ť.

**ILLINOIS** 

1.5

**ABSTRACT** 

#### MORTGAGE

5820020337 125/31/T N17

DIANA C. MATRAS	DINKE C. MATRAS
ROWARD AND NIPE	1
	}
Particulated and recording Addresses	ADDRESS
2507 HIGHLAND AVE S	2507 HIGHLAND AVE
NERWYW IL 604022423	BERNYN IL 604023623
FIRST BANK MATICHAL ASSOCIATION,	
A MATICHAL BANKING ASSOCIATION	
701 LER FIRET	
DES PLAINNE, IL 60016	
TT. Can and and only all assistantian Country barely made as	and warments to I and a literatified phone the real property described in Scho
NT. For good and valu tols consideration, Grantor hereby mortgages a	and warrants to Lender identified above, the real property described in Sch future and present improvements and fixtures; privileges, hereditamen

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

DEPT-U1 RECORDING \$29 \$29.50 FACCOR TEAN 0/90 11/10/04 11:14:00 (a) this Mortgage and the following

mq	agroem no		. : #00G6	TURBLE (	346G 11/16/7	3 11-14-UU
ł	PRINCE, ANOUNT/	AGREEMENT DATE		BJ	*96	E76464
-			- COCK	COUNT	r RECORDER	
	14,500.00	09/25/1996	09/25/2001	}		
		,				

b) all renewals, extensions, amendments, modifications, replacementr or substitutions to any of the foregolific T-10 PENALTY

\$26.00

3. PURPOSE. This Mortgage and the Obligations described herein are executed and incurred for <u>CONSUMER</u> DUIDOS65 4. FUTURE ADVANCES. This Mortgage secures the repayment of all urles one that Lender may extend to Borrower or Grantor under the promiseory notes and other agreements evidencing the revolving credit loans described in peragreement. The Mortgage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such advances are obligatory or to be ready at the option of Lender to the same extent as if such future advances were made on the date of the execution of this Mortgage, and although there may be no hashcless outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage under the promissory notes and agreements, excribed above may increase or decrease from time to time, but the total of all such indebtedness so secured shall not exceed \$

that Lander may extend to Borrower or Grantor under the promissory notes and other agreemen asscribed in paragraph 2, but the total of all such indebtedness so secured shall not exceed 5. 8. EXPENSES. To the extent permitted by law, this Montpage secures the repayment of all amount expended by Lender to perform Granton's covenants under

this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts exprinted for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.

6. CONSTRUCTION PURPOSES. If checked, 🔲 this Mortgage secures an indebtedness for construction purposes.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Gravitor represents, warrants and covenants to lander that:

(a) Crantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for (h) Wortgage and flors and encumbrances of

Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, clacked ged, stored, or disposed of any "Hazardous Materials", as defined herein, in connection with the Property or transported any Hazardous Materials to unit of the Property. Grantor shall not for commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any hazardous waster, indo substances or any other substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) pet desum; (ii) friable or nonfriable asbestos: (iii) polychlorinated biphanyis; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or fisted pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these staur s; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery A.\* or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;

(c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;

(d) No action or proceeding is or shall be pending or threatened which might materially affect the Property;

(e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

8. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, pertnership, trust, or other legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.

8. INQUIRES AND NOTIFICATION TO THIRD PARTIES. Grentor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grentor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.

10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fall to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lander's prior written consent, shall not: (a) collect any mortes payable under any Agreement more than one month in advance, (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor resolves at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.

Property of Coot County Clert's Office

#### Property Description

LOT 38 IN BLOCK 27 IN WINSLOW'S SECOND SUBDIVISION OF BLOCKS 21, 27 AMD 28 OF THE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 13 HAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 16-29-126-003

Property of Cook County Clark's Office

Property of Cook County Clark's Office

- .11. COLLECTION OF INDEBTELNES FROM THIRD PARTY. Under this to entitled a notify or equire Grintor to notify any third party (including, but not limited to, lesses, licenses, governmental enmorities and insurance companies) to pay cender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "Indebtedness") whether or not a default-exists under this Mortgage. Grantor shall depently collect the Indebtedness owing to Grantor from these third parties until the giving of such notification on if the instruments or other remittances constitute the indebtedness following the giving of such notification or if the instruments or other remittances constitute the instruments or other remittances constitute the instruments or other remittances. to Gramor from these third parties until the giving of such notification. If the event that Grantor possession or any instrument or other remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender spart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtechess whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any demages resulting therefrom.
- 12. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lander's prior written consent. Without limiting the foregoing, all sterations, additions and improvements made to the Property shall be subject to the interest belonging to Lander, shall not be removed without Lander's prior written consent, and shall be made at Grantor's sole expense.
- 13. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any case whatnever. In the event of any Loss or Damage, Grantor shall, at the option of Lendor, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.
- 14. INSURANCE. Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any marrier. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the paid to Lender. In the event Grantor falls to acquire or maintain insurance, Lender (after providing notice as may be actually law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance psyable and begin at instruction of Grantor of Insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and setting claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or re-cotable instrument rissem by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the foligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monles toward the Colligations or toward the cost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due of any thereof. In any event Grantor shall be obligated to rebuild and restore the Property.
- 15. ZONING AND PRIVATE COVEN/ATT. Grantor shall not initiate or consent to any change in the zoning provisions or private coversaris affecting the use of the Property without Lender's prior writer consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discordinated or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.
- 16. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monles payer is to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expanses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event Grantor shall be proceedings and then, at the option of to obligated to restore or repair the Property
- 17. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL. ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Crarler, hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or artificially any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from tailing the actions described in this paragraph in its or in n. me. Grantor shall cooperate and assist Lender in any action hereunder.
- 18. INDERNIFICATION. Lender shall not assume or be responsible for the proformance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnity and hold Lender harmless from all claims, damages, liabilities (including attorney fives and legal expenses), causes of action, actions, suits and office legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not finited to those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counsel acceptable to Lender to defend Lender from such Claims, at dipay the costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage.
- 19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance pretition, tax is and assessments pertaining to the Property as estimated by Lender. So long as there is no default, these amounts shall be applied to the payment of taxes, wave ments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay the fixes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.
- 20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lander or its months to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Crantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be is nuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Fro party. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Propruy. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All in immation furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any introded transferse of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations, and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such (slaims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferse with respect to these matters in the event that Grantor talls to provide the requested statement in a timely manner.
  - 22. DEFAULT. Grentor shall be in default under this Mortgage in the event that Grantor, Borrower or any guarantor of any Obligation:
    - (a) falls to pay any Obligation to Lender when due;
    - (b) falls to perform any Obligation or breaches any warranty or covanant to Lender contained in this Mortgage or any other present or future, written or oral, agreement:
    - (c) allows the Property to be demaged, destroyed, lost or stolen in any material respect;
    - (d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lendar;
    - (e) allow goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal; or
    - (f) causes Lender to deem itself insecure in good faith for any reason.
- 23. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies rithout notice or demand (except as required by law):
  - (a) to declare the Obligations immediately due and payable in full;
  - (b) to collect the outstanding Obligations with or without resorting to judicial process;
  - (c) to require Grantor to deliver and make available to Londer any personal property constituting the Property at a place resonably convenient to Grantor and Lender:

  - (d) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
    (e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the adaptace of any waste to the Property;
  - (f) to foreclose this Mortgage;
    (g) to set-off the Obligations against any amounts due to Grantor or Borrower including, but not ilmited to, monies, instruments, and deposit accounts ined with Lender; and
  - (h) to exercise all other rights available to Lender under any other written agreement or applicable law.

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

Property of Coot County Clert's Office

24. WAIVER OF HOMESTEAD AND CITYLER RIGHTS. Granto treeby valids all homestead or on a examptions to which Grantor would otherwise be entitled under any applicable law. If a busing it is nownestead rights and only one of the a pouses is an owner of the Property, then the other spouse is signing for the sole purpose of waiving such normalised rights and other examptions. 25. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lander. 25. APPLICATION OF FORECLOGURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriffs fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeling or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and oppraisal costs); then to the payment of the Obligations; and then to any third party as provided by law. 27. REINBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lender for all amounts (Including attorneys' feet and legal expenses) expended by Lender in the performance of any action required to be taken by Granter or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein. 28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor or Borrovier may be applied against the amounts paid by Lender (including attorneys' less and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses 29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any detault under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable. 30. SUBROGATION OF CENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Ly Ner egardiess of whether these liens, security interests or other encumbrances have been released of record. 31. COLLECTION COSTS 11 Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's reasonal: a a tomeys' fees and costs. 32. PARTIAL RELEASE. Let set may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining pure on of the Property. Except as provided in paragraph 25, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property. 33. MODIFICATION AND WAIVER. The no Ification or waiver of any of Granton's Obligations or Lander's rights under this Mortgage must be contained in a writing signed by Londer. Lender may perform any of Grantor's Obligations or delay or fell to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Granter's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanger, to is in exercise, impairs or releases any of the Obligations belonging to any Granfor, third party or any of its rights against any Grantor, third party or the Property. 34. SUCCESSORS AND ASSIGNS. This Mortgage shall be blinding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal repress ntatives, legatees and devisees. 36. NOTICES. Any notice or other communication to be provide, under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in viring from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is such and on any other such notice shall be deemed given when received by the person to whom such notice is boing given. 36. SEVERABILITY. If any provision of this Mortgage violates the Ir # or is unenforceable, the rest of the Mortgage shall continue to be valid and antoronable 37. APPLICABLE LAW. This Mortgage shall be governed by the laws of the property is located. Grantor consents to the jurisdiction and venue of any court located in such state. 38. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Granto walves presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include the persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to trial by jury in any civil action arising out of, or beard upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lander pertaining to the terms and conditions of those documents. TRUSTEE'S EXCULPATION; MORTGAGE SIGNERS. This Mortgage is executed by 39. not personally but solely as Trustee under Trust Agreement dated and I or in as Trust No. the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, power are stipulations, covenants and conditions to be are under elem by it solely as Trustee, as aforess ald, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be essented or be enforceable against by executed or the terms, provisions, atioulations, covenants and/or statements contained in this agreement. This Mortgage is also executed by one or more of whom is (are) also the maker(s) of the Note or sure if by the Mortgage, and who also as Truster under Trust Number may be the Beneficiary(s) of that certain Trust created with pursuant to a Trust Agreement detect Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage. Dated: , not personally but solely as Trustee under Trust Agreement dated and known as Trust Number GRANTOR: GRANTOR: GRANTOR: GRANTOR: GRANTOR: GRANTOR:

GRANTOR:

EMORTO Per 1189

GRANTOR

Property of Coot County Clert's Office

EMORTO Rev. 11/94

Page 4 of 4

THUMPIA ASIS

SIONALE TO STATE OF BUSY PRATCH

SOOS, IS NAME BENEFIT DESCRIPTION YOU

OF COLUMN ASIS OF THE STATE OF THE S

NOTARY :