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WHEN RECORDED MAIL TO

THIS INSTRUMENT WAS PREPARED BY

Candice Campbell
NAME Candice Campbell

FIRST NATIONWIDE BANK
EQUITY RESERVE CENTER
1520 KENSINGTON ROAD
OAK BROOK, IL 60521

ADDRESS 1520 KENSINGTON ROAD
OAK BROOK, IL 60521

95050934

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE AND ASSIGNMENT OF RENTS

(Variable Interest Rate)
(Revolving Line of Credit)

NOTICE: THIS MORTGAGE MAY SECURE BORROWINGS MADE BY AN OWNER OF THE PROPERTY EVEN AFTER SUCH OWNER SELLS THE PROPERTY. YOUR LOAN WILL CONTAIN PROVISIONS FOR AN ADJUSTABLE INTEREST RATE.

THIS MORTGAGE AND ASSIGNMENT OF RENTS (herein "Mortgage") is made JANUARY 9, 1995, by and between, ERLE H. RICHARDS, JR., AND B. CAROLE RICHARDS, HIS WIFE (herein "Borrower"), and FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK, whose address is 135 Main Street, San Francisco, California 94105-1817 (herein "Lender").

Borrower, in consideration of the indebtedness herein recited, mortgages, grants and conveys to Lender the following described property located in the County of COOK, State of Illinois,

See legal description attached hereto and made a part thereof.

DEPT-01 RECORDING \$29.00
157777 TRAN 3629 01/23/95 15:00:00
\$1437 DW *-75-050934
COOK COUNTY RECORDER

Permanent Index Number: 13-30-112-003

which has the address of 3051 N NORDICA AVE, CHICAGO, Illinois 60634 (herein "Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral oil and gas rights and profits, water, water rights, and water stock, insurance and condemnation proceeds, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Mortgage; and all of the foregoing together with said Property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property".

FOR THE PURPOSE OF SECURING the repayment to Lender of the revolving line of credit indebtedness evidenced by an EQUITY RESERVE ACCOUNT AGREEMENT AND DISCLOSURE STATEMENT (the "Agreement") of even date herewith, in the maximum principal sum of U.S. \$ 20000.00, or so much thereof as may be advanced and outstanding with Finance Charges thereon, providing for: monthly payments in accordance with the terms thereof, with the balance of the debt, if not paid earlier, due and payable on JANUARY 9, 2010; the payment of all further or future advances as shall be made by Lender or its successors or assigns, to or for the benefit of Borrower, or his or her heirs, personal representatives or assigns, within 20 years from the date hereof, to the same extent as if such future advances are made on the date of execution of this Mortgage, provided, however, that the total principal secured hereby and remaining unpaid, including any such advances, shall not at any time exceed the aggregate outstanding maximum principal sum of U.S. \$20000.00; other sums which may be due to Lender under any provision of the Agreement or this Mortgage and all modifications hereof, with Finance Charges thereon; and the payment of all other sums, with Finance Charges thereon, as may be paid out or advanced to protect the security of this Mortgage and the performance of the covenants and agreements of Borrower contained herein or in the Agreement.

Borrower covenants that Borrower is the lawful owner of the estate in land hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered except for encumbrances of record as of the date hereof. Borrower warrants that Borrower will defend generally the title to the Property against all claims and demands, subject to encumbrances of record as of the date hereof. Borrower covenants that Borrower will neither take nor permit any action to subdivide the Property or any part thereof.

MAIL TO **BOX 352**

#397046

First American Equity Loan Services, Inc.

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Borrower acknowledges that the Agreement secured by this Mortgage provides for, among other things, a revolving line of credit up to the maximum principal sum stated above, a variable interest rate, referred to in the Agreement as "Annual Percentage Rate," and the right of Lender to cancel future advances for reasons other than default by Borrower. Reference is made to the Agreement for the specific terms, covenants, conditions and provisions thereof which are incorporated herein by this reference. Any term not herein defined shall have the meaning set forth in the Agreement.

COVENANTS: Borrower and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND FINANCE CHARGES. Borrower shall promptly pay when due in accordance with the terms of the Agreement the principal and Finance Charges on the indebtedness evidenced by the Agreement, together with any late charge, and other charges imposed under the Agreement.

2. TAXES AND INSURANCE. Borrower shall pay, at least ten calendar days before delinquency, all taxes, assessments (including condominium or planned unit development assessments, if any), and ground rents affecting the Property. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards (collectively referred to as "hazards") as Lender may require, including but not limited to flood insurance if the Property is located in a designated flood hazard area, and in such amounts and for such periods as Lender may require, but in no event shall amount be less than the face amount of any obligation secured by any deed of trust, mortgage or other security agreement which has or appears to have priority over this Mortgage ("Prior Lien") plus the amount of the revolving line of credit secured by this Mortgage, unless such amount exceeds the full replacement cost of the improvements.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender, shall include a standard mortgagee clause in favor of and in a form acceptable to Lender, and shall provide that Lender will be given at least thirty (30) days' prior written notice in the event of cancellation or reduction of insurance coverage. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any Prior Lien. If Borrower makes the premium payment directly, Borrower shall promptly furnish to Lender all renewal notices and, if requested by Lender, all receipts of paid premiums. If policies and renewals are held by any other person, Borrower shall supply copies of such to Lender within ten calendar days after issuance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Subject to the rights and terms of any Prior Lien, the amounts collected by Borrower or Lender under any hazard insurance policy may, at Lender's sole discretion, either be applied to the indebtedness secured by this Mortgage and in such order as provided in paragraph 3 or be released to Borrower for use in repairing or reconstructing the Property, and Lender is hereby irrevocably authorized to do any of the above. Such application or release shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

If the Property is abandoned by Borrower, or Borrower fails to respond to Lender in writing within 30 calendar days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is irrevocably authorized to settle the claim and to collect and apply the insurance proceeds at Lender's sole option either to restoration or repair of the Property or to the sums secured by this Mortgage.

If the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property shall become the property of Lender to the extent of the sums secured by this Mortgage.

Borrower shall pay the cost of an ALTA policy of title insurance, with such endorsements as Lender shall request and subject to such exceptions as Lender may approve in writing, insuring Lender's interest in the Property and shall cause to be provided to Lender at Borrower's expense such further endorsements as Lender may request insuring Lender's continuing lien priority over encumbrances not of record as of the date hereof.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and this Mortgage shall be applied first in payment of any Finance Charge payable under the Agreement, then in payment of any late charges due, then in payment of any other amounts (excluding principal) payable to Lender by Borrower under the Agreement or this Mortgage, and then to the principal balance on the revolving line of credit.

4. PRIOR MORTGAGES AND DEEDS OF TRUST; CHARGES; LIENS. Borrower shall fully and timely perform all of Borrower's obligations under any Prior Lien, including Borrower's covenants to make any payments when due. Lender can rely on any notice of default from any holder of a Prior Lien and may take any reasonable action necessary, including Lender's payment of any amounts that the holder of the Prior Lien claims are due, even though Borrower denies that any such default exists. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property and all encumbrances, charges, loans and liens (other than any Prior Lien) on the Property which may attain any priority over this Mortgage and leasehold payments or ground rents, if any. Upon Lender's request, Borrower shall promptly furnish to Lender receipts evidencing timely payment of each and every item described above in this paragraph.

5. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Borrower shall use, improve and maintain the Property in compliance with the law, shall keep the Property in good condition and repair, including the repair or restoration of any improvements on the Property which may be damaged or destroyed, shall not commit or permit waste or permit impairment or deterioration of the Property and shall fully and promptly comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or planned unit development, Borrower shall promptly perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents, all as may be amended from time to time. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

6. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Mortgage or in the Agreement, or if any action or proceeding is commenced which affects Lender's interest in the Property or the rights or powers of Lender, Lender, without demand upon Borrower, but upon notice to Borrower pursuant to paragraph 11 hereof, may, without releasing Borrower from any obligation in this Mortgage, make such appearances, defend the action or proceeding, disburse such sums, including reasonable attorney's fees, and take such action as Lender deems necessary to protect the security of this Mortgage.

Any amounts disbursed by Lender (unless otherwise provided or agreed upon with Borrower) pursuant to this paragraph 6, with Finance Charges thereon at the Annual Percentage Rate from time to time in effect under the Agreement, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder and any action taken shall not release Borrower from any obligation in this Mortgage.

7. INSPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspections specifying reasonable cause therefor related to Lender's interest in the Property.

8. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any Prior Lien. Borrower agrees to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Lender is hereby irrevocably authorized to apply or release such monies received or make settlement for such monies in the same manner and with the same effect as provided in this Mortgage for disposition or settlement of proceeds of hazard insurance.

9. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment, acceptance by Lender of payments other than according to the terms of the Agreement, or modification in payment terms of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release in any manner, the liability of the original Borrower, Borrower's successor in interest or any guarantor or surety thereof. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify payment terms of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right as otherwise provided in this Mortgage to accelerate the maturity of the indebtedness secured by this Mortgage in the event of Borrower's default under this Mortgage or the Agreement which it secures.

10. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure, to the respective successors, heirs, legatees, devisees and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereof. All covenants and agreements of Borrower (or Borrower's successors, heirs, legatees, devisees and assigns) shall be joint and several.

Any Borrower who co-signs this Mortgage, but does not execute the Agreement: (a) is co-signing this Mortgage only to grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage; (b) is not personally liable on the Agreement or under this Mortgage; and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage without that Borrower's consent and without releasing or modifying this Mortgage as to that Borrower's interest in the Property.

The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. In this Mortgage, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

950-056

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EXHIBIT A

The South 35 feet of the North 70 feet of Lot 9 in Block 2 in Oliver I. Watson's Belmont Avenue Addition to Chicago being a Subdivision of the East 10 acres of the North 40 acres and the North 5 acres of the West half of the North 40 acres and the South 5 acres of the North 15 acres of the West half of the North 40 acres in the West half of the North West quarter of Section 30, Township 40 North, Range 13, East of the Third Principal Meridian.

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11. NOTICE. Except for any notice requirements applicable law, by giving in and the manner: (a) any notice to Borrower (or Borrower's successors, heirs, legatees, devisees and assigns) provided for in this Mortgage shall be given by hand delivering it to or by mailing such notice by first class mail addressed to Borrower (or Borrower's successors, heirs, legatees, devisees and assigns) at the Property Address or at such other address as Borrower may designate by written notice to Lender as provided herein; and (b) any notice to Lender shall be given by registered or certified mail to Lender at the following address: 1520 Kensington Road, Suite 300, Oak Brook, IL 60521, ATTN: EQUITY RESERVE CENTER, or to such other address as Lender may designate by written notice. Any notice provided for in this Mortgage shall be deemed to have been given on the date hand delivery is actually made or the day notice is deposited into the U.S. mail system as first class mail addressed as provided in this paragraph 11.

12. GOVERNING LAW-SEVERABILITY. The revolving line of credit secured by this Mortgage shall be construed and governed by the laws of the United States and the rules and regulations promulgated thereunder, and with laws of the State of Illinois not contrary thereto or inconsistent therewith. Any law of the State of Illinois which would restrict Lender in engaging in activities which are not prohibited of it by the laws of the United States and the rules and regulations promulgated thereunder shall be construed as inconsistent and contrary therewith. If any provision of this Mortgage is construed or interpreted by a court of competent jurisdiction to be void, invalid, or unenforceable, then such provision shall be deemed separable from the remaining provisions and such decision shall affect only such provision and shall not affect the validity or enforceability of the remaining provisions of this Mortgage or the Agreement which it secures.

13. BORROWER'S COPY. Borrower shall be furnished a conformed copy of the Agreement and this Mortgage at the time of execution or after recording hereof.

14. REMEDIES CUMULATIVE. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or accorded by law or equity, and may be exercised concurrently, independently, or successively.

15. EVENTS OF DEFAULT. In addition to the Event of Default caused by sale or transfer of, or promise to sell or transfer, all or any part of the Property or any interest therein, which event is specifically covered in paragraph 18 hereof, set forth below is a list of events which will constitute Events of Default. The events are: (a) Borrower fails to meet the payment terms of the Agreement; (b) Borrower engages in fraud or material misrepresentation in connection with Borrower's use of the revolving line of credit or Borrower omitted material information in or made any false or misleading statements on Borrower's credit application; or (c) Borrower's action or inaction adversely affects the Property or Lender's interest in the Property.

16. TRANSFER OF THE PROPERTY. If all or any part of the Property or any interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding: (a) the creation of a lien or encumbrance subordinate to this Mortgage; or (b) the creation of a purchase money security interest for household appliances, such event shall constitute an Event of Default hereunder and under the Agreement, and Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

17. LENDER'S RIGHTS UPON DEFAULT. Upon the occurrence of an Event of Default under this Mortgage, Lender shall have the right (but not the obligation) and without notice or demand upon Borrower and without releasing Borrower from any obligations hereof, at its option, to declare all sums secured hereby immediately due within thirty (30) days and may make or do this in such manner and to such extent as it may deem necessary to protect the security hereof. If Borrower is in default as described in paragraph 15 and 16, Lender shall have such and every one of the following rights in addition to the right of foreclosure by judicial proceeding and sale of the property: (a) offset any amount owing by Lender to Borrower against Borrower's debt to Lender; (b) apply any money which Lender may have in its possession (such as balances in the escrow account, rents, condemnation or insurance proceeds) against the indebtedness owing by Borrower to Lender; and (c) enforce any other legal right which Lender may have. No such offset or application as mentioned in items (a) and (b) above shall cure any default or relieve Borrower from the obligation to pay any installments or perform any of its other obligations owing under the Agreement and Mortgage as they become due.

18. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that prior to acceleration under paragraph 17 hereof or the occurrence of an Event of Default hereunder or abandonment of the Property, Borrower shall have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, at any time without notice, in person, by agent or by judicially appointed receiver, and without regard to the sufficiency of any security for the indebtedness secured by this Mortgage, shall be entitled to enter upon, take possession of and manage the Property, and in its own name sue for or collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of operation and management of the Property and collection of rents, including but not limited to collector's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those amounts actually received. The entering upon and taking possession of the Property and the collection and application of the rents shall not cure or waive any Event of Default or notice of default hereunder or invalidate any act done pursuant to such notice.

19. HAZARDOUS SUBSTANCES. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential use and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 19, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 19, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

20. RELEASE OF MORTGAGE. When the Agreement is terminated, either at the Final Payment Date or otherwise as provided in the Agreement, and provided that Lender has been paid all amounts due under the Agreement and this Mortgage, Lender will discharge and release this Mortgage by delivering a certificate stating that this Mortgage has been satisfied. Borrower agrees to pay Lender a fee for preparing the certificate equal to the lesser of \$30 or the amount permitted by applicable law, and Borrower agrees to pay the cost of recording the certificate.

21. REQUEST FOR NOTICES. Borrower requests that copies of any notice of default and notice of sale be addressed to Borrower and sent to the Property Address. Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage be sent to: 1520 Kensington Road, Suite 300, Oak Brook, IL 60521, ATTN: EQUITY RESERVE CENTER.

22. INCORPORATION OF TERMS. All of the terms, conditions and provisions of the Agreement secured by this Mortgage are by this reference incorporated herein as if set forth in full. Any Event of Default under the Agreement shall constitute an Event of Default hereunder without further notice to Borrower.

23. TIME OF ESSENCE. Time is of the essence in this Mortgage and Agreement.

24. NO ASSUMPTION. Because the extension of credit herein is based upon Mortgagor's personal financial circumstances, the Agreement and this Mortgage may not be assumed by any third party. Any attempted assumption may result in acceleration of the entire indebtedness secured hereby.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

25. ACCELERATION; REMEDIES. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender, prior to acceleration, shall give notice to Borrower as provided in paragraph 11 hereof specifying: (a) the breach; (b) the action required to cure such breach; (c) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (d) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

26. BORROWER'S RIGHT TO REINSTATE. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be due under this Mortgage and the Agreement had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage; and in enforcing Lender's remedies as provided in paragraph 25 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

27. WAIVER OF HOMESTEAD. Borrower hereby waives all right of homestead exemption in the Property.

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REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at 1520 Kensington Road, Suite 300, Oak Brook, IL 60521 ATTN: EQUITY RESERVE CENTER, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

B. Carole Richards
BORROWER B. CAROLE RICHARDS

Erle H. Richards Jr.
BORROWER ERLE H. RICHARDS, JR.

BORROWER

BORROWER

STATE OF ILLINOIS

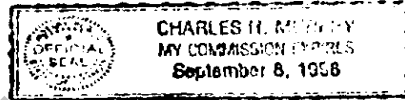
COUNTY OF Cook) SS.

I, _____, a Notary Public in and for said county and state, do hereby certify that B. Carole Richards & Erle H. Richards Jr. personally known to me to be the same person(s) whose name(s) B. Carole Richards & Erle H. Richards Jr. subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7th day of January, 1995.
WITNESS my hand and official seal.

My Commission Expires: 9/8/98

Charles H. Murphy
NOTARY SIGNATURE



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or things shall not require Lender to do any other specific act or thing.

3.3 Application of Rents. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor and Borrower's account and Lender may pay such costs and expenses from the Rents. Lender shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand with interest at the Note rate from date of expenditure until paid.

3.4 Full Performance. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Loan Agreement, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

3.5 Expenditures by Lender. If Grantor fails to comply with any provision of this Assignment, or if any action or proceeding is commenced that would materially 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 bear 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 balance of the Note and be apportioned among and be payable with any installment payments to become due during the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Assignment also will secure payment of these amounts. The rights provided for in this section shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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SECTION 4: EVENTS OF DEFAULT; REMEDIES

4.1 **Events of Default.** An Event of Default under the Loan Agreement shall constitute an Event of Default hereunder.

4.2 **Rights and Remedies.** Upon the occurrence of any Event of Default (after the expiration of any applicable grace period) and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

(a) **Accelerate Indebtedness.** Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

(b) **UCC Remedies.** Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

(c) **Collect Rents.** Unless Lender shall have already done so, Lender shall have the right, without notice to Grantor or Borrower, 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 subsection either in person, by agent, or through a receiver.

(d) **Mortgagee in Possession.** Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the

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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.

(e) **Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment, the Loan Agreement, the Related Documents or available at law or in equity.

4.3 Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Assignment 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 or Borrower under this Assignment after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

4.4 Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover reasonable attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all 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 Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable 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. Borrower also will pay any court costs, in addition to all other sums provided by law.

SECTION 5: DEFINITIONS; MISCELLANEOUS PROVISIONS.

5.1 Definitions. The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms

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in the Illinois Uniform Commercial Code (810 ILCS 1/1 et seq. as amended from time to time). All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Assignment. The word "Assignment" means this Assignment of Rents between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Rents.

Borrower. The word "Borrower" means each party executing the Notes, including, without limitation, Grantor.

Event of Default. The words "Event of Default" mean and include any of the Events of Default set forth in Section 4.1 hereof.

Grantor. The word "Grantor" means any and all persons and entities executing this Assignment, including without limitation all Grantors named above.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Borrower may be liable individually or jointly with others, whether obligated as grantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means FIRST NATIONAL BANK OF NILES, its successors and assigns.

Loan Agreement. The words "Loan Agreement" mean that certain Business Loan Agreement dated as of January 20, 1995 between Borrower and Lender, as it may be amended from time to time.

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Note. The word "Note" means the Promissory Note from Grantor to Lender dated January 20, 1995 in the principal amount of \$2,600,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such promissory note. The Note has a final maturity date of February 28, 1999.

Property. The word "Property" means the Real Property, and all improvements thereon.

Real Property. The words "Real Property" mean the property, interests and rights described on the attached Exhibit A.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, collateral assignments and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all rents, revenues, income, issues, royalties, profits and other benefits derived from the Property, whether due now or later, including without limitation all Rents from all leases described on any exhibit attached to this Assignment.

5.2 Miscellaneous Provisions.

(a) **Entire Agreement; Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment 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.

(b) **Applicable Law.** This Assignment has been delivered to Lender and accepted by Lender in the State of Illinois. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, the State of Illinois. LENDER AND GRANTOR HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER LENDER OR ANY GRANTOR AGAINST THE OTHERS. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

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(c) **Caption Headings.** Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

(d) **Merger.** There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

(e) **Multiple Parties; Corporate Authority.** All obligations of Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Assignment. To the extent that Grantor is a corporation or partnership, it hereby represents and warrants to Lender that the execution of this Assignment has been authorized by all necessary corporate or partnership action, as the case may be.

(f) **Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

(g) **Successors and Assigns.** Subject to the limitations stated in this Assignment on transfer of Grantor's interest in the Real Property or a change in ownership of Grantor, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

(h) **Survival.** All warranties, representations, and covenants made by Grantor in this Assignment or in any certificate or other instrument delivered by Grantor to Lender under this Assignment shall be considered to have been relied upon by

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Lender and will survive the making of the loan secured hereby and delivery to Lender of the Related Documents, regardless of any investigation made by Lender or on Lender's behalf.

(i) **Time Is of the Essence.** Time is of the essence in the performance of this Assignment.

(j) **Agency.** Nothing in this Assignment shall be construed to constitute the creation of a partnership or joint venture between Lender and Grantor. Lender is not an agent or representative of Grantor. This Assignment does not create a contractual relationship with and shall not be construed to benefit or bind Lender in any way with or create any contractual duties by Lender to any other person.

(k) **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 Assignment 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.

(l) **Notices.** All notices required to be given under this Assignment shall be given in writing and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown on the signature pages hereof or, if via facsimile, when sent via facsimile transmission to the party to whom the notice is to be given at the facsimile number shown on the signature pages hereof, confirmation is received of successful transmission and such notice is also sent by any other means provided for hereunder. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address(es). A copy of each notice sent to Grantor shall also be sent to a representative from the Tenant Block and a representative from the Kessler Asher Block (as shown on the signature pages of the Loan Agreement); provided, however, that the copying of such notice to said parties (or the failure to do so) shall not affect the validity or the date of delivery of any notice provided hereunder.

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(m) **Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

(n) **Waiver of Right of Redemption.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS ASSIGNMENT, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF GRANTOR AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

(o) **Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) 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 any other right. A waiver by any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions.

(p) **Basis for Determining Materiality.** Unless the context clearly indicates otherwise, whenever the term "material" is used herein, the Lender may consider, without limitation, any of the following in interpreting such phrase:

- (i) Impact on income and expenses of, without limitation, Borrower, any Guarantor, any Grantor or any of the Collateral (as defined in the Loan Agreement);
- (ii) Impact on fair market value of any Collateral; and
- (iii) Impact on, without limitation, Borrower's, any Guarantor's, any Grantor's or any other third party's ability to perform hereunder, under any Related Document or any lease or other agreement or contract related to any of the Collateral.

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(g) Lender's Discretion. Whenever this instrument requires either Lender's consent, election, approval or similar action or otherwise vests in Lender the authority to make decisions and/or determinations, such actions shall be made or withheld in Lender's sole and absolute discretion, unless specifically provided otherwise (e.g., a specific determination is designated herein as to be made in "Lender's reasonable discretion") and the granting of any consent, approval or similar action by Lender in any instance shall not constitute continuing consent or approval in subsequent instances where such is required.

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

GRANTOR:

O.M. INDUSTRIES, L.P.,
an Illinois limited partnership

BY: O.M. INDUSTRIES, LTD.

By: Harry Major
Its: PRESIDENT

Address: 155 North Michigan Ave.
Suite 500
Chicago, IL 60601
Attn: Harry Major
Tel: (312) 938-8881 Fax: (312) 938-8684

LENDER

FIRST NATIONAL BANK OF NILES

By: Kenneth S. Franklin
Its: VP

Address: 7100 West Oakton Street
Niles, Illinois 60714-3097
Attention: Kenneth S. Franklin
Tel: (708) 967-5300 Fax: (708) 967-5318

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EXHIBIT

A

LOT 1 AND LOT 2 IN FRATINI HARTNETT SUBDIVISION OF PART OF THE NORTH EAST 1/4
OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 7900 N. Milwaukee Ave. Niles, Illinois

PIN: 09-25-201-015, 09-25-201-026, 09-25-201-027

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09-25-201-027

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