

APPLICATION NO. 107  
DOCUMENT NO. 1310842

**UNOFFICIAL COPY**

VOLUME 2 PAGE 32  
CERTIFICATE NO. 1310842  
OWNER GARRETT R. TIENSTRA, ET AL.

**CERTIFICATE  
OF TITLE**

Date Of First Registration

969-14170

FEBRUARY TENTH (10th), 1919  
TRANSFERRED FROM  
CERTIFICATE NO. 1222042

STATE OF ILLINOIS )  
COOK COUNTY )

I Sidney B Olson Registrar of Titles in  
and for said County, in the State aforesaid, do hereby certify that

GARRETT R. TIENSTRA, MARION TIENSTRA, AND GERALD G. TIENSTRA  
(1st and 2nd Married to Each Other) (3rd Married to Beverly Mae Tienstra)  
AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

of the VILLAGE OF HOMEROOD County of COOK and State of ILLINOIS

ARE the owners of an estate in fee simple, in the following described  
land situated in the County of Cook and State of Illinois.

**DESCRIPTION OF LAND**

LOT THREE.....(3)

In Block One (1), in Haas and Almer's Subdivision of the West 380.96 feet of Lot Four (4)  
of County Clerks Division of the West Half (1) of Southeast Quarter (4) of Section 31,  
Township 36 North, Range 14, East of the Third Principal Meridian.

29-31-409-033

1642 Cedar

Homerwood, IL 60430

DEPT-11 TORRENS \$23.00  
T40015 TRAN 8367 12/13/96 03:30:00  
#7133 CT \*-96-944170  
COOK COUNTY RECORDER



Subject to the Estates, Easements, Incumbrances and Charges noted on  
the following memorials page of this Certificate.

**Witness**

My hand and Official Seal

SB

this FIFTH (5th) day of SEPTEMBER A.D. 1978

SAM 9/5/78

Registrar of Titles Cook County Ill.

969-14170

Box  
333

# UNOFFICIAL COPY

## OF ESTATES, EASEMENTS, INCUMBRANCES AND CHARGES ON THE LAND.

DOCUMENT NO.	NATURE AND TERMS OF DOCUMENT	DATE OF DOCUMENT	DATE OF REGISTRATION YEAR-MONTH-DAY-HOUR	SIGNATURE OF REGISTRAR
231050-78	General Taxes for the year 1977. Subject to General Taxes levied in the year 1978. Thirty (30) foot building line, as shown on Plat Document Number 216068.			<u>[Signature]</u>
In Duplicate	Mortgage from Garrett R. Tienstra, Marion Tienstra, Gerald G. Tienstra and Beverly Mae Tienstra, to Homewood Federal Savings and Loan Association, a corporation of the United States of America, to secure their note in the sum of \$27,000.00, payable as therein stated. For particulars see Document. Aug. 30, 1978		Sept. 5, 1978 9:02AM	<u>[Signature]</u>
3043930	Assignment of Rents from Garrett R. Tienstra, Marion Tienstra, Gerald G. Tienstra and Beverly Mae Tienstra, to Homewood Federal Savings and Loan Association. For particulars see Document. Aug. 30, 1978		Sept. 5, 1978 9:02AM	<u>[Signature]</u>
In Duplicate				
3043931	Mortgagee's Duplicate Certificate 613630 issued 9/5, 1978 on Mortgage 3043930.			<u>[Signature]</u>

Property of Cook County Clerk's Office

0211695

# UNOFFICIAL COPY

10-25-1996

Loan No

MORTGAGE

(Continued)

Page 3

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) release and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

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

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

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

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

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised

# UNOFFICIAL COPY

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall  
indebtedness.  
proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing  
any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of  
extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If  
Existing indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the  
below is in effect, compliance with the insurance provisions contained in the instrument evidencing such  
Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described

provisions of this Mortgage, or at any foreclosure sale of such Property.  
Unexpired insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the  
purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the  
payment in full of the indebtedness, such proceeds shall be paid to Grantor.

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

full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.  
such insurance is required by Lender and is or becomes available, for the term of the loan and for the  
Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the  
at any time become located in an area designated by the Director of the Federal Emergency Management  
impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property  
insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be  
notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each  
stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days prior written  
acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a  
require. Policies shall be written by such insurance companies and in such form as may be reasonably  
insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may  
additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other  
general liability insurance in such coverage amounts as Lender may request with Lender being named as  
with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive  
extended coverage endorsements on a replacement basis for the full insurable value covering all  
Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard

## PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

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

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the  
taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time  
proceedings.

Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest  
defound itself and Lender and shall satisfy any adverse judgment before enforcement against the Property.  
charge that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall  
satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other  
requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security  
lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if  
liens or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a  
faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien  
Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good

indebtedness referred to below, and except as otherwise provided in the following paragraph.  
Lender under this Mortgage, except for the lien of taxes and assessments not due, except for the Existing  
Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of  
and shall pay when due all claims for work done on or for services rendered or material furnished to the  
taxes, assessments, water charges and sewer service charges levied against or on account of the Property.  
Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special

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

by Lender if such exercise is prohibited by federal law or by Illinois law.

62117369

# UNOFFICIAL COPY

10-25-1996  
Loan No

MORTGAGE  
(Continued)

Page 5

furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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

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

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

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**EXISTING INDEBTEDNESS.** The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

**Existing Lien.** The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such Indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such Indebtedness.

**Default.** If the payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the note evidencing such Indebtedness, or should a default occur under the instrument securing such Indebtedness and not be cured during any applicable grace period therein, then, at the option of Lender, the Indebtedness secured by this Mortgage shall become immediately due and payable, and this Mortgage shall be in default.

**No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

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

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

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

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

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

56921179

# UNOFFICIAL COPY

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent liling of or to effect discharge of any lien.

Default on Indebtedness. Failure of Grantor to make any payment when due on the indebtedness under this Mortgage.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") relating to the indebtedness or to this Mortgage:  
received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally Mortgage or of any note or other instrument or agreement evidencing the indebtedness and the Property will shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this the indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any federal or state bankruptcy law or law for the relief of debtors; (b) by reason of any judgment, decree or order is forced to remit the amount of that payment (a) to Grantor's trustee in bankruptcy or to any similar person under whether voluntarily or otherwise, or by guarantor or by any third party, on the indebtedness and thereafter Lender reasonable termination fee as determined by Lender from time to time. If, however, payment is made by Grantor, this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Property and the Personal Property. Grantor will pay, if permitted by applicable law, any imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable ratification of FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations

accomplish the matters referred to in the preceding paragraph.  
liling, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby Attorney-in-fact, if Grantor fails to do any of the things referred to in the preceding paragraph, Lender may

connection with the matters referred to in this paragraph.  
on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to in this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage in order to effectuate, complete, perfect, continue, or preserve, or preserve (a) the obligations of Grantor under the Note, assurance, certificates, and other documents as may be necessary or desirable, in Lender's sole opinion of Lender, to execute, record, and deliver to Lender, or to Lender's assignee, and whom and deliver, or will cause to be made, executed, or delivered, to Lender or to Lender's assignee, and whom further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute

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

addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.  
after receipt of written demand from Lender.  
at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days containing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any other action requested by Lender to perfect and continue Lender's security interest in the Property and Security interest. Upon request by Lender, Grantor shall execute financing statements and take whatever the Uniform Commercial Code as amended from time to time.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property consisting of fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

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

Lien section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.  
Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Lien section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.  
Grantor.  
Mortgage: (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of

02114696

# UNOFFICIAL COPY

10-25-1996  
Loan No

MORTGAGE  
(Continued)

Page 7

**Compliance Default.** Failure of Grantor to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of the Trust, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Existing Indebtedness.** A default shall occur under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender reasonably deems itself insecure.

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

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Mortgagee in Possession.** Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part

# UNOFFICIAL COPY

Waiver of Homestead Exemption. Grantor hereby waives all rights and benefits of the Homestead Exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

Time is of the essence. Time is of the essence in the performance of this Mortgage. Indebtedness. Lender shall have the right to extend the term of this Mortgage or to require the mortgagor to pay the principal and interest on the indebtedness immediately.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other person or circumstance. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

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

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

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

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. Net operating income shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Amendments. This Mortgage, together with any related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

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

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

Attorneys' Fees; Expenses. Lender institutes any suit or action to enforce any of the terms of this Mortgage. Lender shall be entitled to recover such sum as the court may judge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveys, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

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

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

Public Sale on all or any portion of the Property. Lender shall be entitled to bid at any public sale on all or any portion of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any

5-11-1996



# UNOFFICIAL COPY

10-25-1996  
Loan No

MORTGAGE  
(Continued)

Page 9

homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

**GRANTOR'S LIABILITY.** This Mortgage is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements made in this Mortgage on the part of Grantor, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of Grantor, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by Grantor or for the purpose or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other indebtedness under this Mortgage, or to perform any covenant, undertaking, or agreement, either express or implied, contained in this Mortgage, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Mortgage, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness shall look solely to the Property for the payment of the Note and indebtedness, by the enforcement of the lien created by this Mortgage in the manner provided in the Note and herein or by action to enforce the personal liability of any Guarantor or obligor, other than Grantor, on the Note.

DOWNERS GROVE NATIONAL BANK ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS MORTGAGE AND NOT PERSONALLY, BUT AS TRUSTEE AS PROVIDED ABOVE, HAS CAUSED THIS MORTGAGE TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO BE HERELINTO AFFIXED.

GRANTOR:

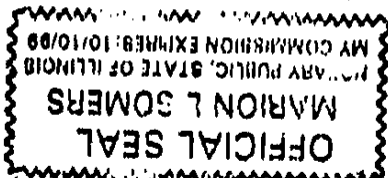
DOWNERS GROVE NATIONAL BANK

By: *Donna M. Nantz*  
Assistant VP & Trust Officer

869-44179

Property of Cook County Clerk's Office

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.22b (c) 1996 CFI ProServices, Inc. All rights reserved. (IL-G03 SMITHOR.LNI)



My commission expires \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

By Marion L. Somers Residing at 1111 N. Dearborn St., Chicago, IL 60610

On this 10th day of October, 1996, before me, the undersigned Notary Public, personally appeared James M. Downers of DOWNERS GROVE NATIONAL BANK, and known to me to be an authorized agent of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

COUNTY OF Cook

) ss

STATE OF Illinois

CORPORATE ACKNOWLEDGMENT

52144698