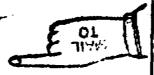
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WHEN RECORDED MAIL TO:

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COOK COUNTY RECOMBER

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MORTGAGE

THIS MORTGAGE IS DATED NOVEMBER 21, 1994, between Donald M. Erickson and Nancy J. Erickson, (J), whose address is 3735 West 62nd Place, Chicago, IL. 60629 (referred to below as "Grantor"); and Marquette National Bank, phose address is 6316 South Western Avenue, Chicago, IL. 60636 (referred to below as "Londor"L

GRANT OF MORTGACE. For valuable consideration, Granter mortgages, warrants, and serveys to Lender at of Granter's right, title, and interest in and to the following discribed real property, logaliter with all editing 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, rughts, 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 15 And the West & Feet Of Lot 14 in Block 4 in Fighnell's Second Addition To Chicago Lawn, Being A Subdivision Of The West 1/2 Of The South East 1/4 Of The South West 1/4 Of Section 14,, Township 38 North, Range 13 East Of The Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address & Commonly known as \$736 West \$2nd Place, Chicago, IL 60629. The Real Property lax identification number is 19-14-330-010.

Grantor presently assigns to Lender all of Grantor's right title, and interest in and to all lesses of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Comme and Code security interest in the Personal Property and Rents.

DEPINITYONS. The following words shall have the following meenings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Com ne old Code. All references to dollar amounts shall mean amounts in lewful money of the Unifed States of America.

Grantor. The word "Grantor" means Donald M. Erickson as a Namey J. Erickson. The Grantor is the mortgagor under this Mortgago.

Guaranter. The word "Guaranter" means and includes without smitr lion each and all of the guaranters, surelies, and accommodation parties in connection with the indebtedness.

Indebtedness. The word "Indebtedness" means all principal and i fer jet payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Levider to enteres obligations of Grantor under this Morigage, together with interest on such amounts as provided in this Morigage. At no time shall or principal amount of indebtedness escured by the Morigage, not including sums advanced to protect the security of the Morigage, excelled the note amount of \$13,000.00.

te. The word "Note" means the promissory note or credit agreement dated 40/ember 21, 1994, in the original principal amount of \$13,000,00 from Grantor to Lender, together with all renewals of, extensio of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is \$2.20%. The Note is payable in 60 monthly payments of \$1.00%. \$265 28

Personal Property. The words "Personal Property" mean all equipment, futures, and on / Articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or afficied to the Real Property; together with all row lations, parts, and additions to, all replacements of and all substitutions for, any of such property; and together with all proceeds (including without Syritation all insurance proceeds and refunds or premiums) from any sale or other disposition of the Property.

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

Real Property. The words "Real Property" magn the property, interests and rights described above in it is "Grant of Mortgage" section.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalles, proffir, and other benefits derived from the

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INCESTEDNESS AND (2) PERFORMANCE OF ALL OSLIGATIONS OF GRANTOR UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE POLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lander all amounts abund by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mertgage.

pagingsion and Maintiniance Of This PROPERTY. Granter agrees that Granter's passession and use of the Property shall be governed by the following provisions:

pessesion and Uss. Until in default, Grantor may remain in possession and central of and operate and manage the Real Property and effect the Regia.

Duty to Maintain. Grantor shall maintain the Property in tenentable condition and promptly perform all repairs, replacements, and maintanence necessary to preserve its value.

Nulsence, Waste. Grantor shall not cause, conduct or permit any nulsange nor commit, permit, or suller any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including all and gas), soil, gravel or rock products without the prior written consent of Lander.

DUE ON SALE - CONSENT BY LENDER. Lander may, at its option, declare immediate rly due and payable all sums s BUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable at sums secured by the Montgage upon me 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, life or interest therein; whether legal, beneficial or equilable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land 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 in 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 II such exercise is prohibited by federal law or by litting lightly.

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, assessifierits, 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, and except as otherwise provided in the following paragraph.

ROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Staintenance of incurance. Grantor shall procure and maintain policies of the insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any

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ard mortgages clause in favor of Lender. Policies shall be will ble to Lender. Grantor shall deliver to Lender certificates ancelled or diminished without a minimum of ten (10) dans' an coincurance cisues, and with a standard mori; on by such insurance on e and in each consurance clause, and with a standard mortgages clause in favor of Lender. Pototes shall be written by such insurance companies and form as may be reasonably acceptable to Lender. Granfor shall deliver to Lender certificates of coverage from each insurar cent atipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not or any disclaimer of the insurar's liability for failure to give such notice. Each insurance policy size shall include an endersement provid coverage in layor of Lender will not be impaired in any way by any sol, omission or detault of Granfor or any other person. Should I Properly at any time become located in an erea designated by the Director of the Federal Emergency Management Agency as a specification of the fact of the learn of the learn and for the full unpaid principal balance of the learn, or the maximum limit of coverage that is a undersament providing that their person. Should the Real tent Agency as a special flood required by Lender and it of coversaments .

Application of Proceeds. Granter shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Granter lais to do so within filteen (16) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property.

EXPENDITURES BY LENDER. If Grantor talls to comply with any provision of this flighthage, or if any aption or proceeding is commenced that would malerially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will beer interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the belience of the Note and be apportioned among and be payable with any installment payments to become due during either (f) the term of any applicable insurance policy or (ii) the remaining term of the Note; or (c) be treated as a believe payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such sollion by Lender shall not be construed as ouring the default so as to ber Lender from any remedies to the otherwise would have had. from any remedy that it otherwise would have had.

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

Title. Grantor war unto that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all flens and encumbrances other man those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion tesued in layor of, and accepted by Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortosos to Land. Y.

Defence of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lander shall execute and draw'r to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lander's servicy interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lander from time to time. If, however, payment is made by Grantor, whether voluntarity or otherwise, or by guarantor or by any thirty party, on the find abilitienss and thereafter Lender is forced to rentil the amount of that payment (a) to Grantor's trustee in the property of the angular party of the payment depression depression depression depression depression depression depression depression depression depression. bankruptcy or to any similar person under any total or state bankruptcy law or law for the relief of debtors, (b) by rea son of any judge bankruptcy or to any similar person under any 500 all or state bankruptcy law or law for the reser of debons, (b) by reason of any judgment, decree or order of any count or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or comprise of any claim made by Lender with any claimant (including 1 thout limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage a tall continue to be effective or shall be reinstated, as the case may be, notwithstanding any canositation of this Mortgage or of any note or other interior in or agreement evidencing the Indebtedness and the Property will continue to secure the amount repeld or recovered to the same extent as if this lationary in over hed been originally received by Lander, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating k, this indebtedness or to this Mortgage.

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

Default on Indebtedness. Fallure of Granfor to make any payments then due on the Indebtedness.

Compliance Default. Fallure of Grantor to comply with any other terms, obligation, covenant, or condition contained in this Mortgage, the Note, or In any other agreement between Grantor and Lender.

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

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent. Lender, at its option, may, but shall not be require it to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, to using enjoyee the Event of Default.

Inescurity. Lender reasonably deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and af 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 (Am ideal by law:

Accelerate indebtedness. Lender shall have the right at its option without notice to Grantor v. or Jare 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 this rights and remedies of a secured party under the Uniform Commercial Code

Judicial Ferectoeurs. 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 new aring 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 few or in equity.

Attorneys' Fees; Expenses. In the event of foreclosure of this Mortgage, Lender shall be entitled to recover from Grantor attorneys' fees and actual disbursements necessarily incurred by Lender in pursuing such foreclosure.

Applicable Law. This Mortgage has been delivered to Lander and accepted by Lender in governed by and construed in accordance with the laws of the State of Minde.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Watver of Homesteed Exemption. Grantor hereby releases and waives all rights and benefits of Minde as to all indebtedness secured by this Mortgage. Applicable Law. This Mortgage has been delivered to Lander and accepted by Lander in the State of Minole. This Mortgage shall be governed by and construed in accordance with the laws of the State of Minole.

Watver of Homesteed Exemption. Grantor hereby releases and watves all rights and benefits of the homesteed exemption lews of the State of Illinois as to all Indebtedness secured by this Mortgage.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

* Harry J. Estelytop J Estelytop

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This Morigage prepared by: John Mahonsy 6166 S. Pulseld Rd.

Chicago II.	. 00005		
INDIVIDUAL ACKNOWLEDGMENT			
STATE OF Sllinois Cook		**OFFICIAL SPAL" BARBARA DZIEVANISKI Notary Potent, State of Plan is Notary Potent, State of Plan is My Compiler in Expans 10 / 27 / 27	
On this day before me, the undersigned hindividuals described in and who executed for the uses and purporns therein mentions Given under my here and official seel this	the Mortgage, and soknow id.	opeared Deneid M. Erickson and Nancy J. Erickson, to me known to investigated that they signed the Morigage as their free and voluntary act and day of	te the deed,
Notary Public in and for the Pains of	Illirois	_ Residing at	
AREN PRO, Ros U.S. Pal. & T.M. Off., Vol. 1 (1) 8) 100		Clark's Office	

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