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## ORIGINAL CONTRACTOR'S CLAIM FOR LIEN

STATE OF ILLINOIS }  
COUNTY OF Cook } SS.

The claimant William E. Dec, Assignee/  
Impressions Stone  
of Chicago, County of  
Cook, State of ILLINOIS  
hereby files a claim for lien against James and Joan  
Gierczyk (hereinafter referred to as "owner"), of  
Cook County, Illinois, and states:

That on September 09, 1992,  
the owner owned the following described land in the County of  
Cook, State of Illinois, to wit:

See Legal Description attached hereto as exhibit A hereof

Permanent Real Estate Index Number(s): 04063307----- 32-07-202-057  
Address(es) of premises: 10 Gianna Drive Flossmoor IL 60422

That on September 9, 1992, the claimant made a contract with said owner  
(1) \_\_\_\_\_

(2) to Granite Countertops- materials and labor

DEPT-02 FILING \$19.50  
T#0004 TRAN 723D 04/11/97 11:32:00  
#7346 VF \*-97-253182  
COOK COUNTY RECORDER

Above Space for Recorder Use Only



1901 W. Race  
Chicago, Ill.

1950  
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for the building (3) \_\_\_\_\_ erected on said land for the sum of \$ 16,000.00  
and on November, 19 92, completed thereunder (4) \_\_\_\_\_  
All required to be done by said contract

That at the special instance and request of said owner the claimant furnished extra and additional materials and extra and additional labor on said premises of the value of \$ \_\_\_\_\_ and completed same on \_\_\_\_\_, 19 \_\_\_\_\_ (5)

That said owner is entitled to credits on account thereof as follows, to-wit: \$9,800.00

leaving due, unpaid and owing to the claimant, after allowing all credits, the balance of \$10,108.93 Dollars for which, with interest, the claimant claims a lien on said land and improvements.

William E. Dec/Lawyer's Lien Services  
(Name of sole ownership, corporation, partnership)

By [Signature]

This document was prepared by Lawyer's Lien Services 1901 W. Race Ave. Chicago, IL 60622  
(Name and Address)

Mail to: \_\_\_\_\_  
(Name and Address)

(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) \_\_\_\_\_

Or Recorder's Office Box No. \_\_\_\_\_

- (1) If contract made with another than the owner, delete "said owner," name such person and add "authorized or knowingly permitted by said owner to make said contract."
- (2) State what was to be done.
- (3) "being" or "to be," as the case may be.
- (4) "All required to be done by said contract"; or "work to the value of"; or "delivery of materials to the value of \$ \_\_\_\_\_" etc.
- (5) If extras fill out, if no extras strike out.

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State of Illinois, County of \_\_\_\_\_ } SS.

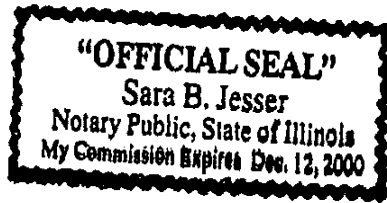
The affiant, \_\_\_\_\_  
being first duly sworn, on oath deposes and says that he is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

the claimant; that he has read the foregoing claim for lien and knows the contents thereof; and that all the statements therein contained are true.

*[Signature]*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_

*Sara Jesser* 4/11/97  
Notary Public



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WHEN RECORDED MAIL TO:

First Midwest Bank/Chicago N.A.  
220 West Main Street  
Morris, IL 60440

RECORDED MAIL TO:

NOV 21 10:56

04063307

04063307

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



# First Midwest Bank

Member FDIC

## MORTGAGE

THIS MORTGAGE IS DATED DECEMBER 15, 1994, between First Midwest Trust Company, as Trustee under that certain Trust Agreement dated November 22, 1994 and known as Trust No. 5919, whose address is 121 N. Chicago Street, Joliet, IL 60431 (referred to below as "Grantor"); and First Midwest Bank/Chicago N.A., whose address is 220 West Main Street, Morris, IL 60450 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated November 22, 1994 and known as Trust No. 5919, mortgages 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 ditches 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"):

Parcel 2: Lot 4 in Flossmoor's Butterfield Pointe Unit III, being a resubdivision of Butterfield Pointe Units I and II, being a Subdivision of part of the South 1/2 of the Northeast 1/4 of Section 7, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: Lot 9 in Flossmoor's Butterfield Pointe Unit III, being a resubdivision of Butterfield Pointe Units I and II, being a Subdivision of part of the South 1/2 of the Northeast 1/4 of Section 7, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as Lot 4 and 9 in Flossmoor's Butterfield Pointe, Flossmoor, IL 60431. The Real Property tax identification numbers are 32-07-702-052 (Lot 4) & 32-07-703-057 (Lot 9)

Grantor presently conveys 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 First Midwest Trust Company, as Trustee, Trustee under that certain Trust Agreement dated November 22, 1994 and known as Trust No. 5919. The Grantor is the mortgagee 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, fixtures, buildings, structures, mobile homes situated 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 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. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$350,000.00.

**Lender.** The word "Lender" means First Midwest Bank/Chicago N.A., 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 December 15, 1994, in the original principal amount of \$175,000.00 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 a variable interest rate based upon an index. The index currently is 8.500% per annum. The interest rate to be applied to the unpaid principal balance of this Mortgage shall be at a rate of 1.000 percentage point(s) over the index, resulting in an initial rate of 9.500% per annum. NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. The maturity date of this Mortgage is December 15, 1995. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

**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 accretions, 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, 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.

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

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protection 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 good repair and condition, including repairs, replacements, and maintenance necessary to preserve its value. The terms "hazardous waste," "hazardous substance," "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), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-461 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 1001, 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 petroleum. 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, or about 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 by any prior owner or occupant 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 agent, contractor, agent or other authorized user of the Property has ever generated, manufactured, stored, treated, disposed of, or released any hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable laws, state and local laws, regulations and ordinances, including without limitation local 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 the terms 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 best efforts in investigating the Property for hazardous waste. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for remedial 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 the terms of the Mortgage or of 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 loss or should have been incurred by Grantor. The provisions of this section of the Mortgage, including the agreement 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.

Hazardous Waste. Grantor shall not cause, conduct or permit any person to remove, store, or suffer any shipping of or waste of or to the Property or any portion of the Property, without having the consent of the Lender. Grantor will not remove, or grant to any other party the right to remove, any hazardous waste, including oil and gas, and other 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 comply with all laws, ordinances, and regulations, state or Federal in effect at all governmental jurisdiction applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may conduct its business on the Property in compliance with applicable laws, regulations and without complying with any proceeding, whether appropriate or not, as long as Grantor has obtained written consent 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.

**COVENANTS - CONSENT BY LENDER.** Lender may, at its option, declare voidable due and payable all sums secured by this Mortgage upon the life of Grantor without the Lender's prior written consent, or of 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 use or interest therein, whether legal, beneficial or equitable, whether voluntary or involuntary, whether by outright sale, deed, instrument, use contract and deed, or by deed, leasehold interest, with a term greater than three (3) years, lease with an option, or by sale, assignment, or lease of any beneficial interest, or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any such sale, assignment, lease, partnership or limited liability company, transfer also requires a mortgage or other debt instrument having a term in excess of one (1) year, the mortgage or other debt instrument shall be subject to the same law as the mortgage or other debt instrument. However, this option shall not be available to Lender if such sale or transfer is prohibited by Federal law or by Illinois law.

**TAXES AND FEES.** The following provisions relating to the taxes and fees on the Property are a part of this Mortgage. Payment. Grantor shall pay when due (and in all events due to January 1st of each year) special taxes, general taxes, assessments, water charges and sewer charges (including any charges against or in account of the Property) and shall also pay when due all taxes on or in respect of the Property. Grantor shall maintain the Property free of all taxes having priority over or equal to the interest of Lender under this Mortgage except to the lien of taxes and assessments not due and except as otherwise provided in the following paragraph.

**Right to Contest.** Grantor may without payment of any tax, assessment, or claim in connection with a Good Faith dispute over the obligation to pay to bring to Lender's attention the Property is not properly assessed or assessed as a result of nonpayment. Grantor shall within thirty (30) days after the last date of a tax or assessment, advise Grantor in writing of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient certified check or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that would accrue as a result of a foreclosure or sale under the lien. In any event, Grantor shall advise Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond covering the contest proceedings.

**Fulfillment of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall advise the appropriate governmental official to deliver to Lender or any third a written statement of the taxes and assessments against the Property.

**Notice of Completion.** Grantor shall notify Lender of least three (3) 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 shall upon request of Lender furnish to Lender evidence 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 Mortgage.

**Obtainment of Insurance.** Grantor shall procure and maintain policies of the insurance with standard extended coverage endorsements 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 co-insurance clause) and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Truist and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance including but not limited to hazard, business interruption and boiler insurance as Lender may require. 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 for each insurance containing a stipulation that coverage will not be cancelled 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 shall provide an endorsement providing that coverage in favor of Lender will not be impaired in any way by any payment or release of Grantor or any other person. Should the Real Property or any third party be used in an area designated by the Federal Emergency Management Agency as a special hazard area, Grantor agrees to obtain and maintain Federal flood insurance at the extent such insurance is required by Lender and a certificate available to the terms of the loan and for the full unpaid principal balance of the loan, of the maximum limit of coverage that is available, effective as of

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**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the restoration and repair or replacement if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to 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. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

**Uninsured Insurance at Sale.** Any uninsured 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 bankruptcy sale of such Property.

**Grantor's Report on Insurance.** Upon request of Lender, Grantor shall make this report once a year. Grantor shall furnish to Lender a report in each ensuing policy of insurance showing: (a) the name of the insurer, (b) the risks insured, (c) the amount of the policy, (d) the property insured, the then current replacement value of such property, and the manner of determining that value, and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraisal satisfactory to Lender determining the cash value replacement cost of the Property.

**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 charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, all Lender's costs, will: (a) be payable in arrears, (b) be added to the balance of the Note and be a portion of the amount payable with any remaining payments to become due (being either: (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a lump sum payment which will be due and payable at the Note's maturity. This Mortgage shall secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or remedies available to Lender and shall not be construed as waiving or diminishing 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, or that 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 when Grantor is authorized or required to conduct loan 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.

**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 Real 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.

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

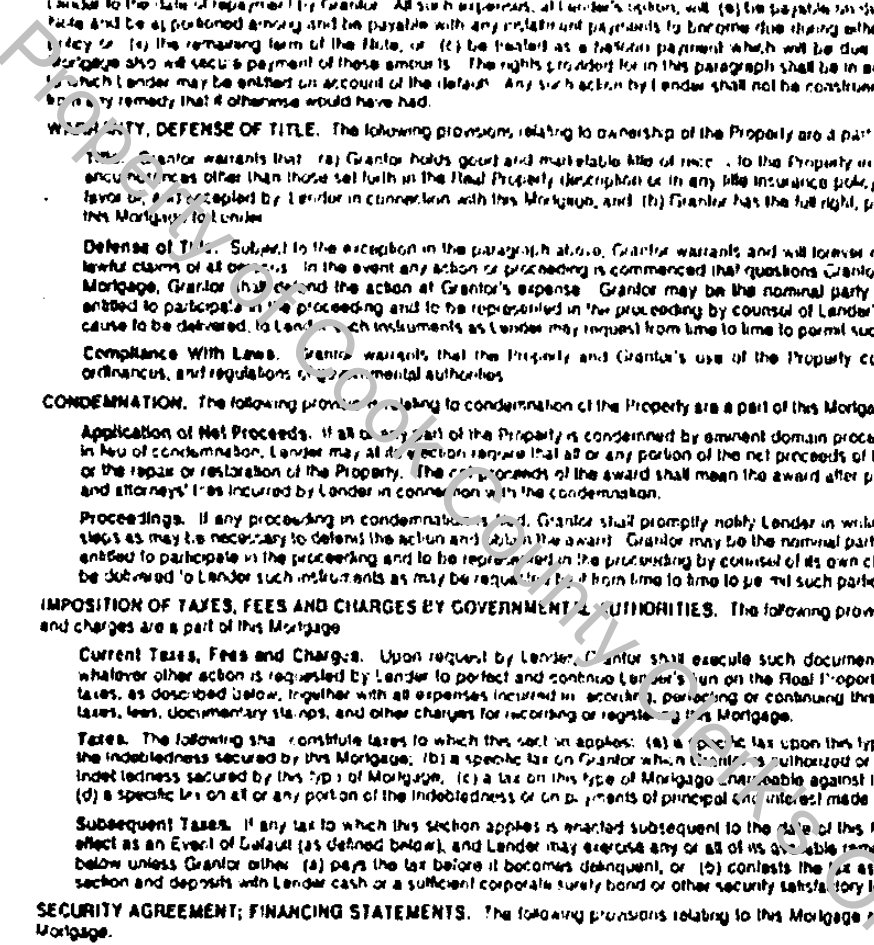
**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

**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, indexed, or re-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 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 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 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.

**FULL PERFORMANCE.** If Grantor pays all the indebtedness when due, 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 statement on the encumbering Lender's security interest in the Real 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 refund the amount of that payment (a) to Grantor's trustee in

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... to any lender person under any federal or state bankruptcy law or law for the relief of debtors... by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property...

DEFAULT 1. Any of the following is the opinion of Lender shall constitute an event of default (hereinafter "Default") under this Mortgage:

- Default on Indebtedness: Failure of Grantor to make any payment when due on the indebtedness.
Default on Other Payments: Failure of Grantor when the time required by this Mortgage to make any payment for taxes or insurance...
Compliance Default: Failure to comply with any other term, condition, covenant or condition contained in this Mortgage...
Default by Grantor or Third Parties: Should Borrower or any Grantor default under any loan, extension of credit, security agreement...
False Statements: Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor...
Insolvency: The dissolution or termination of the Trust, the insolvency of Grantor...
Attachment or Seizure: Any commencement of attachment or other proceedings...
Breach of Other Agreements: Any breach by Grantor under the terms of any other agreement between Grantor and Lender...
Events Affecting Guarantors: Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness...

RIGHTS AND REMEDIES ON DEFAULT 1. Upon the occurrence of any event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights, which 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...
LFC Remedies: With respect to all or a part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.
Collect Rents: Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents...
Mortgages 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...
Judicial Foreclosure: Lender may obtain a judicial decree for sale of Grantor's interest in all or any part of the Property.
Deficiency Judgment: If awarded by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness...
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 agrees any and all right to have the property marshaled...
Notice of Sale: Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property...
Waiver, Effect of Remedies: A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver or prejudice the party's right...
Attorney's Fees, Expenses: If Lender enforces any provision to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum...

NOTICE TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation, notice of default and any notice of sale to Grantor shall be in writing and shall be effective when actually delivered, or when deposited with a national or recognized overnight courier...

GENERAL AND OTHER PROVISIONS. The following provisions shall apply to this Mortgage and all obligations thereunder...
Assignment. This Mortgage together with any Related Documents, constitute the entire understanding and agreement of the parties...
Entire Agreement. This Mortgage is intended to supersede all other agreements between Grantor and Lender...

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Property

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 Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties; Corporate Authority. 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 amended 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 in 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 to satisfy 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.

Waiver of Right of Redemption. NOTWITHSTANDING ANY LAW TO THE CONTRARY, SEE ARTICLE EIGHTEEN IN THIS MORTGAGE, GRANTOR HEREBY WAIVES TO THE EXTENT PERMITTED UNDER THE STATE OF ILLINOIS (SECTION 15-100) (THE APPLICABLE LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION IN FAVOR OF GRANTOR AND HIS/HER/HIS/HERS OR ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No force or effect shall be given to any oral agreement between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transaction. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent in subsequent instances where such consent is required.

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

FIRST MIDWEST TRUST COMPANY, AS TRUSTEE UNDER THE CERTAIN TRUST AGREEMENT DATED NOVEMBER 22, 1994 AND KNOWN AS TRUST NO. 5919 ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS MORTGAGE AND NOT PERSONALLY, BUT AS TRUSTEE AS PROVIDED ABOVE, HAS CAUSED THIS MORTGAGE TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED.

GRANTOR: First Midwest Trust Company, as Trustee under that certain Trust Agreement dated November 22, 1994 and known as Trust No. 5919. By: [Signature] Trust Officer. By: [Signature] Headed by Trust Officer.

This Mortgage prepared by: First Midwest Bank/Illinois, N.A. 50 West Jefferson Street Joliet, Illinois 60431

STATE OF ILLINOIS, )
COUNTY OF JEFFERSON, )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that [Signature] Secretary of FIRST MIDWEST TRUST COMPANY, National Association, and [Signature] the attending Trust Officer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and the attending Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Trust Company, for the uses and purposes therein set forth; and the said attending Trust Officer did also then and there acknowledge that he is a constituent of the corporate seal of said Trust Company, and affix the said corporate seal of said Trust Company instrument as his own free and voluntary act, and as the free and voluntary act of said Trust Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of [Month] 1994.

NOTARY PUBLIC

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