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DEPT-01 RECORDING 141.50
T#0014 TRAN 9479 11/06/96 14:31:00
#0655 # JW *-96-850762
COOK COUNTY RECORDER

MORTGAGE

This Mortgage ("Security Instrument") is given on October 24, 1996. The Mortgagor is Sean B. Bisceglia and Jennifer Bisceglia, (his wife) ("Mortgagor") whose address is 951 Sheridan Road, Glencoe, Illinois. This Security Instrument is given to Harris Trust and Savings Bank which is organized and existing under the laws of the State of Illinois, and whose address is 111 West Monroe Street, Chicago, Illinois 60603 ("Lender").

WHEREAS, TFA Communications, L.L.C., TFA Communications Chicago, L.L.C., TFA Communications Boston, L.L.C and TFA Communications Dallas, L.L.C. (the "Borrowers") is justly and truly indebted to the Lender in the principal sum of Two Hundred Sixty-Two Thousand Four Hundred Ninety Nine and 69/100 Dollars (\$262,499.69) as evidenced by that certain promissory note dated October 24, 1996 and payable to the order of Lender (such promissory note and any and all modifications and notes issued in substitution or replacement therefor or in extension or renewal thereof in whole or in part being hereinafter referred to as the "Note") with such Note being payable to the order of the Lender in such principal sum, together with interest thereon, payable at the rates and times set forth therein, with a final maturity of all principal and interest not sooner paid due and payable on demand; and

WHEREAS, as a condition precedent to the extension of credit to the Borrower as evidenced by the aforesaid Note, the Lender requires that Sean B. Bisceglia (the "Guarantor") execute and deliver to the Lender a Guaranty dated as of even date herewith (collectively the "Guaranty");

WHEREAS, this mortgage granted by the Mortgagor is hereby limited to the sum of Forty Four Thousand and 00/100 Dollars (\$44,000.00);

WHEREAS, Guarantor is the owner of 100% of the interest of the Mortgagor and as a further condition precedent to the extension of credit to the Borrower as evidenced by the Note, the Lender requires that the Guarantor cause the Mortgagor to secure Guarantor's obligations under the Guaranty with the Property (as hereinafter defined).

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This Instrument Prepared By And
After Recording Return To:
Carla Herring
Harris Trust and Savings Bank
111 West Monroe Street
Chicago, Illinois 60603

Return To:

LEXIS Document Services
135 S. LaSalle St., Suite 2260
Chicago, IL 60603
Phone: (312) 201-1273



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NOW, THEREFORE, to secure (a) the payment, observance and performance of all obligations arising pursuant to the Guaranty, (b) the payment of all other sums, with interest, advanced in accordance with the provisions of this Security Instrument to protect the security of this Security Instrument, and (c) the performance of Mortgagor's covenants and agreements under this Security Instrument (all of such indebtedness, obligations and liabilities being hereinafter sometimes collectively referred to as the "indebtedness hereby secured"), and in consideration of the sum of \$10.00 and other good and valuable consideration received by the Mortgagor, the receipt of which is hereby acknowledged, Mortgagor does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois;

PARCEL 1:

THAT PART OF LOT 4 OF BORN'S SUBDIVISION (ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS ON MAY 23, 1934 AS DOCUMENT 11402928) OF LOT "C" (EXCEPT THOSE PARTS THEREOF DEDICATED OR TAKEN FOR HIGHWAYS) IN THE SUBDIVISION OF ALL OF LOTS 1,2,3,4, THE NORTH 24.7 FEET OF LOT 7 AND PART OF LOTS 5 AND 6 ALL IN OWNER'S SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (ACCORDING TO THE PART RECORDED IN BOOK 81 OF PLATS PAGE 11) AND THE NORTH 24.7 FEET OF THE EAST 320.25 FEET OF THE SOUTHWEST 1/4 OF SECTION 6, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT, 144.28 FEET TO A CORNER OF SAID LOT; THENCE SOUTHERLY AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID LOT, 113.82 FEET TO A POINT FOR PLACE OF BEGINNING THENCE WESTERLY ALONG A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 110.26 FEET TO THE EASTERLY LINE OF SHERIDAN ROAD; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SHERIDAN ROAD 50.84 FEET TO A POINT WHICH IS 54.82 FEET SOUTHERLY OF AND MEASURED AT RIGHT ANGLES THERETO THE NORTHERLY LINE OF SAID LOT; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT, 122.68 FEET TO A POINT; THENCE SOUTHERLY ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 49 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 4 IN BORN'S SUBDIVISION (AS PER PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MAY 23, 1934 AS DOCUMENT 11402928) DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT, 144.28 FEET TO A CORNER OF LOT; THENCE SOUTHERLY AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID LOT, 64.82 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE WESTERLY ALONG A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT, 122.68 FEET TO THE EASTERLY LINE OF SHERIDAN ROAD; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SHERIDAN ROAD 51.29 FEET TO A POINT WHICH IS 16 FEET SOUTHERLY OF AND MEASURED AT RIGHT ANGLES THERETO THE NORTHERLY LINE OF SAID LOT; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT, 138.37 FEET TO A POINT; THENCE SOUTHERLY ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 48.82 FEET TO THE PLACE OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

which has the address of 951 Sheridan Road, Glencoe, Illinois ("Property Address")
P.I.N: 05-06-201-011

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TOGETHER WITH all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in the Security Instrument as the "Property".

MORTGAGOR COVENANTS that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances, of record. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS Mortgagor and Lender covenant and agree as follows:

1. **Payment of Indebtedness and Maintenance of Guaranty.** Mortgagor shall promptly pay as and when the same becomes due the indebtedness hereby secured. Mortgagor shall not, and shall not purport to terminate, breach, repudiate, disavow or revoke or for any other reason, cause the Guaranty to fail to be in full force and effect.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Mortgagor shall pay to Lender on the last day of each month, until the indebtedness hereby secured is paid in full and Lender's commitment to lend to the Borrower has expired, 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 institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Mortgagor interest on the Funds and applicable law permits Lender to make such a charge. Mortgagor and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Mortgagor any interest or earnings on the Funds. Lender shall give to Mortgagor without charge 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, together with the future monthly payments of Funds payable prior to the dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Mortgagor's option, either promptly repaid to Mortgagor or credited to Mortgagor on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Mortgagor shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of the indebtedness hereby secured and of the Note and termination of Lender's commitment to lend to the Borrower, Lender shall promptly refund to Mortgagor any Funds held by Lender. If under Paragraph 19 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.

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3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied: first, to amounts payable under paragraph 2; second, to fees, expenses and interest due; and last to principal due.

4. **Charges; Liens.** Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Mortgagor shall pay these obligations in the manner provided in Paragraph 2, or if not paid in that manner, Mortgagor shall pay them on time directly to the person owed payment. Mortgagor shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Mortgagor makes these payments directly, Mortgagor shall promptly furnish to Lender receipts evidencing the payments.

Mortgagor shall promptly discharge any lien which has priority over this Security Instrument unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender required insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Mortgagor.

Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, unless Mortgagor provides Lender with collateral which, in the sole discretion of Lender, is equal to the value of the Property as of the date of execution of this Security Instrument, the insurance proceeds shall be remitted directly to the Lender to, at Lender's option, either (a) be applied to the restoration or repair of the Property or (b) be held by the Lender as additional collateral security for the indebtedness hereby secured, whether or not then due, to be applied by Lender, at Lender's discretion, to the indebtedness hereby secured as such indebtedness becomes due; in the event Lender exercises its option under (b) above, such proceeds shall not be released by Lender until such time as the Note and all indebtedness hereby secured are paid in full and the termination of Lender's commitment to lend to the Borrower, at which time any excess shall be paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days any notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or may hold such proceeds as additional collateral security for the indebtedness hereby secured, to be applied by Lender as set forth in the preceding sentence. The 30 day period will begin when the notice is given.

If under Paragraph 19 the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall

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pass to Lender as additional collateral security for the indebtedness hereby secured, whether or not then due, and shall be applied by Lender, at Lender's discretion, to the indebtedness hereby secured as such indebtedness becomes due; with any excess to be released by Lender to Mortgagor at such time as the Note and all indebtedness hereby secured are paid in full and the termination of Lender's commitment to lend to the Borrower.

6. Preservation and Maintenance of Property; Leaseholds. Mortgagor shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Mortgagor shall comply with the provisions of the lease, and if Mortgagor acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Mortgagor fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce any laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over the Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this Paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional indebtedness hereby secured. Unless Mortgagor and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the same rate of interest applicable to the Note, from time to time, and shall be payable, upon notice from Lender to Mortgagor.

If Lender required mortgage insurance as a condition of making the loan evidenced by the Note, Mortgagor shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Mortgagor's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspection of the Property. Lender shall give Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a taking of the Property, the proceeds shall be remitted directly to the Lender to, at Lender's discretion, either be (a) applied to restoration or repair of the Property or (b) held by the Lender as additional collateral security for the indebtedness hereby secured, whether or not then due, until such time as the Note and all indebtedness hereby secured are paid in full and the Lender's commitment to lend to the Borrower has terminated; with such funds to be applied by Lender at the Lender's discretion, to the indebtedness hereby secured as such indebtedness becomes due and any excess to be paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Lender to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds as set forth in the preceding paragraph hereof.

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10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums evidenced by the Note granted by Lender to Borrower or to any successor interest of Borrower shall not operate to release the liability of the original Mortgagor or Mortgagor's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums evidenced by the Note. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Mortgagor, subject to the provisions of Paragraph 17. Mortgagor's covenants and agreements shall be joint and several. Any Mortgagor who co-signs this Security Instrument but does not execute the Guaranty: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Mortgagor's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated under the Guaranty or to pay any other sums secured by this Security Instrument; and (c) agrees that Lender and any other Mortgagor or the Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Guaranty or the Note without the Mortgagor's consent.

12. **Loan Charges.** If the Note or the Guaranty is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Note or the Guaranty exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mortgagor which exceeded permitted limits will be refunded to Mortgagor.

13. **Legislation Affecting Lender's Rights.** At Lender's option, it shall be an Event of Default hereunder if the enactment or expiration of applicable laws has the effect of rendering any provision of the Guaranty or this Security Instrument unenforceable according to their respective terms and Lender may invoke any of such remedies permitted by Paragraph 19. In the event that Lender wishes to invoke any of such remedies, Lender shall give Mortgagor notice. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must cure such Event of Default. If Mortgagor fails to cure such Event of Default prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Mortgagor.

14. **Notices.** Any notice to Mortgagor provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Mortgagor designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Mortgagor. Any notice provided for in this Security Instrument shall be deemed to have been given to Mortgagor or Lender when given as provided in this paragraph.

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15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Guaranty conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note or the Guaranty which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note and the Guaranty are declared to be severable.

16. **Mortgagor's Copy.** Mortgagor shall be given one conformed copy of the Guaranty and of this Security Instrument

17. **Transfer of the Property or a Beneficial Interest in Borrower.** At Lender's option, it shall be an Event of Default hereunder if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Lender's prior written consent. Upon the occurrence of such Event of Default, Lender may, at its option, invoke any remedies permitted by Paragraph 19. However, this option shall not be exercised by Lender if its exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Mortgagor notice. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must cure said Event of Default. If Mortgagor fails to cure said Event of Default prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Mortgagor.

18. **Mortgagor's Right to Reinstate.** If Mortgagor meets certain conditions, Mortgagor shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Mortgagor: (a) pay or cause to be paid to Lender all sums which then would be due under this Security Instrument and the Note and the Guaranty had not acceleration occurred; (b) cure any default of any other covenants or agreements; (c) pay all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) take such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Mortgagor's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Mortgagor, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Paragraphs 13 or 17.

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

19. **Acceleration; Remedies.** Lender shall give notice to Mortgagor prior to acceleration following Mortgagor's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Mortgagor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by the Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Mortgagor to acceleration and

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foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence. Notwithstanding the foregoing, nothing contained herein shall impair Lender's right to accelerate the Note and the Guaranty for any default by the loan documents executed by Borrower in connection with the Note.

20. **Lender in Possession.** Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rent collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. **Release.** Upon payment of the Note and all other indebtedness secured hereby and termination of the Lender's commitment to advance any funds to the Borrower, Lender shall release this Security Instrument without charge to Mortgagor. Mortgagor shall pay any recordation costs.

22. **Waiver of Homestead.** Mortgagor waives all right of homestead exemption in the Property.

23. **Replacement.** This Mortgage is issued in substitution and replacement of a Mortgage dated March 14, 1996 and recorded in the Office of the Cook County Recorder of Illinois on September 17, 1996 as Document Number 96-707888.

24. **Riders to this Security Instrument.** If one or more riders are executed by Mortgagor and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | |
| * Third Party Debt Rider | | |


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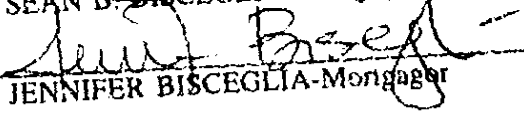
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BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Mortgagor and recorded with it.


SEAN B. BISCEGLIA-Mortgagor


JENNIFER BISCEGLIA-Mortgagor

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THIRD PARTY DEBT RIDER

The Mortgagor acknowledges and agrees that the liens and security interests hereby created are absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of the Lender or any other holders of the Note or of any of the indebtedness hereby secured, and without limiting the generality of the foregoing, the lien and security hereof shall not be impaired by any acceptance by the Lender or any other holder of the Note or of any of the indebtedness hereby secured or of any other security for or guarantors upon the Note or of any of the indebtedness hereby secured or of any other security for or guarantors upon the Note or upon any of the indebtedness hereby secured or by any failure, neglect or omission on the part of the Lender or any other holder of any of the indebtedness hereby secured to realize upon or protect the indebtedness evidenced by the Note or any of the indebtedness hereby secured or any collateral security therefor. The lien and security hereof shall not in any manner be impaired or affected by (and the Lender without notice to anyone is hereby authorized to make from time to time) any sale, pledge, surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or disposition of the Note or of any of the indebtedness hereby secured, or of any collateral security therefor, or of any guaranty thereof or of any other obligor thereof, or of any loan agreement executed in connection therewith. The Lender may at its discretion at any time grant credit to any party whose indebtedness is guaranteed by the Mortgagor without notice to the Mortgagor in such amounts and on such terms as the Lender may elect without in any manner impairing the lien and security hereof. In order to realize hereon and to exercise the rights granted the Lender hereby and under applicable law, there shall be no obligation on the part of the Lender or any other holder of the Note or of any of the indebtedness hereby secured at any time to first resort for payment to the obligor on any note evidencing any of the indebtedness hereby secured or to any guaranty of any of the indebtedness hereby secured or any part thereof or to resort to any other collateral security, property, or liens or any other rights or remedies whatsoever, and the Lender shall have the right to enforce this instrument irrespective of whether or not other proceedings or steps are pending seeking resort to or realization upon or from any of the foregoing.

The lien and security herein created and provided for stand as direct and primary security for the Guaranty and the other indebtedness hereby secured. No application of any sums received by the Lender in respect of the Property or any disposition thereof to the reduction of the indebtedness evidenced by the Note or of the indebtedness hereby secured or any part thereof shall in any manner entitle Mortgagor to any right, title or interest in or to the indebtedness hereby secured or any collateral security therefor, whether by subrogation or otherwise, unless and until all indebtedness hereby secured has been fully paid and satisfied.


SEAN B. BISCEGLIA-Mortgagor


JENNIFER BISCEGLIA-Mortgagor

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