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RECORDATION REQUESTED BY:

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Standard Bank and Trust Company 2400 West 95th Street Evergreen Park, IL 60805

WHEN RECORDED MAIL TO:

Standard Ballik and Trust Company 2400 West 95th Street Evergreen Park, IL 60805

TAX NOTICES TO:

Standard Bank and Trust Company 2400 West 95th Street Evergreen Party, 1, \$0805

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FOR RECORDER'S USE ONLY

This Mortgage prepared by:

Linda florande/Standard Bank and Trust Co 4958

2400 Www. s6th Street

Evergreen Prist, W. SOSCIETITLE SERVICES P.

MORTGAGE

THIS MORYGAGE IS DATED MAY 27, 1997, between Rila J. Lewis, divorced and not since remarked, whose address is 10620 S. Forest Avenue, Chicago, it. 60620 (referred to below as "Grantor"); and Standard Bank and Trust Company, whose address is 2400 West 95th Street Evergreen Park, it. 60805 (referred to below as "Lander"L

GRANT OF MONTGAGE. For valuable consideration, Grantor moltylegas, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and focuses at easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real provincy, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, Sizze of Minols (the "Rest Property":

loy 1967 #1 Frederick H. Bartlett's greater chicago subdivision #5. memg a SUBDIVISION OF THAT PART LYING WEST OF THE RIGHT OF WAY OF PAROLS CENTRAL RAILROAD COMPANY OF THE E THREE QUARTERS OF THE S 1/2 OF THE N 1/2 (A/2) THE NW 1/4 OF THE SE 1/4 OF SECTION 15, YOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 10620 S. Forest Avenue, Chicago, IL. 60620. The Real Property tax identification number is 25-15-127-022.

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

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Grantor. The word "Grantor" means Rita J. Lewis. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors,

suration, and accommodation parties in connection with the Indebtedness.

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

andeletechness. The word "Indebtechness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. At no time shall the principal amount of indebtechness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$6,000.00.

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

Mortgage. This yord "Mortgage" means this Mortgage between Grantor and Lander, and includes without Smittation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "North means the promiseory note or credit agreement dated May 27, 1987, in the original principal amount of \$300.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promiseory note or agreement. The interest rate on the Note is 8.250%. The Note is payable in 24 monthly payments of \$249.45. The maturity date of this Mortgage is June 1, 1999.

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

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

Real Preparty. The words "Real Property" metin the property, interests and rights described above in the "Grant of Mongage" section.

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

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

THIS MONTGAGE, INCLUDING THE ASSIGNMENT OF MENTS AND THE SIGURITY INTEREST IN THE MENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDESTREMENTS AND (2) PERFORMANCE OF ALL ORLIGATIONS OF GRANTOR UNDER THIS MUSICAGE AND THE MELATED DOCUMENTS. THIS MONTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERME:

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

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

Possession and Use. Until in detault, Grantor may remain in possession and control of all operate and manage the Property and collect the Rents from the Property.

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

Figure Bulletings. The terms "hazardous waite," "hazardous substance," "disposel," "release," and "divestinad release," as used in this Mortgago, shall have the same mainings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9801, at seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 59–499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, at seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, at seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hezardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and substance waste, without limitation, petroleum and petroleum by-products or any fraction thereof and substance of 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, disposel, interestined 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, disposel, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by

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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) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanups or other costs under any such laws, and (b) agrees to indemnity 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 threat-any indemnity, shall survive the payment of the indebtedness and the satisfaction and reconveyance of this 40 this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether (a) or

Nulsance, Waste. Grant's shall not cause, conduct or permit any nulsance 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 runtine, 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. Grand stall not demolish or remove any improvements from the Real Property without the prior written consent of Lander. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements hatisfactory to Lender to replace such improvements with improvements of at least equal value.

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

Complience with Governmental Requirements. Gra for shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governments? a shorties applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so love 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 surey hand, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unatte ided 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 impactately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior witten 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 Seed, leanehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or bransfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method (a conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Minois law.

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

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

Right To Cortest. Grantor may withhold payment of any tax, essessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if

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requested by Lander, deposit with Lander cash or a sufficient corporate surety bond or other escurity setiefactory to Lander in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lander and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lander as an additional obliges under any surety bond furnished in the contest proceedings.

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 a written statement of the taxes and assessments against the Property.

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

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

Statements of antistance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage undomements on a replacement basis for the full insurable value covering all improvements on the right Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lander. Policies shall be written by such insurance companies and in such form as may by measurably acceptable to Lander. Grantor shall deliver to Lander certificates of coverage from each insurance curraining a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' price written notice to Lander and not containing any disclaimer of the insurance liability for failure to give such notice. Each insurance policy also shall include an endoragement providing that coverage in favor of Lander will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property of any time become located in an area designed by the Director of the Federal Emergency Management / genry as a special flood hazard area, Grantor agrees to obtain and maintain Federal Emergency Management / genry as a special flood hazard area, Grantor agrees to obtain and maintain Federal Emergency Management / genry as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance for the form of the loan.

Assistance of Brancolae. Grantor shall connected maintain and insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lander of any loss or damage to the Property. Lander may make proof of loss if Grantor take to do so which fitteen (15) days of the casualty. Whether or not Lander's security is impaired, Lander may, at it! election, apply the proceeds to the reduction of the indictationers, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lander elects to apply the proceeds to restoration and lander. Grantor shall repair or replace the demaged or destroyed improvements in a menner satisfactory to Lander. Lander shall, upon astisfactory proof of such expenditure, pay or restoration from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lander has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lander under the Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal belance of the indebtations. If Lander holds any proceeds after payment in full of the Indebtationses, such proceeds shall be paid to Grantor.

Unexplined 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 provisions of this Mortgage, or at any foreclosure sale of such Property.

EXPENDITIONES BY LENDER. If Grantor fails to comply with any provision of this kturtones, or if any action or proceeding is commenced that would meterially affect Lender's interests in the Property, Lander on Grantor's behalf may, but shell not be required to, take any action that Lander deems appropriate. Any known that Lander separate in the Other interest at the rate provided for in the Note from the date incurred or paid by Lander to the date of repayment by Grantor. All such expenses, at Lander's option, will (a) be payable of demand, (b) be added to the belience of the Note and be apportioned among and be payable with any installance degree in the Note from the date of the Note, or (c) be treated as a belicon payment which will be due and payable at the Note's meturity. This Montgage 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 Lander may be entitled on account of the default. Any such action by Lander had.

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

Title. Grantor werrants that: (a) Grantor holds good and markstable title of record to the Property in fee simple, free and clear of all fiens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion leaved in fevor of, and accepted by, Lender in contraction with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lander.

Defence of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the life 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 expanse. Grantor may be the nominal party in such proceeding, but Lender shall be expliced to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own

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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, including without limitation all applicable environmental laws, ordinances, and regulations, unless otherwise specifically excepted in the environmental agreement executed by Grantor and Lender relating to the Property.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this 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 reutoration 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 FFS AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental trues, sees 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 wike 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.

Tacobs. The following shall constitute caxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the tridebledness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to describ as secured by this type of Mortgage; (c) a tax on this type of Mortgage describes against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indicates or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this 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) context the tax as provided above in the Taxes and Liens section and deposits with Lander cash or a sufficient complete surety bond or other security satisfactory to Lender.

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

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

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

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

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

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lander may

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

PLIL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise parforms all the obligations imposed upon Grantor under this Mortgage, Lander shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on the evidencing Lander's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lander from time to time. If however, payment is made by Grantor, whather voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lander is forced to remit the amount of that payment (a) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the railed of debtors, (b) by reason of any judgment, decree or order of any count or administrative body having jurisdiction over Lander or any of Lander's property, or (c) by reason of any settlement or compromise of any claim made by Lander with any claiment (including without limitation Grantor), the indebtedness shall be considered unpeid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be rointstated, as the case may be, notwithstanding any carcellation of this (to tagge or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to be accure the amount repell or recovered to the same existent as if that amount never had been originally received. By Lander, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the indebtedness of to this Mortgage.

DEFAULT. Each of the starting, at the option of Lander, shall constitute an event of default ("Event of Default") under the Montgage:

Default on Indubingues. France of Grantor to make any payment when due on the indubtedness.

Beland 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 filing of or to effect discharge of any lien.

Environmental Default. Faiture of any purty to comply with or perform when due any term, obligation, coverant or condition contained in any environmental agreement executed in connection with the Property.

Consilience 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 exponent made or furnished to Lander by or on behalf of Grantor under this Morrgage, the Note or the Religious Documents is false or mislanding in any metants respect, either now or at the time made or furnished.

Detective Collaboralization. This Mortgage or any of the Fielsted Documents ceeses to be in full force and effect fincluding failure of any collaboral documents to create a relic and perfected security interest or lien) at any time and for any reason.

Beath or inservency. The death of Grantor, the inservency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of cruditory, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Forectorure, Ferfellure, etc. Commencement of foreclosure or forfelture proceedings, whether by judicial proceeding, self-help, representation or any other method, by any creditor or Crentor 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 researableness of the claim which is the losses of the foreclosure or foreighture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim estimated to be bonder.

Breach of Other Agreement. Any breach by Grantor under the terms of any other occurrent between Grantor and Lander that is not remedied within any grace period provided therein, including including installation any agreement concerning any indebtedness or other obligation of Grantor to Lander, whether misting now or later.

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.

insucurity. Lander reasonably deems itself insecure.

PAGETTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lander, 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 indubtedness. Lander shall have the right at its option without notice to Grantor to declare the entire indubtedness 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 Revie. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including smounts past due and unpeld, and apply the net proceeds, over and above Lender's costs, against the indebteciness. In furtherance of this right, Lender may require any tenent 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 irravocably designates Lender as Grantor's altomey-in-fact to endorse instruments

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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.

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

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

Deficiency Judgment. It permitted by applicable taw, 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 norts provided at this section.

Other Remedies. Conder 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 mainta will in exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or sepurately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

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

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 fights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to nature 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 rafet Lender's right to declare a default and exercise its remedies under this Mortgage.

Afterneys' Fees; Expenses. If Lender institutes any count not enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum at the count may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any count 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 cayable 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 tawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay of injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including directosure reports), surveyors' reports, and appraisal fees, and title insurance, so the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

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

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

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

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

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.

Mergar. 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

(Continued)

consent of Lender.

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

Successors and Aceigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If demandable of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of torbearance or extension without releasing Grantor from the obligations of this Mortgage or Rability under the indebtedness.

Time is of the Essence. Time is of the sevence in the performance of this Mortgage.

Walver of Hz expland Exemption. Grantor hereby releases and waives all rights and benefits of the homesteed exemption leves of the State of Illinois as to all Indebtedness secured by this Mortgage.

Walvers and Ceinzalla. Lander shall not be deemed to have waived any rights under this Mortgage for under the Released Documer of unless such waiver is in writing and signed by Lander. No delay or orderion on the part of Lander in examining 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 projudice the party's right otherwises to demand strict compliance with that provision or any other provision. No prior waiver by Lander, nor any course of dealing between Lander and Grantor, shall constitute a waiver of any of Lander's rights or any of Grantor's obliquitions as to any inture transactions. Whenever consent by Lander is required in this Mortgage, the granting of such consent by Lander in any instance shall not constitute continuing consent to subasquent instances where such consent is required.

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

Loan No 794226800

UNOFFICIAL COPY

INDIVIDUAL ACKNOWLEDGMENT

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