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RECORDATION REQUESTED BY:

Standard Bank and Trust Company 2400 West 95th Street Evergreen Park, IL 60642

WHEN RECORDED MAIL TO: The Broken

Standard Bank and Trust Company 2400 West 95th Street Evergreen Park, IL//60642

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THIS MORTGAGE IS DATED JUNE 4, 1995, between Paul M. Sheridan and Maureen S. Sheridan, his wife (j), whose address is 9318 S. Leavitt, Coloago, IL. 60620 (referred to below as "Grantor"); and Standard Bank and Trust Company, whose address is 2.00 West 95th Street, Evergreen Park, IL. 60642 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the ollowing described real property, together with all existing or subsequently ejected or affixed buildings, improve neas and fixtures; all easemants, rights of way, and appurtenences; all water water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, 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"):

The East 132 feet of Lot 72 (except the South 42 feet thereof and except the North 42 feet thereof) in Geagre Al Chamber's Subdivision of the West 1/2 of the South West 1/4 of Section 5, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 9318 S. Leavitt, Chicago, IL 9 60620, 7 The Real Property tax identification number is 25-06-313-028.

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

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated June 4, 1995, between Lender and Grantor with a credit limit of \$100,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The maturity date of this Mortgage is June 4, 2002. The interest rate under the Credit Agreement is a variable interest rate based upon an index. The index currently is 9.000% per annum. The Credit Agreement has tiered rates and the rate that applies to Grantor depends on Grantor's credit limit. The interest rate to be applied to the credit limit shall be at a rate 1.000 percentage points above the index for a credit limit of \$49,999.99 and under, at a rate 0.500 percentage points above the index for a credit limit of \$50,000.00 to \$99,899.99, and at a rate equal to the index for a credit limit of \$100,000.00 and above, subject however to the following maximum rate. Under no circumstances shall the interest rate be more than the lesser of 17,900% per annum or the maximum rate allowed by applicable law.

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MORTGAGE

(Continued)

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Grantor. The word "Grantor" means Paul M. Sheridan and Maureen S. Sheridan. The Grantor is the mortgager under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, aureties, and accommodation parties in connection with the indebtedness.

Improvements. The word "improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agraement 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 Mortgage, together with interest on such amounts as provided in 1/1/8 Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of predit and shall secure not only the amount which Lender has presently advanced to Grantor under the Credit Agreement, but sign any future amounts which Lender may advance to Grantor under the Credit Agreement within the city (20) years from the date of this Mortgage to the same extent as if such future advance were made at of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make edvances to Grantor so long as Grantor compiles with all the terms of the Credit Agreement and Related Opcuments. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement. any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage accures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$110,000,00

Lender. The word "Lender" means Standard Bank and Trust Company, its successors and assigns. The Lender is the mortgage under this Mortgage.

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

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

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

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

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

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

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 INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIDRITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STAUTORY LIENS, EXCEPTING SOLELY TAXES

06-04-1995 Loan No 066826405-6 (Continued)

and assessments levied on the real property, to the extent of the maximum amount SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS: 100

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

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Ronts from the Property.

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

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

Hazardous Substances. The terms "hazardous waste," "hezardous substance," "cleposat," "release," and "inreatened release," as used in this Mortgage, shall have the same meanings as iset forth in the Comprinensive environmental Response, Compensation, and Liability Act of 1690, as amended 42 U.S.C. Section 9601, or seq. ("CERCLA", the Superiund Amendments and Reauthorization Act of 1888, Pub. L. No. 99-409 ("SARA") the Hazardous Materials Transportation Act, 49 U.S.C. Section 1601, or seq. the Resource Conservation and recovery Act, 49 U.S.C. Section 9091, or seq. or other applicable state or Federal liuse, rudes, or regulations accepted pursuent to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also instance, without limitation, periodour and potroleum by any fraction intered und asbestos. Grantor represents and warrants to Londor that: (n) During the period of Grantor's ownership of the Property; there has been on use, generation, manufacture, storage, treatment, disposal, release of threatened release of any inazerdous waste or substance by any person or, under, or about the Property; (b) Grantor has no knowledge of, or respon to buileve that there has been, except as previously disclosed to any acceptance of the period of the Property or (ii) any actual or the period of the Property or (ii) any actual or the period of the Property or (ii) any actual or the period of the period of the Property or (ii) any actual or the period of the Property or (ii) any actual or the period of the Property or (iii) any actual or the period of the Property or (iii) any actual or the period of the Property or (iii) any actual or the period of the Property or (iii) any actual or the period of the Property or (iii) and the period of the Mortgage of the period of the pe

Nulsance, Waste. Grantor shall not cause, conduct or permit any nuisance nor complete permit, or suffer 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 oil and gas), soil, gravel or rock products without the prior written cansent of Lei dev

Removal of improvements. Grantor shall not demalish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal or any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws; ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect: Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property. the galactic time the Wilson of the contraction was made to

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DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of ail 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, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, teasehold 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 interest. If 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 If such exercise is prohibited by federal law or by Illinois taw.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgago.

Payment. Grantor shall risy when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments 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 engli maintain the Property free of all liens having priority over or equal to the interest of Lender under this Montage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good fall dispute over the obligation to have so long as Lender's interest in the Property is not jeopardized. It a lien arises or is filled as a result of harpayment, Grantor shall within fifteen (15) days after the lien arises or, it a lien is filled, within fifteen (15) days after the lien arises or, it a lien is filled, within fifteen (15) days after the lien or the lien, or it requested by Lender, disposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount summent to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of 2 foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property Grantor shall name Lender as an additional obliged under any surety bond turnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand breaish to Lender satisfactory evidence of payment of the tixes or assessments and shall authorize the approprieto governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least lifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to including the Property are a part of this Mortgane.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire 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 coinsurance clause, and with a standard mortgaged clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled a diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclarater of the insurer's limbility for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or daniago to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) 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. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the

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purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

EXPENUITURES BY LENDER: If Grantor falls to comply with any provision of this Morigage, or if any action or proceeding is commerced 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 Credit Agreement 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 credit line and be apportioned among and be payable, with any installment payments to become due during either. (i) the term of any applicable insurance policy or (ii) the remaining term of the Credit Agreement, or (c) be treated as a balloon payment which will be due and payable at the Credit Agreement'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 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.

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

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by Lender in connection with this Mc (210e, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will lorever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Crantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding, and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to permit such participation.

Compliance With Laws. Grantor warrants (he) the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities, including without limitation all applicable environmental laws, ordinances, and regulations, unless otherwise specifically excepted in the environmental agreement executed by Grantor and Lender relating to the Property.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Morigage.

Application of Net Proceeds. If all or any part of the Property is condemned by entinent domain proceedings of by any proceeding or purchase in lieu of condemnation. Under may at its election require that all or any portion of the net proceeds of the award be applied to the indibtedness or the repair of restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys fees incurred by Lender in connection with the condemnation:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to derive the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own cames, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES To following provisions relating to governmental taxes, less and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lander, Grantor shall execute such documents in uddition to this Mortgage and take whatever other action is requested by Lennier to perfect and continue Lander's lien on the Real Property. Grantor shall reimburse Lander for all taxes, as describer below, together with all expanses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, less, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness security by this Mortgage: (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage: (c) a tax on this type of Mortgage chargeable against the Landur or the holder of the Credit Agreement; and (d) a specific tax on all or any portion of the indebtedness or an payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgago, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Landor shall have all of the rights of a secured party under

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the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest: Upon default, Grantor shall assemble the Personal Property in a manner and a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender. after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact rise a part of this Mortgage.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filled, recorded, reflied, or rerecorded, as the case may be, at such times and in such officer and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or dealtable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Credit Agreement, this Mortgage, etc. the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior time on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agration the Contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Altorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and in Grantor's expense. For such purposes, Grantor hereby irrovocably appoints Lender as Grantor a morney-in-fact for the purpose of making, executing, delivering, filling, recording; and doing all other things to may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the precoring paragraph.

FULL PERFORMANCE. If Grantor pays all the Indel tediless when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a sultable satisfaction of this Mongage and sultable statements of termination of any financing statement on file evidencing Lender's security interest in the Pants and the Personal Property. Grantor will pay, if pormitted by applicable law, any reasonable termination fee an determined by Lender from time to time. It, however, payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the ancient of that payment (a) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any suddment, decree or order of any count or administrative body having jurisdiction over Lender with any citament (including without limitation Grantor), the indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinotated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note of other instrument or agreement extent as if that amount never had been originally received by Lender, and Continue shall be bound by any judgment, theore, order, settlement or compromise relating to the indebtedness or to the Mortgage.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of detail. ("Event of Default") under this Merigage: (a) Granter commits traud or makes a material misrepresentation at each time in connection with the credit line account. This can include, for example, a false statement about Granter's income, sepats, liabilities, or any other aspects of Granter's financial condition. (b) Granter does not meet the repayment terms of the credit line account. (c) Granter's action or inaction adversely affects the collateral for the credit line account or Lander's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of this or sale of the dwelling, creation of a lien can the dwelling without Lander's permission, foreclosure by the holder of another lian, or the use of funds of the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time therewher. Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accolerate indebtedness. Londer shall have the right at its option without notice to Grantor to decit a the ontire 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 the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, 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 fors directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endurse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds.

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.08+04-1995 Loan No 066826405-5 MORTGAGE (Continued) spor Page(7

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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 subparagraph of their in person, by agent, or through a receiver.

Mortgages in Possession. Lender shall have the right to be placed as mortgages 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 Bents from the Property and apply the proceeds, over and above the cost of the receivership against the indebtedness. The mortgages 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 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.

Judicial Foreclosure. Lender may obtain a judicial decree Graciosing 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 deliciency remaining 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 Credit Agreement or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby walves any and all right to have the property marshale. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or superately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any person of the Property.

Notice of Sale. Lender shall give anter reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Walver; Election of Remedies. A walver of any party of a breach of a provision of this Mortgage shall not constitute a walver of or prejudice the party's funts otherwise to demand strict compliance with that provision or any other provision. Election by Lender (1) pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or any action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall 1 of affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees: Expenses. If Lender Institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable 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 pounts on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Gredit Agreement. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law. Lender's attorneys' fees and Lender's legal expenses whether or not there is a blowsult, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic attay 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 least, and the insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing, may be be sent by toleracsimilie, and shall be effective when actually delivered, or when deposited with a nationally recognized oversight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage 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.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in apportunce with the laws of the State of Illinois.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Londer in any capacity, without the written

06-04-1995 Loan No 066826405-5

(Continued)

Page 1

consent of Lenders in code insciring a

Multiple Parties. All obligations of Grantor under this Mortgage 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 Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage 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 parsons 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 Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage 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 Mortgage and the Indebtedness by way of forbearance of extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

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

Walver of Homes, as. Exemption. Grantor hereby releases and walves all rights and benefits of the homestead exemption (and of the State of Illinois as to all Indebtedness secured by this Mortgage.

Walvers and Consents. Let der shall not be deemed to have waived any rights under this Mortgage (or incler the Related Documents) urlies such waiver is in writing and signed by Lender. No delay or emission 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 Workers shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. 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 tensactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsective instances where such consent is required.

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

GRANTOR:

Paul M. Sheridan

Maureen S. Sheridan

· Conts Office 95377257

UNOFFICIAL (

06-04-1995 Loan No 066825405-5 (Continued)

This Mortgage prepared by: Penny Jackson 2400 W. 95th Street Evergreen Park, III, 60642 INDIVIDUAL ACKNOWLEDGMENT STATE OF JEAN W. KOBJO Notary full, be, State of Illinois My Commission Expires 11/10 **COUNTY OF** On this day before me, the undersigned Notary Public, personally appeared Paul M. Sheridan and Maureen S. Sheridan, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this Notary Public in and for the State of My commission expires LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.19a (c) 1995 CFI ProServices, inc. All rights reserved.

Slept's Office IIL-G03 E3.19 SHERIDAN.LN L6.OVL)

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