

97873131  
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**RECORDATION REQUESTED BY:**

**BRIDGEVIEW BANK AND TRUST COMPANY**  
7940 South Harlem Avenue  
Bridgeview, IL 60455

**WHEN RECORDED MAIL TO:**

**BRIDGEVIEW BANK AND TRUST COMPANY**  
7940 South Harlem Avenue  
Bridgeview, IL 60455

SECTION RECORDING 137.00  
7645 TRAN 3763 01/21/97 10:16:00  
4265 + RC \*--97-043131  
COOK COUNTY RECORDER

7645 38360 L

**FOR RECORDER'S USE ONLY**

This Mortgage prepared by: **BRIDGEVIEW BANK AND TRUST COMPANY**  
7940 S. HARLEM AVE  
BRIDGEVIEW, IL 60455

39-

**MORTGAGE**

**THIS MORTGAGE IS DATED JANUARY 13, 1997, between IMADEDDEEN IBRAHIM, Married to Fatmeh Ibrahim, whose address is 7821 S. MOODY, BURBANK, IL 60459 (referred to below as "Grantor"); and BRIDGEVIEW BANK AND TRUST COMPANY, whose address is 7940 South Harlem Avenue, Bridgeview, IL 60455 (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 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 property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

**LOT 30 IN BLOCK 6 IN FREDERICK H. BARTLETT'S 1ST ADDITION TO GREATER 79TH STREET SUBDIVISION, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, ALSO THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

The Real Property or its address is commonly known as 7821 S. MOODY, BURBANK, IL 60459. The Real Property tax identification number is 19-29-313-042-0000.

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.

Grantor. The word "Grantor" means IMADEDDEEN IBRAHIM. The Grantor is the mortgagor under this Mortgage.

**BOX 333-CTI**

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Hazardous Substances. The terms "hazardous waste," "hazardous substance," "release," "disposal," "release," and "treated 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.

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

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.

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

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.

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 INTEREST AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANITOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

Real Property. The words "Real Property" mean the property interests and rights described above in the "Grant of Mortgage" section.

Personal Property. The words "Personal 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 refunds of premiums) from any sale or other disposition of the Property.

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

Real Property. The words "Real Property" mean the property interests and rights described above in the "Grant of Mortgage" section.

Personal Property. The words "Personal 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 refunds of premiums) from any sale or other disposition of the Property.

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

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

Real Property. The words "Real Property" mean the property interests and rights described above in the "Grant of Mortgage" section.

Personal Property. The words "Personal 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 refunds of premiums) from any sale or other disposition of the Property.

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

Real Property. The words "Real Property" mean the property interests and rights described above in the "Grant of Mortgage" section.

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

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

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

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

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

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

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

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

TAX AND INSURANCE RESERVES. Grantor agrees to establish a reserve account to be retained from the loan proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes and insurance premiums, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Grantor shall further pay a monthly pro-rata share of all assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or reserves) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in this Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property. Payment in full of the indebtedness, such proceeds shall be paid to Grantor. If Lender holds any proceeds after pay any amount owing to Lender under this Mortgage, then to prepay accrued interest and the remainder, if any, shall be applied to the principal balance of the indebtedness. Grantor shall be used first to repair and which Lender has not committed to the repair or restoration of the Property, and the remainder of the proceeds shall be used for the repair or restoration of the Property. Any proceeds which have not been disbursed within 180 days after their receipt, pay or reimbursement Grantor from the proceeds for the reasonable cost of repair or restoration if expended, pay or reimbursement Grantor from the proceeds for the reasonable cost of repair or restoration if destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such improvements, apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the loan, or not to do so within fifteen (15) days of the casualty. Whether or not Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not coverage that is available, whichever is less.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsement, on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by Lender and is or becomes available, for the term of the loan or for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

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

Notice of Contingency. 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, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements. 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. Right To Contest. Grantor 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 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 requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender 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 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.

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.

reserve account. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an event of default as described below.

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

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

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

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

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

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

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

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

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

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

**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.

**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.

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

Death 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 workout, or the  
any time and for any reason.

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

respect, either now or at the time made or furnished.

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

contained in this Mortgage, the Note or in any of the Related Documents.

Compliance Default. Failure of Grantor to comply with any other term, obligation, covenant or condition  
any lien.

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

Default on Indebtedness. Failure of Grantor to make any payment when due on any indebtedness.

under this Mortgage.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default")  
compromise relating to the indebtedness or to this Mortgage.

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

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations  
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 indebtedness and thereafter Lender

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 relief of debtors, (b) by reason of any judgment, decree or order

of any court or administrative body having jurisdiction 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 unpaid 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, notwithstanding 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 amount never had

been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or  
compromise relating to the indebtedness or to this Mortgage.

Attorney-in-Fact. If Grantor 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 Grantor's expense. For such purposes, Grantor hereby  
irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering,  
filing, 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.

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 recorded, 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 documents, 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 create, 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 second 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 reimburse 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, Lender may  
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accomplish the matters referred to in the preceding paragraph.

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as first and second 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 reimburse Lender for all costs  
and expenses incurred in connection with the matters referred to in this paragraph.

07042331

Signed, acknowledged and delivered in the presence of:

[Signature]  
Witness

X \_\_\_\_\_  
Witness

WAIVER OF HOMESTEAD EXEMPTION

I am signing this Waiver of Homestead Exemption for the purpose of expressly releasing and waiving all rights and benefits of the homestead exemption laws of the State of Illinois as to all debts secured by this Mortgage. I understand that I have no liability for any of the affirmative covenants in this Mortgage.

X Fatmeh Ibrahim  
Fatmeh Ibrahim

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook ) ss

On this day before me, the undersigned Notary Public, personally appeared **IMADEDIN IBRAHIM**, to me known to be the individual described in and who executed the Mortgage and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13 day of July, 1997.

By [Signature]  
Notary Public, State of Illinois  
My Commission Expires 2/5/00

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

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

97043131

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## INDIVIDUAL ACKNOWLEDGMENT

On this day before me, the undersigned Notary Public, personally appeared Fatmeh Ibrahim, to me known to be the individual described in and who executed the Waiver of Homestead Exemption, and acknowledged that he or she signed the Waiver of Homestead Exemption as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

By \_\_\_\_\_  
Residing at \_\_\_\_\_

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

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
)  
( ss

## INDIVIDUAL ACKNOWLEDGMENT

On this day before me, the undersigned Notary Public, personally appeared Fatmeh Ibrahim, to me known to be the individual described in and who executed the Waiver of Homestead Exemption, and acknowledged that he or she signed the Waiver of Homestead Exemption as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

By \_\_\_\_\_  
Residing at \_\_\_\_\_

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

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
)  
( ss