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ABSTRACT

MORTGAGEE084100

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TO THE REPORT OF THE PROPERTY	to stand and a management of the standard of t	BOAROWER 190 octor motes motor traduces;
FRED MEYER Laura Giletrap Husband and Wife	FRED MEYER Laura Gilete	RAP

ADDRESS

913 NORTH PATTON AVENUE ARLINGTON HEIGHTS, IL 60004 THE ADDRESS

913 NORTH PATTON AVENUE ARLINGTON BEIGHTS, IL 60004

LENDER:

FIRST BANK OF SOUTH DAKOTA (NATIONAL ASSOCIATION), A NATIONAL BANKING ARBOCIATION 141 NORTH MAIN AVENUE 5017

1. GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender Identified above, the real property described in Schedule A which is attached to this Mortgage and Incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and apputtenances, lease-s, illuments and other agreements; essements, royalties, tessehold estate, if a lease-hold; rants, issues and prolife; water, well, ditob, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property").

2. OBLIGATIONS, This Addrage shall secure the payment and performance of all of Borrower's and Grantor's present and future, indebtedness, liabilities, obligations and coverants (cumulatively "Obligations") to Lender pursuant to

(a) this Mortgage and the locowing agreer

AGREEMENT DATE	MATURITY	
12/14/94	12/14/99	
	AGREEMENT DATE	A AGREEMENT DATE - POST POATE: AND

- (b) all renewals, extensions, amendments, mort roations, replacements or substitutions to any of the foregoing;
- (c) applicable law.
- 3. PURPOSE. This Mortgage and the Chilipations despribed herein are executed and incurred for consumer purposes
- 4. The total amount of indebtedries secured by the Morgage under the promiseory note or agreement (the "NOTE") secured healty may increase or decrease from time to time, but the total of all such indebtedries so secured shall not exceed \$ 20,000.00 pits interest, collection costs, and amounts secured to protect the lien of this Mortgage. The horse secured hereby evidences a "Revolving Credit" as defined in B16 ILCS 209/4.1. The lien of this Mortgage secures payment of any existing indebtedness and butter advance made pursuant to the Note, to the same extent as it such future advances were made on the date of the execution of this Mortgage, wi hour regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any individual each of the execution of the process of the process of the execution of the execution of the execution of this Mortgage is executed and without regard to whether or not there is any individual each of the execution of th
- 5. EXPENSES. To the extent permitted by law, this Mortgage secures the recomment of all amounts expended by Lander to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus Interest therein.
 - 95084100 REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, y extents and deverants to Lender that: (a) Grantor shall maintain the Property free of all liens, security interests, endurablances and distins except for this Mortgage and liens and encumbrances of record;
 - (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any "Flazardous Materials" as defined herein. In connection with the Property or transposed any "Flazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" at all mean any hazardous waste, toxic substances, or any other substance, material, or waste which is or begomes requisted by any governmental subscripts including, but not limited to, (i) petroleum, (ii) finished or nontriable asbestos, (iii) polychiorinated biphenyls; (iv) those substances, materials or we see dissipnated as a "hazardous substance" gurauant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Tresource Conservation and Recovery Act or any amendments or replacements to that statute; or (vi) those substances materials or wastes defined as a "hazardous substance" materials or wastes defined as a "hezardous substance" pursuant to Section 104 of the Comprehensive Environmental Fleeponse, Compensation is allowed. similar statute, rule, regulation or ordinance now or frereafter in effect;
 - (c) Granter has the right and is duly authorized to execute and perform its Obligations under this Morta ige and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Granter at any time;
 - (d) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and
 - (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or once existency which might materially affect the Property (Including, but not ilmited to, those governing Hazardous Materials) or Lender's rights or interpol in the Property pursuant to this
- 7. TRANSPERS OF THE PROPERTY OR SEMEFICIAL INTERESTS IN SORROWERS. On sale or transfer to any person withrich the prior written approval of Lander of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest, in Sorrower or Grantor (I Borrower or Grantor is not a instural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promiseory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.
- 8. INQUIRIES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.
- 9. INTERPERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or tall to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor without Lander's prior written consent, shall not: (a) collect any montes payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other endurance to be placed upon Grantor's right, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any degreement except for the nonpayment of any sum or other material breach by the other pathy thereto. If Grantor receives at any lines any written communication seerting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication. (and any subsequent communication relating thereto) to Lander.
- to, COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lander shall be entitled to notify or require Granter to notify any third party (including, but not (imited to, leasees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Granter with respect to the Property (cumulatively "indebtedness") whither or not a default exists under this Mortgage. Granter shall diligently collect the indebtedness owing to Granter from these third parties until the giving of such notification. In the event that Granter passesses or receives possession of any instruments of other remittances described the prepayment of any indebtedness or the payment of any indebtedness or the payment of any insurance or condemnation proceeds, Granter shall hold such instruments and other remittances in trust for Lander apart from its other property, endorse the instruments and other remittances. Lender shall be entitled, but not required to policet (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Granter for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any demands resulting thereform. any damages resulting therefrom
- 11. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compilance with applicable law and insurance policies. Grantor shall not make any attentions, additions or improvements to the Property without Lender's prior witten content. Without firniting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to thender shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

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- 12. LOSS OR DAMAGE. Grantor that their in entire risk if any loss, their, plastruction or damage or mulatively "Loss or Damage") to the Property or any portion thereof from any case who socially the eye of any Loss or Damage or Case who socially the eye of any Loss or Damage or Case or Damage") to the Property of any portion of pay or cause to be paid to Lender the decrease in the fair market value of the alterior Property.
- 13. INSURANCE. Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, their, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are scoeptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lander as a mortgagee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair 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 providing notice as may be required by (aw) may in its discretion procure appropriate insurance coverage upon the or maintain insurance, Lender (arrer providing notice as may be required by taw) may in the discretion produce appropriate insurance coverage upon the Property and charge the insurance cost shall be an advance psyable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender 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 loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the ost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Grantor shall be obligated to rebuild and restore the Property.
- 14. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private povenants affecting the use of the Property without Lander's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued 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 covenants affecting the Property.
- 15. CONDEMNATION. Grantor shall immediately provide Lander with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Londer and shall be applied that to the paymer of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings, and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event, Grantor shall be obligated to reade or repair the Property.
- 16. LENDER'S RIGHT TO COMPENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, sult, or other processing affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, sults, or other logic proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistaire, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.
- 17. INDEMNIFICATION. Lender shall not resume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any ofroumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender and its sharehold its. directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of accord, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not ilmited to, those involving Hazardous Micurals). Grantor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the allumnative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage.
- 18. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-tweltth (1/12) of the same into annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender 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. (ire time shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's interest in its containing records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender or may requery, regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such ime, and shall the randered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all response.
- 20. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Gran or shall deliver to Lender, or any intended 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 Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligation and, if so, the nature of such claims, defenses, set-offs or counterclaims with respect to the Obligation and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may ninks to the intended transferse with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.
 - 21. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor or Borrower:

 - (a) commits traud or makes is material misrepresentation at any time in connection with the Obligations of this Perigage, including, but not limited to, talse statements made by Grantor about Grantor's income, assets, or any other aspects of Grantor's financial contition;
 (b) falls to meet the repayment terms of the Obligations; or
 (c) violates or falls to comply with a covenant contained in this Mortgage which adversely affects the Property of the Property, including, but not limited to, transfering title to or selling the Property without Lender's consent, falling to maintain includes or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the laking of the Property through eminent domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing waste of the Property, using the Property in a manner which would be destructive to the Property, or using the property in an illegal manner which may subject the Property to seizure or configuration. conflavation.
- 22. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exproise one or more of the following remedies without notice or demand (except as required by law):
 - to terminate or suspend further advances or reduce the credit limit under the promissory notes or agreements evidencing the obligations;

 - to declare the Obligations immediately due and payable in full; to collect the outstanding Obligations with or without resorting to judicial process;
 - 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:

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

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- (g) to foreclose this Mortgage;
 (h) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender: and
- (i) to exercise all other rights available to Lender under any other written agreement or applicable law.

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

- 25. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's tee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.
- 24. WAIVER OF HOMESTEAD AND OTHER RIGHTS. Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law.

25. COLLECTION COSTS. If Linder tile in all programmes to pay Lender's reasonable attended the artificial content.	of n any amount die or esteroint any right or remedy under the	ile Mortuede,
26. SATISFACTION. Upon the payment in full of the Obligations, this M	lortgage shall be satisfied of record by Lender.	4 > 1
27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LEHDER. Upor Lander for all amounts (including attorneys' fees and legal expenses) ex Grantor or the exercise of any right or remedy of Lender under this Mortgo any Obligation or the highest rate allowed by law from the date of payment of Obligations herein and shall be secured by the interest granted herein.	spended by Lender in the performance of any action required to age, together with interest thereon at the lower of the highest rate	be taken by described in
28. APPLICATION OF PAYMENT'S. All payments made by or on beh attorneys' fees and legal expenses), to the extent permitted by law, in conn- then to the payment of the remaining Obligations in whatever order Lender	ection with the exercise of its rights or remedies described in this f	ter (including viortgage and
29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attopertaining to the Obligations or indebtedness. In addition, Lender shall be required to be taken or executed by Grantor under this Mortgage. Lender Grantor from any Obligation or ours any default under this Mortgage. The pare irrevocable.	be entitled, but not required, to perform any action or execute a 's performance of euch action or execution of such documents sh	ny document all not relieve
30. SUBROGATION OF LENDER. Lender shall be subrogated to the discharged with funds advanced by Lender regardless of whether these lien	e rights of the holder of any previous lien, security interest or eas, security interests or other encumbrances have been released of	noumbrance record.
31. PARTIAL RELEASE. Lender may release its interest in a portion of affecting its interest in the remaining portion of the Property. Except as preciease any of its interest in the Property.	of the Property by executing and recording one or more partial rele roylded in paragraph 26, nothing herein shall be deemed to oblig-	rases without ate Lender to
32. MODIFICATIOA AND WAIVER. The modification or waiver of a contained in a writing signer by Lander. Lender may perform any of Grar waiver of those Obligations of child and the waiver on one occasion shall not Mortgage shall not be affected if Lender amends, compromises, exchange Grantor, third party or any of its rights against any Grantor, third party or the	ntor's Obligations or delay or fall to exercise any of its rights with: it constitute a waiver on any other occasion. Grantor's Obligations, is, falls to exercise, impairs or releases any of the Obligations belo	out causing a na under this
33. SUCCEBSORS AND ASSIGNS. This Mortgage shall be binding successors, assigns, trustees, received. Administrators, personal represents		evitoequen sir
34. NOTICES. Any notice or other communication to be provided und described in this Mortgage or such other enurses as the parties may design mail, postage prepaid, shall be deemed given the (3) days after such not the person to whom such notice is being given.	hate in writing from time to time. Any such notice so given and ser	nt by certified
35. SEVERABILITY. If any provision of this Mortge at violates the law enforceable.	or is unenforceable, the rest of the Mortgage shall continue to	be valid and
36. APPLICABLE LAW. This Mortgage shall be governed by the laws and venue of any court legated in such state.	of the state where the Property Is located. Grantor consents to th	e juriediotion
37. MISCELLANEOUS. Grantor and Lender agree that time is at the end protest except as required by law. All references to Grantor in it is Mort their Obligations shall be joint and several. Grantor hereby walves any Mortgage or the Property securing this Mortgage. This Mortgage and any Grantor and Lender pertaining to the terms and conditions of those documents.	gage shall include all persons signing below. If there is more than Right to trial by jury in any civil setion arising out of, or base y related documents represent the complete integrated understand	one Grantor, d upon, this
TRUSTEE'S EXCULPATION. This Mortgage is executed by not personally but solely as Trustee under Trust Agriement da	DEFT-01 RECORDING (14908 RAN 6255 92/93/95 (14908 RAN 6255 92/93/95 (14908 RAN 6257 92 95)	y it solety as lingly, and no reason of any \$27.59 11:37:00
Grantor soknowledges that Grantor has read, understands, and ligress to the	e terms and conditions of this Mortgage.	
Dated: DECEMBER 14, 1994		မွ
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GRANTOR PRED MEYER	GRANTOR:	- 13 - 13 - 13 - 13 - 13 - 13 - 13 - 13
GRANTOR: LAURA GILBTRAP	GRANTOR:	

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