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RECORDATION REQUESTER:

HARRIS BANK ARGO
7549 W 63RD ST
SUMMIT, IL 60501

WHEN RECORDED MAIL TO:

HARRIS BANK ARGO
7549 W 63RD ST
SUMMIT, IL 60501

DEPT-01 RECORDING 437.00
T#0012 TRAN 5025 05/08/97 12:31:00
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COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

7970969

Mortgage prepared by:

Jane L. Grand
7549 W 63RD ST
Summit IL 60501

HARRIS BANK.

MORTGAGE

37.00

THIS MORTGAGE IS DATED APRIL 28, 1997, between Brian J O'Grady, a bachelor, whose address is 9617 S Troy Street, Evergreen Park, IL 60805 (referred to below as "Grantor"); and HARRIS BANK ARGO, whose address is 7549 W 63RD ST, SUMMIT, IL 60501 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all Grantor's right, title, and interest in and to the following described real property, together with all existing or hereinafter 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 minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property"):

Lot 36 in Theiner and Melding Second Addition to Crawford Highlands, Being a Subdivision of Lots 14 and 15 in King Estate Subdivision, in Evergreen Park, being the Northwest 1/4 of Section 12, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 9617 S Troy Street, Evergreen Park, IL 60805. The Real Property tax identification number is 24-12-111-001.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and 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 Existing Indebtedness section of this Mortgage.

Grantor. The word "Grantor" means Brian J O'Grady. The Grantor is the mortgagor under this Mortgage.

BOX 333-CTI

Hazardous substances. The term "hazardous waste," "hazardous substance," "deposited," "leaked," and "disposed," as used in this mortgage, shall have the same meaning 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, 42 U.S.C. Section 9601 et seq. (SARA), the Hazardous Waste Identification Act of 1980, 42 U.S.C. Section 10501 et seq., or other applicable state or federal law. The term "hazardous waste" and "hazardous substance" shall include, without limitation, petroleum and petroleum products or any fraction thereof and waste, and includes, without limitation, asbestos, lead, mercury, polychlorinated biphenyls, and other hazardous waste and substance. Grantor represents and warrants to Lender that (a) during the period of Grantor's ownership and use of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or discharge 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, such as previously disclosed in the Report, that any hazardous waste or substance has been, stored or from the Property by

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

Possession and Use. Lender in detail, 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 IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

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

The word "Personal Property" means all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or related to the Real Property, together with all accessories, appurtenances, and other improvements, whether now or hereafter owned, included in connection with the Real Property.

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

The word "Lender" means HARRIS BANK ARGO, its successors and assigns. The Lender is the mortgagee under the mortgage.

The word "Note" means the promissory note or credit agreement dated April 28, 1987, in the original principal amount of \$70,000 from Grantor to Lender, together with all amendments, modifications, or substitutions of, and substitutions of, and substitutions for the promissory note or agreement.

The word "Personal Property" means all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or related to the Real Property, together with all accessories, appurtenances, and other improvements, whether now or hereafter owned, included in connection with the Real Property.

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

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

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

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

The word "Lender" means HARRIS BANK ARGO, its successors and assigns. The Lender is the mortgagee under the mortgage.

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any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for 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 (a) 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 unsecured 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 to 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.

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, except for the Existing Indebtedness referred to below, and except as otherwise provided in the following paragraph.

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

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This document contains the terms and conditions of the loan and mortgage. It is intended to be read in conjunction with the other documents forming part of the mortgage package.

REPRESENTATION AND WARRANTIES: The following provisions relating to the property are a part of the mortgage:

1. The Borrower 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 first property description hereafter;

2. The Borrower warrants that (b) 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 first property description hereafter;

3. The Borrower warrants that (c) 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 first property description hereafter;

4. The Borrower warrants that (d) 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 first property description hereafter;

5. The Borrower warrants that (e) 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 first property description hereafter;

6. The Borrower warrants that (f) 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 first property description hereafter;

7. The Borrower warrants that (g) 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 first property description hereafter;

8. The Borrower warrants that (h) 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 first property description hereafter;

9. The Borrower warrants that (i) 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 first property description hereafter;

or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

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

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

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

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

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

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

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

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

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

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

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

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.

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

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the and where further authorization from Grantor, the enclosed counterparts, copies or reproductions of the mortgages as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or correcting the security interest. Upon default, Grantor shall execute the Personal Property in a manner and at a price 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 address of Grantor (debtor) and Lender (secured party), from which notices concerning the security interest granted by the mortgage may be obtained (such as required by the Uniform Commercial Code), are as stated on the first page of the mortgage.

FURTHER ASSURANCES: ATTORNEY-IN-FACT. The following provisions relating to further assurances are hereby-in-fact are a part of the mortgage.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in each office and place as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, assignments of further security, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to perfect, continue, protect, conserve or preserve (a) the obligations of Grantor under the mortgage and the related documents, and (b) the liens and security interests created by the mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in the paragraph.

Attorney-in-Fact. Grantor shall 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 purpose, 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 or the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this mortgage, Lender shall execute and deliver to Grantor a written satisfaction of the mortgage and enable statement of termination of any financing statement on the existing Lender's security interest in the home 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 Grantor or any third party, on the indebtedness and thereafter Lender is urged to issue the amount of that payment (a) to Grantor's trustee in bankruptcy or to any other 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 on Lender with any claim made for the purpose of enforcement of the mortgage and the mortgages that continue to be effective or shall be refiled, as the case may be, notwithstanding any cancellation of the mortgage or of any note or other instrument of indebtedness and the termination of the mortgage, Lender will continue to secure the amount repaid or recovered in 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 the mortgage.

DEFAULT. Each of the following, at the option of Lender, shall constitute a default (Event of Default) under the mortgage:

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

Default on Other Payments. Failure of Grantor within the time required (a) to the mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent any lien or to effect discharge of any lien.

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

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

Deceptive Conduct. The 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.

Death or Incapacity. The death of Grantor, the incapacity of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency law by or against Grantor.

Foreclosure, Partition, etc. Commencement of foreclosure or partition proceedings, whether by judicial proceedings, 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 purchase by Grantor or its transferee, provided the Grantor gives Lender written notice of such claim and satisfies reasonable or a timely bond for the claim satisfactory to Lender.

Terms of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not amended within any grace period provided therein, including without limitation

any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

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

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

Right to Cure. If such a failure is curable 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; or (b) if the cure requires more than fifteen (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 more of the following rights and remedies, in addition to any other rights or remedies provided by law:

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

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

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

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

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

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

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage, 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.

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

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

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By Lender this in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its right that become a part of the independent proceeds on default and that bear interest from the date of enforcement until repaid at the rate provided for in this note. Expenses covered by this mortgage include, without limitation, however subject to any state lender applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including disbursements, fees for bankruptcy proceedings including filing in court or outside any bankruptcy court, and all other expenses and any disbursements required, preparation, recording, and recording fees, and the interest to be made payable by mortgagee hereunder. Grantor also will pay any court costs, in addition to all other sums provided by law, applicable law.

NOTICES TO GRANTEE 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, shall be sent by registered mail, return receipt requested, or when deposited with a nationally recognized overnight courier, or a similar means of delivery when deposited in the United States with first class, certified or registered mail, postage prepaid, directed to the addressee shown near the beginning of this mortgage. Any party may change its address for notices under this mortgage by giving 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 loan which this mortgage shall be sent to Lender's address, as shown near the beginning of this mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

The following miscellaneous provisions are a part of this mortgage:

ASSIGNMENTS. This mortgage, together with any related documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this mortgage. No alteration or amendment to the mortgage shall be made 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.

MORTGAGE. There shall be no merger of this mortgage 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, whether the written instrument or agreement which created the mortgage or any other mortgage or estate created by Lender.

SEVERABILITY. If a court of competent jurisdiction, under any provision of this mortgage to be invalid or unenforceable as to any person or circumstance, it is hereby agreed that no other provision shall be unenforceable as to any other person or circumstance. It is hereby agreed that no other provision shall be unenforceable as to any person or circumstance.

ASSIGNMENTS AND ASSIGNORS. Subject to the limitations stated in this mortgage on transfer of Grantor's interest, the mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. It may and with Grantor's successors with reference to the mortgage and the independence by way of insurance or assignment without releasing Grantor from the obligations of the mortgage or estate under the independence of the assignee.

This is of the essence. This is of the essence in the performance of this mortgage.

WARRANTY OF HARMLESS DEFENSES. Grantor hereby releases and waives all claims and demands of the mortgagor against the bank of Illinois in all independent claims secured by this mortgage.

ENTIRE CONTRACT AND CONSENTS. Lender shall not be deemed to have waived any rights under this mortgage for under the Federal Documentary Stamp Tax. This mortgage, together with any related documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this mortgage. No alteration or amendment to the mortgage shall be made in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

REPRESENTATIONS AND WARRANTIES. Lender shall not be deemed to have waived any rights under this mortgage for under the Federal Documentary Stamp Tax. This mortgage, together with any related documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this mortgage. No alteration or amendment to the mortgage shall be made in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

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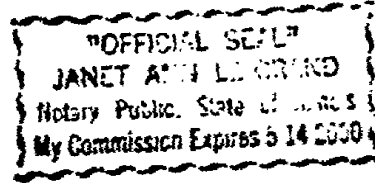
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x Brian J O'Grady
Brian J O'Grady

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared Brian J O'Grady, 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 28th day of April, 1997.

Janet Ann LeGrand Notary Public

Notary Public in and for the State of _____

My commission expires _____

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10/07/2010