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The Lemont National Bank
310 Main Street
Lemont, Illinois 60439

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150014 TRAN 7931 08/07/96 11:29:00
47151 J.W. 96-602195
COOK COUNTY RECORDER

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ADJUSTABLE RATE BALLOON MORTGAGE

THIS INDENTURE, MADE THIS 2nd day of August, 1996 by and between Dimitrios Pouloukefalos and Christina Pouloukefalos, His Wife, (Hereinafter referred to as "Mortgagor"), and The Lemont National Bank, Lemont, Illinois (Hereinafter referred to as "Mortgagee") witnesseth: THAT, WHEREAS the Mortgagor are justly indebted to the legal holders of the adjustable rate balloon note hereinafter described, said legal holder or holders being herein after referred to as holders of the note, in the principal sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 -----DOLLARS, (\$250,000.00) evidenced by one certain adjustable rate balloon note of the Mortgagors of even date herewith made payable to the order of Mortgagee and delivered, in and by which said note the Mortgagors promise to pay the said principal sum and interest from August 2, 1996 on the balance of principal remaining from time to time unpaid at the "initial rate of interest" of 8.25%. The principal balance (if any) remaining unpaid on said adjustable rate balloon note, plus accrued interest, shall be due and payable no later than September 1, 1998.

Said note provides for changes in the interest rate and in the amount of the installment payments due thereon in the following manner:

- (i) The interest rate may be adjusted by the holders of the note upon changes in the index, each such date being hereinafter referred to as the "change date".
- (ii) Changes in the interest rate shall be based upon changes in the "index". The index shall be the High Money Center Bank prime lending rate as published from time to time in the Wall Street Journal and is currently calculated at 8.25%, but shall not be less than 8.25% at any time during the term of this loan (Hereinafter referred to as the "Original Index").
- (iii) Upon each change date, the holders of the note shall determine any change in the interest rate, and shall calculate the amount of the difference, if any, between the current index and the original index. In the event that the current index exceeds the original index, the holder of the note may add the difference to the original index. In the event that the current index is less than the original index the holder of the note shall subtract the difference from the original index. The new rate shall be the original index plus or minus the current index difference. Upon any change in the interest rate, the holder of the note may revise the monthly interest payment on the note to the extent sufficient to repay the outstanding interest balance in full on September 1, 1998 (Maturity Date) at the new interest rate in substantially equal payments.
- (iv) The new interest rate shall become effective on each change date and any resulting change in the monthly payment shall become effective on the date of the first monthly payment thereafter and shall remain in effect

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until said amount is again changed or the note is fully repaid.

If there is a transfer of the Property subject to paragraph 20 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index Figure or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 20.

All payments on account of the indebtedness evidenced by said adjustable rate balloon note (Hereinafter referred to as "note") shall be applied first to costs of collection then to accrued and unpaid interest on the unpaid principal balance then to escrow and the remainder, if any, to unpaid principal. All payments on account of the indebtedness evidenced by said note shall be paid at such place as the holder of said note may from time to time in writing appoint, and in the absence of such appointment, then at the office of The Lemont National Bank, 310 Main Street, Lemont, Illinois, 60439.

NOW, THEREFORE, Mortgagor, to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, and of the Note secured hereby, and the performance of the covenants and agreements herein contained by Mortgagor to be performed, does by these presents MORTGAGE, GRANT, REMISE, RELEASE AND CONVEY unto Mortgagee, its successors and assigns, the following described real estate and all its estate, right, title and interest therein situated, lying and being in the County of Cook, State of Illinois, to wit:

LOT 17 IN CUTTERS RUN OF SOUTH BARRINGTON SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 6, 1990 AS DOCUMENT NUMBER 90,156,829, IN COOK COUNTY, ILLINOIS.

Permanent Index No. 01-34-106-001

and commonly known as 27 CUTTERS RUN, SOUTH BARRINGTON, ILLINOIS 60010 which, with the property hereinafter described, is referred to herein as the "Premises;"

TOGETHER with all future improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) shall be for the purposes of this Mortgage deemed to be real estate and conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the Premises unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, etc. Mortgagor shall: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed to substantially the same character as prior to such damage or destruction; (b) keep said Premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien; (c) immediately pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof (no such superior lien, except for taxes which are a lien but are not yet payable, to be permitted hereunder), and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said Premises; (e) comply with all requirements of law, municipal ordinances, and covenants, easements and restrictions of record with respect to the Premises and the use thereof; (f) make no

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alterations in said Premises without Mortgagee's written consent which will not be unreasonably withheld; (g) suffer or permit no change in the general nature of the occupancy of the Premises, without Mortgagee's written consent; (h) initiate or acquiesce in no zoning reclassification or variance without Mortgagee's written consent; (i) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of said Note. As used in this paragraph and elsewhere in this Mortgage, the term "indebtedness" shall mean and include the principal sum evidenced by said Note, together with all interest, and all other sums at any time secured by this Mortgage.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items". Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items. The Funds shall be held in an escrow account held by the Lender. Lender shall apply the Funds to pay the escrow items. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to the lender any amount necessary to make up the deficiency in one or more payments as required by Lender. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 10 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Insurance.** Until the indebtedness secured hereby is fully paid, all buildings and improvements upon the Premises and all fixtures, equipment and property therein contained or installed shall be kept unceasingly insured against loss and damage by such hazards, casualties and contingencies in such amounts and for such periods as may from time to time be required by Mortgagee. All insurance shall be written in standard policies and by insurance companies approved by Mortgagee having a Best's rating of at least A+. All policies of insurance and renewals thereof shall have attached thereto standard noncontributory mortgagee clauses acceptable to Mortgagee, which shall provide that such coverage cannot be terminated as to Mortgagee, except upon thirty (30) days written notice. At Mortgagee's option all policies shall, with all premiums fully paid, be delivered to Mortgagee as issued at least thirty (30) days before the expiration of old policies and shall be held by Mortgagee until all sums hereby secured are fully paid. In case of sale pursuant to a foreclosure of this Mortgage or other transfer of title to the Premises and extinguishment of the indebtedness secured hereby, complete title to all policies held by Mortgagee and to all prepaid or unearned premiums thereon shall pass to and vest to the purchaser or grantee. Mortgagee shall not, by reason of accepting, rejecting, approving or obtaining insurance, insure any liability for payment of losses. Without in any way limiting the generality of the foregoing, Mortgagor covenants and agrees to maintain insurance coverage on the Premises to include:

- (1) Fire and extended coverage insurance (including vandalism and malicious mischief) for an amount equal to the greater of the unpaid principal amount from time to time secured hereby or the full replacement cost of the improvements to the Premises. If at any time a dispute arises with respect to replacement cost, Mortgagor agrees to provide at Mortgagor's expense an insurance appraisal prepared by an insurance appraiser approved by Mortgagee establishing the full replacement cost in a manner satisfactory to

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the insurance carrier.

- (ii) Comprehensive General Public Liability and Property Damage Insurance for an amount not less than \$500,000.00 Dollars (\$500,000.00) combined single limit for claims arising from any accident or occurrence in or upon the Premises.
- (iii) Flood insurance whenever in the opinion of Mortgagee such protection is necessary and is available.

Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereon under a standard mortgagee clause acceptable to Mortgagee. Mortgagor shall immediately notify Mortgagee whenever any such separate insurance is taken out and shall promptly deliver to Mortgagee the policy or policies of such insurance.

4. Adjustment of Losses With Insurer and Application of Proceeds of Insurance. In case of loss or damage by fire or other casualty, Mortgagee is authorized: (a) to settle and adjust any claim under insurance policies which insure against such risks; or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, Mortgagee is authorized to collect and receipt for any such insurance money. Such insurance proceeds shall, at the option of the Mortgagee, either be applied in reduction of the indebtedness secured hereby, whether due or not, or be held by the Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoration of buildings or improvements on said Premises. The buildings and improvements shall be so restored or rebuilt to so to be of at least equal value and substantially the same character as prior to such damage or destruction. In any case, where the insurance proceeds are made available for rebuilding and restoration, such proceeds shall be disbursed upon the disbursing party being furnished with satisfactory evidence of the estimated cost of completion thereof and with architects' certificates, waivers of lien, contractors' and subcontractors' sworn statements, title continuations and other evidence of cost and payments so that the disbursing party can verify that the amounts disbursed from time to time are represented by completed and in place work and that said work is free and clear of mechanics' lien claims. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed from time to time, and at all times the undisbursed balance of such proceeds remaining in the hands of the disbursing party shall be at least sufficient to pay for the cost of building or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto. No interest shall be allowed to Mortgagor on any proceeds of insurance held by Mortgagee.

5. Stamp Tax. If, by the laws of the United States of America, or of any state having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the issuance of the Note hereby secured, Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to reimburse the Mortgagee for any sums which Mortgagee may expend by reason of the imposition of any tax on the issuance of the Note secured hereby.

6. Effect of Extensions of Time. If the payment of said indebtedness, or any part thereof, be extended or varied, or if any part of any security for the payment of the indebtedness be released, or if any person or entity liable for the payment of the indebtedness is released, or if the Mortgagee takes other or additional security for the payment of the indebtedness, or if Mortgagee waives or fails to exercise any right granted herein, or in the Note secured hereby, or in any other instrument given to secure the payment hereof, all persons now or at any time hereafter liable for the payment of the indebtedness, or any part thereof, or interested in the Premises shall be held to assent to such extension, variation, release, waiver, failure to exercise or the taking of additional security, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being

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expressly reserved by the Mortgagee, notwithstanding such extension, variation, release, waiver, failure to exercise, or the taking of additional security.

7. **Effect of Changes in Laws Regarding Taxation.** In the event of the enactment after this date of any law of the state in which the Premises are located deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of Mortgagee or debts secured by mortgages or the Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holders thereof, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee: (a) it might be unlawful to require Mortgagor to make payments; or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable thirty (30) days from the giving of such notice.

8. **Mortgagee's Performance of Defaulted Act.** In case of default herein, Mortgagee may, but need not, and whether electing to declare the whole of the indebtedness due and payable or not, and without waiver of any other remedy, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment or cure any default of landlord in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee in regard to any tax referred to in Paragraph 5 or to protect the Premises or the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate equal to the Default Rate made reference to in the Note secured hereby. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

9. **Acceleration of Indebtedness in Case of Default.** If: (a) default be made in the due and punctual payment of the Note secured hereby, or any payment due in accordance with the terms thereof, either of principal or interest; or (b) the Mortgagor, of the Note secured hereby shall file a petition in voluntary bankruptcy or under Chapter 7, 11 or 13 of the Federal Bankruptcy Act or any similar law, state or federal, whether not or hereafter existing, or any answer admitting insolvency or inability to pay its debts; or (c) the Mortgagor, of the Note secured hereby, shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for the Mortgagor, or for all of the property of Mortgagor or a substantial part thereof in any involuntary proceeding or any court shall have taken jurisdiction of the property of the Mortgagor, of the Note secured hereby, a substantial part thereof, in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Mortgagor of the Note secured hereby; or (d) Mortgagor of the Note secured hereby, shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver, trustee, custodian or liquidator (other than by way of probate proceedings) of all its property or a substantial part thereof; or (e) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by Mortgagor or (f) default shall be made in the due observance or performance of any of the covenants, agreements or conditions contained, required to be kept or observed by Mortgagor or any other part in any other instrument given to secure the payment of the Note secured hereby; or (g) if at any time or times hereafter any representation, warranty, statement or

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report or certificate made now or hereafter made by Mortgagor is not true or correct; or (h) if all or a substantial part of the property of Mortgagor is attached, seized, or subjected to a writ or distress warrant, or are levied upon, or coming to the possession of any custodian, receiver, trustee or assignee for the benefit of creditors; or (i) an order be entered in a court of competent jurisdiction against Mortgagor to restrain or enjoin or if any of them are restrained or enjoined or in any way prevented by court order from conducting all or a substantial part of their business affairs; (j) if a notice of lien, levy or assessment is filed of record with respect to all or any part of the assets of Mortgagor or any guarantors by the United States of America or any department thereof of the State of Illinois; then and in every such case the whole of the indebtedness hereby secured shall, at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor. If, while any insurance proceeds or condemnation awards are being held by Mortgagee to reimburse Mortgagor for the cost of rebuilding or restoration of buildings or improvements on the Premises, as set forth in Paragraphs 4 or 15 hereof, Mortgagee shall be or become entitled to, and shall accelerate the indebtedness secured hereby, then and in such event, Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by it in reduction of the indebtedness hereby secured and any excess held by Mortgagee over the amount of indebtedness then due hereunder shall be returned to Mortgagor or any party entitled thereto without interest. Anything herein to the contrary notwithstanding Mortgagee shall not accelerate the Note secured hereby unless and until notice of default not be cured within seven (7) days of said notice.

10. **Foreclosure; Expense of Litigation.** When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien thereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title search and examinations, title insurance policies, Torrens' Certificates and similar data and assurances with respect to the title as Mortgagee may deem reasonable necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph said Premises and the maintenance of the lien of this Mortgage, including the fees of any attorneys employed by Mortgagee in any litigation or proceeding affecting this Mortgage, said Note or said Premises including but not limited to appellate, probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by Mortgagor, with interest thereon at a rate equal to the Default Rate made reference to in the Note secured hereby and shall be secured by this Mortgage.

11. **Application of Proceeds of Foreclosure Sale.** The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order or priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including but not limited to all such items as are mentioned in the preceding paragraph hereof; second, all other items which may, under the terms hereof, constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided and all principal and interest remaining unpaid on the Note; and third any surplus to any party entitled thereto as their rights may appear.

12. **Appointment of Receiver.** Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of said Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without

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regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee hereunder or any holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit, and in case of a sale and deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of:

- (a) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decrees, provided such application is made prior to foreclosure sale; and
- (b) the deficiency in case of a sale and deficiency.

13. **Rights Cumulative.** Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver or any default or acquiescence therein.

14. **Mortgagee's Right of Inspection.** Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

15. **Condemnation.** Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or make said proceeds available to reimburse Mortgagor for the costs of the rebuilding or restoration of the building or improvements on said premises, such proceeds shall be made available for restoration or rebuilding of the Premises. In the event that Mortgagee elects to make said proceeds available to reimburse Mortgagor for the costs of the rebuilding or restoration of the building or improvements on said premises, such proceeds shall be made available in the manner and under the conditions that Mortgagee may require. The buildings and improvements shall be restored or rebuilt in accordance with plans and specifications to be submitted to and approved by Mortgagee. If the proceeds are made available by Mortgagee to reimburse Mortgagor for the cost of said rebuilding or restoration, any surplus which may remain out of said award after payment of such cost or rebuilding or restoration shall at the option of Mortgagee be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto. No interest shall be allowed to Mortgagor on the proceeds of any award held by Mortgagee.

16. **Release Upon Payment and Discharge of Mortgagor's Obligations.** Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby including the payment of a reasonable fee to Mortgagee for the execution of such release.

17. **Giving of Notice.** Any notice which either party hereto may desire or be required to give to the other party shall be deemed proper if it is in writing

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and deposited with the United States Postal Service, first class, certified or registered mail, postage prepaid, and addressed to the Mortgagor at: 4834 N. Normandy, Chicago, Illinois 60656 or to the Mortgagee at: The Lemont National Bank, 310 Main Street, Lemont, Illinois 60439, or at such other place as any party hereto constitute service of notice hereunder.

18. **Waiver of Defense.** No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured. Mortgagor shall not, and will not, apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of this mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or decrees of foreclosure of this Mortgage on behalf of Mortgagor.

19. **Filing and Recording Fees.** Mortgagor will pay all filing, registration or recording fees and all expenses incident to the execution and acknowledgement of this Mortgage, and all federal, state, county, and municipal taxes and other taxes (but not income taxes of Mortgagee), duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of said Note and this Mortgage.

20. **Sale, Conveyance or Transfer of Premises.** Mortgagor shall not (whether voluntarily or by operation of law) sell, convey, assign, further encumber or otherwise transfer the Premises or any part thereof or any interest therein without, in each instance, the express written consent of Mortgagee. In any such event, Mortgagee may upon such sale, conveyance, assignment, hypothecation or other transfer, at its option declare all sums evidenced by the Note secured hereby immediately due and payable.

21. **Miscellaneous.** This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor and its successors, grantees and assigns, any subsequent owner or owners of the Premises and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed said Note or this Mortgage. The word "Mortgagee" when used herein, shall include the successors and assigns of the Mortgagee named herein, and the holder or holders, from time to time, of the Note secured hereby.

In the event one or more of the provisions contained in this Mortgage or the Note secured hereby, or in any other security documents given to secure the payment of the Note secured hereby, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provision of this Mortgage, and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The validity and interpretation of this Mortgage and of all other documents evidencing or securing the indebtedness shall be construed in accordance with the laws of the State of Illinois.

Mortgagor shall not by act or omission permit any building or other improvement on Premises not subject to the lien of this Mortgage to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises or any interest therein to be used. Similarly, no building or other improvement on the Premises shall rely on any Premises not subject to the lien of this Mortgage or any interest therein

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to fulfill any governmental or municipal requirement. Mortgagor shall not by act or omission impair the integrity of the Premises as a single zoning lot separate and apart from all other Premises. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this paragraph shall be void.

Mortgagor, on written request of Mortgagee, will furnish a signed statement of the amount of the indebtedness secured hereby and whether or not any default then exists hereunder and specifying the nature of such default.

The Note secured hereby requires the payment of a late charge in the event any installment of principal or interest due thereunder or any monthly deposit for tax or insurance hereunder shall become overdue. Said Note requires the payment to the Mortgagee of a late charge of five cents (\$.05) for each dollar so overdue to defray part of the cost of collection. Said late charge shall be secured hereby as indebtedness, as that term is defined in Paragraph 1 hereof.

If Mortgagee shall commence a civil action to foreclose this Mortgage pursuant to the provisions hereof and to obtain a Decree of Foreclosure and Sale, the failure to join any such tenant or tenants as party defendant or defendants in any such civil action or the failure of any Decree of Foreclosure and Sale to foreclose their rights shall not be asserted by the Mortgagor as a defense in any civil action instituted to collect the indebtedness secured hereby, or any part thereof, or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

Mortgagor, on behalf of himself/herself and each and every person claiming by, through or under Mortgagor, hereby waives any and all rights of redemption, statutory or otherwise, without prejudice to Mortgagee's right to any remedy, legal or equitable, which Mortgagee may pursue to enforce payment or to effect collection of all or any part of the indebtedness secured by this Mortgage, and without prejudice to Mortgagee's right to a deficiency judgement or any other appropriate relief in the event of foreclosure of this Mortgage.

Borrower hereby waives all right of homestead exemption in the Property.

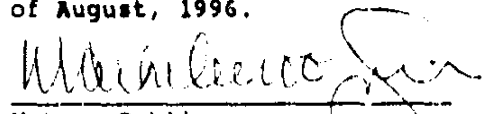
IN WITNESS WHEREOF, the Mortgagor has executed this Instrument the day and year first above-written.


Dimitrios Pouloukefalos

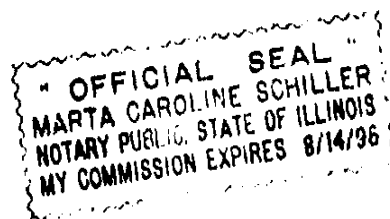

Christina Pouloukefalos

State Of Illinois, County of DeWitt, S.S.

I, Marta Caroline Schiller, A Notary Public in and for and residing in said County, in the state aforesaid do hereby certify that Dimitrios Pouloukefalos and Christina Pouloukefalos are, personally known to me to be the same persons whose names are subscribed in the foregoing instrument, appeared before me this day in person and acknowledge that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth. Given under my hand and Notarial Seal This 2nd day of August, 1996.


Notary Public

My Commission Expires:



36602195

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