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RECORDATION REQUESTED BY:

Suburban Bank of Barrington 333 N Northwest Highway Barrington, IL 60010 4103/0070 36 001 1997-11-14 11:14:59 Cook County Recorder 37,50

WHEN RECORDED MAIL TO:

Suburban Bank of Barrington 333 N Northwest Highway Barrington, IL 60010

FOR RECORDER'S USE ONLY

This Mortgage prepared by:

SUBUTBAN BANK BARRINGTON 333 M. Junhwest Highway Barrington, 12 60010



#### MOFITUAGE

THIS MORTGAGE IS DATED OCTOBER 11, 1997, between THEODORE D. ANDRUSYSZYN and BRENDA F. ANDRUSYSZYN, HIS WIFE, IN JOINT TENANCY, whose audiess is 1711 COTTONWOOD TRAIL, HOFFMAN ESTATES, IL 60195 (referred to below as "Grantor"); and Suburban Bank of Barrington, whose address is 333 N Northwest Highway, Barrington, IL 60010 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, 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 fixtures; all easencets, 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 property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of litinols (the "Real Property"):

LOT 37 IN BLOCK 24 IN POPLAR HILLS UNIT 6, BEING A SUBDIVISION OF PART'S OF THE E 1/2 OF THE SW 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 9, AND THE SW 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 10, ALL EAST OF THE THIRD PRINCIPAL MERIDAN, ACCORDING TO THE PLAT THEREOF IN THE RECORDER'S OFFICE OF COOK COUNTY, 8/15/78 A DOCUMENT #24584537, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1711 COTTONWOOD TRAIL, HOFFMAN ESTATES, IL 60195. The Real Property tax identification number is 02-1-9-300-009.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents 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.

Existing indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the

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#### MORTGAGE (Continued)

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Existing Indebtedness section of this Mortgage.

Grantor. The word "Grantor" means THEODORE D. ANDRUSYSZYN and BRENDA F. ANDRUSYSZYN. The Grantor is the mortgagor under this Mortgage.

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

indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expensed 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 indebtedness secured by the Mortgage, not including sums auranced to protect the security of the Mortgage, exceed \$40,000.00.

Lender. The word "Lender" means Suburban Bank of Barrington, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated October 11, 1997, in the original principal amount of \$20,000,000 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 8.250%. The Note is payable in 60 monthly payments of \$407.97.

Personal Property. The words "Personal Property nean 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 proceeds (including without limitation all insurance proceeds and refunds 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 Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

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

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEUTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor'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 default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

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

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

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and asbeatoa. Granitor represents and warrants to Lender that; (a) During the period of Granior's ownership of the Property, there has been no use, generation, manufacture, atorage, treatment, disposal, release or litreduced release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Granior has no coupards of, or reason to believe (laif there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) sny use, generation, manufacture, about or from the Property or (ii) any action, the present distriction or claiment, disposal, any person relating to such material and (c) Except as previously disclosed to and acknowledged by any person relating to such materia, and (c) Except as previously disclosed to and acknowledged by any person relating to such material and (c) Except as previously disclosed to and acknowledged by any person relating to such material and confinence with a large and relating without accountable of the property or (ii) may auch action, and relating without any temperature of the property and (ii) may use the confinence any has been any parson the first of the property or (ii) my auch actions and certain thour the appropriate to on the property of the derigance, and ordinances described above. Granifors and the property for hastardous waste or substances on the for Lender and the troperty and (iii) my auch acting any tasponsibility to tiability any temperature and ordinances described above. Granifors and the property for the any responsibility to tiability and the dust distinct or only and shall not be construced to create any responsibility to tiability and the dust distincts of the property or tiabilities, days and the configuration of the derign and wasternated to create any trasponsibility to tiability of the decidence. Granifors a former of the property wherein the dust distincts are accountable to the configuration of the decidence of the transfer any and any trasponsibility of the distinct of the obligation of the obl

Mulabres, Wasto. Cirantor shall not en ise, conduct or permit any anisance nor commit, permit, or suffer any stripping of or waste on or to the Preperty or any portion of the Property. Without limiting the generality of the foregoing, Cirantor 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 willbout the prior written consent of Lender.

Removal of improvements. Circutor shall have demote any improvements from the ideal Property without the prior written consent of Lander. As a caudition to the removal of any improvements, Lender may require. Circulor to make arrangements satisfactory to Lander to replace such improvements with improvements of at least equal value.

Lender's Right to Entor. Londer and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Londer's interests and to largest the Property for purposes of Cirantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Roquiroments. Cirantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities appricable to the use or occupancy of the Proporty. Cirantor may contest in good faith any such law, ordinance, e. regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Cirantor has could deliber to writing prior to during any and so, in Lander's sole opinion, Lender's interests in the condering well included to post adequate security or a surety bond, reasonably substactory to Lender, to Lender's interest conder's interest.

Duly to Protoct. Crantor agrees notifier to absurdon nor leave unationded the Property. Crantor shall do all colher nets, in addition to those sets sol forth above in this section, which from the class-star and use of the Property are reasonably necessarry to protect and preserve the Property. .Bereini k'rabite.1 Toalong

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

ស្រួលជ្រើនដីទា EXXX AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this

Paymond. Citantor shall pay when due (and in all ovents prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sower service charges levied against or on account of the Property, and shall pay when the chains for work done on or for services rendered or inaterial furnished to the and shall maintain the Property free of all liens having priority over or equal to the interest of Property free of all liens having priority over or equal to the interest of

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Lender under this Mortgage, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in the following paragraph.

Fight To Conlest. Crantor may withhold payment of any tax, assessment, 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, it a arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or it requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender, deposit with Lender cash or a sufficient corporate and attorneys fees or other scurity claractery to Lender and annual sufficient to discharge the lien, in any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property, defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property, defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property, Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lander satisfactory evidence of paymont 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.

Motice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be assented on account of the work, services, or materials and the cost exceeds lien, or other lien could be assented on account of the work, services, or materials and the cost exceeds 510,000.00. Green will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and all pay the cost of such improvements.

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

Meintenance of insurance Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsons on a replacement basis for the full insurable value covering all improvements on the Real Property is an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in two of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably a respublic to Lender. Grantor shall deliver to Lender confining a supulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written reside to Lender and not containing any discipliner to give such notice. Each insurance policy also shall include an endorsement providing that liability for failure to give such notice. Each insurance policy also shall include an electron providing that liability for failure to give such notice. Each insurance policy also shall include an electron providing that liability for failure to give such notice. Each insurance policy also shall include an electron providing that liability for failure to give such notice. Each insurance policy also shall include an electron providing that the Fedoral Embrard in the feel from the fail unpaid prior also hazard area, Grantor agrees to obtain and maintain feeders! Flood Insurance for the full unpaid priories is otherwise required by the maximum policy such insurance for the loan, up to the maximum policy such insurance for the loan.

Application of Proceeds. Grantor shall prometty molify is dear or any loss or damage to the property if the populocation of Proceeds.

Application of Proceeds. Grantor shall promptly notify London of any loss or damage to the torm of the loan.

Application of Proceeds. Grantor shall promptly notify London are damage to the Property if the catimated cost of repair or replacement exceeds \$5,000.00. Lancer may make proof of loss if Chantor fails to do so within fifteen (15) days of the catuation. Whether or not London security is impaired, London may, at its election, apply the proceeds to the reduction of the Indeptedness, paymen, of any lien affecting the proceeds to the Property.

Cirmitor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to London.

Cirmitor shall, upon satisfactory proof of such expenditure, pay or reimburs. Crantor from the proceeds for the reasonable cost of repair or residents.

Crantor shall, upon satisfactory proof of such expenditure, pay or reimburs. Crantor the proceeds for the reasonable cost of repair or their receipt and within 180 days after their receipt and which Londor has not cummitted to the proceeds for the receipt and which Londor has not cummitted to the property shall be used itset to pay any amount owing to Londor united to the property shall be used itset to pay any amount owing to Londor united to the property shall be used itset payment in full of the funder that halance of the property shall be remained inferent, and the remainder, if any, shall be applied to the property such to the property such their receipt any, and the remainder, if any, shall be applied to the property such to the property such their receipt and the funder has been disturbed to the property such their receipt and the funder has been disturbed inferent, and the remainder, if any, shall be applied to the property such their receipt and the funder has been disturbed to the property and the remainder.

paid to Grantor.

Unexpired inaurance at Sale. Any unexpired inaurance shall inuce to the benefit of and pass to, the purchaser of the Proporty covered by this Mortgage at any trustee's sale or other sale held under the proporty covered by this Mortgage, or at any foreelesture sale of such Property.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the constitute compliance with the constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for civitaion of any proceeds from the insurance become payable on loss, the provisions in this Mortgage for civitaion of proceeds shall apply only to that portion of the proceeds on insurance become payable on loss, the provisions in this Mortgage for civitaing the december of the likeling broceeds abalt apply only to that portion of the proceeds on insurance become payable on the provisions in this manner.

EXPENDITURES BY LENDER. If Cirantor Isils to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedaces in good standing as required below, or it any action or proceeding is continenced that would materially affect Lender's instead to take any action that Lender superprinted. Any amount that Lender superprinted. Any amount that Lender superprinted to take any action that Lender droms appropriate. Any amount that Lender superprinted to the date of the well bear interest at the rate provided for in the Mort from the interest or paid by Lender to the date of repayment by Crantor. All such expenses, at Lender's option, will be gayable on demand, (b) be added to the angular or the fact of the Mortgage and the care of the Mortgage and the care of the Mortgage and the care of the Mortgage and the beauting of the control of the such expenses, at Lender's payable at the Mortgage and the Mortgage also will seem training term of the Mortgage also will seem to be provided for in this paragraph shall be in addition to any other rights or any payment of the formation of the date of the formation of the such payment of the such payment of the formation of the date at the Mortgage also will seem to any other rights or any tenner of the formation of the date and balloon payment be entitled for in this paragraph shall be in addition to any other rights or any tenner of the formation of the date and the date and the formation of the date and the date and the formation of the date and the date and the formation of the date and the

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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 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 interest. Upon request by Lender, Grantor shall execute financing statements 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 mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the locarity 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 and attorney-in-fact are a part of this Mortgage.

Further Assurances. As 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 Londer, cause to be filed, recorded, reflied, or rerecorded, as the case may be, at such times and in such offices and places as Londer may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, firancing 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, toninue, or preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documens, and (b) the lians and security interests created by this Mortgage on the Property, whether now owned or here, the acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor scall, relimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

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

FULL PERFORMANCE. If Grantor pays all the indebtedness when dre, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing autement on file evidencing Lender'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 Lender from time to time. If, however, payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Ladiocedness and thereafter Lender is forced to remit the amount of that payment (a) to Grantor's trustee in bankruptey or to any similar person under any federal or state bankruptey law or law for the relief of debtors, (b) by reason of any adjament, decree or order of any court or administrative body having inrisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpuid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, netwith standing any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that announce over had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, sectionent or compromise relating to the Indebtedness or to this Mortgage.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

**Default on indebtedness.** Palture of Grantor to make any payment when due on the Indebtedness.

**Dofault 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.

Compliance Default. Fullure 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.

Falso 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.

Don'th or insolvency. The death of Grantor, 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 workent, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

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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 the o permit such participation.

Compliance Willi 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 the Mortgage.

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to the lien securing payment of an existing obligation to SUBURBAN BANK OF BARRINGGTON described as: MORTGAGE LOAN DATED 8/24/93 AND RECORDED 9/30/93 AS DOCUMENT NO: 93792839. The existing obligation has a current principal balance of approximately \$86,771.00 and is in the original principal amount of \$105,000.00. Grantor expressly overants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default or 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 cared during any applicable grace period therein, then, at the option of Lender, the Indebtedness secured by this Mortgage shall become inunediately 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 ov which that agreement is modified, amended, extended, or renewed without the prior written consent of Leader. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Leader.

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 concerned 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 he applied to the Indebtedness or the repair or restoration of the Property. The nel 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 noticy 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

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The foil owing 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.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of 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 Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness 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) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

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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 forefeiture 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 of any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranto of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Insecurity. Lender reasonably deems itself insecure.

Flight to Cure. If such a failure is cumble and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; (r. (b) if the cure requires more than lifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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 inc. 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 Creator, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and arely 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 saide 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 prote it 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 Indebtragess. 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 of the Property together or separately, 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.

Walver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not

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#### MORTGAGE (Continued)

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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.

Attorneys' Fees; Expenses. If 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 adjudge 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), surveyors' reports, 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.

NOTICES TO GRANTO! 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, 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 for who 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 ser 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 Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

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.

Merger. There shall be no merger of the interest or estate created by this Martgage 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.

Multiple Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

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 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 Assigns. 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 ownership 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 forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

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

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

Walvers 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 one in 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.

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HATT PRANCES AND COMMENTS OF STREET WHEN SELECTED

## (Continued)

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

GRANTOR:
THEODORE D. ANDRUSYSZYN
x Brent 7 Condinse
BRENDA F. ANDRUSYSZYN
700
INDIVIDUAL ACKNOWLEDGMENT
STATE OF
On this day before me, the undersigned Notary Public, personally appeared THEODORE D. ANDRUSYSZYN and BRENDA F. ANDRUSYSZYN, to me known to be the individual described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.
Given under my hand and official seal this 11+12 day of Orcher, 1997.
By Capithia Van Liese Residing at Cook
Notary Public In and for the State of TLLINOIS
My commission expires $8-16-01$
ACED BDO Dag 11 C Dat R. TAA OCC Van 2 22 (a) 1007 OEL Dag Construction ALL STA

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