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COOK COUNTY  
RECORDER  
JESSE WHITE  
BRIDGEVIEW OFFICE

RECORDATION REQUESTED BY:

BRIDGEVIEW BANK AND TRUST  
7948 South Harlem Avenue  
Bridgeview, IL 08465

WHEN RECORDED MAIL TO:

Bridgeview Bank and Trust  
7948 South Harlem  
Bridgeview, IL 08465

P.O. Box 206

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##0001\*\*

RECORD IN # 37.00

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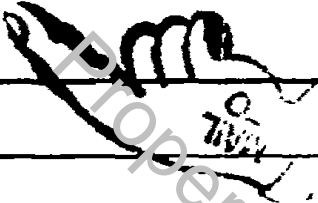
SUBTOTAL 37.00

CHECK 37.00

FOR RECORDER'S USE OMRC CTR

05/12/97

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This Mortgage prepared by:

Bridgeview Bank and Trust  
7948 S. Harlem Avenue  
Bridgeview, IL 08465

MORTGAGE

THIS MORTGAGE IS DATED MAY 2, 1997, between Timothy J. Enright and Jeanine M. Enright, His Wife as Joint Tenants, WROS, whose address is 12824 S. Laramie, Alsip, IL 08658 (referred to below as "Grantor"); and BRIDGEVIEW BANK AND TRUST, whose address is 7948 South Harlem Avenue, Bridgeview, IL 08465 (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 111 in Laramie Square Number 4 Phase 2 Subdivision of part of the East 1/2 of the Northwest 1/4 of Section 28, 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 12824 S. Laramie, Alsip, IL 08658. The Real Property tax identification number is 24-28-107-001-0000.

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.

Existing indebtedness. The words "Existing indebtedness" mean the indebtedness described below in the Existing indebtedness section of this Mortgage.

Grantor. The word "Grantor" means Timothy J. Enright and Jeanine M. Enright. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the indebtedness.

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shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (f) 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 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 of 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.

**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 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

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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 mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

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

**IMPOSITION OF TAXES, 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 costs 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 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.

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Address. The mailing addresses of Grantor (person) and Lender (secured party) from which information 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 ASSURANCE: ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-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 attorney, and when requested by Lender, cause to be filed, recorded, noted, or re-recorded, as the case may be, in each state and in each place 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 future interests, options, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to execute, complete, perfect, continue, 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. Lender 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 the name of Grantor and in Grantor's name. For each purpose, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the intent referred to in the preceding paragraph.

**FULL PERFORMANCE.** Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under the mortgage, Lender shall execute and deliver to Grantor a written satisfaction of the mortgage and a release of all liens of termination of any financing statement on the underlying Lender's security interest in the 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 any third party, on the indebtedness and pursuant to Lender's request to lend the amount of the principal and interest on the mortgage, or to any other party under any federal or state bankruptcy law or act, or the rules of courts, (a) 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 (b) by reason of any termination or completion of any claim made by Lender with any claimant (including without limitation Lender), the indebtedness shall be considered paid for the purpose of enforcement of the mortgage and the mortgage shall continue to be effective or enforceable, as the case may be, notwithstanding any cancellation of the mortgage or of any note or other instrument or agreement evidencing the indebtedness and the Property will continue to secure the amount repaid or recorded to the same extent as if that amount never had been actually repaid 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 an event of 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 by the mortgage to make any payment for taxes or interest, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Completion Default. Failure of Grantor to comply with any other term, condition, 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 (a) under 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.

Default on Obligations. The mortgage or any of the Related Documents cease to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) in any time and for any reason.

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 commencement of any proceeding under any bankruptcy or insolvency law by or against Grantor.

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

Grant of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not provided 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.

Granting Indebtedness. A default that occurs 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 Indebtedness.

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

**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 furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**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 receivership, 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 or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

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

**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 the Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

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

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has priority over the Mortgage shall be sent to Lender's address, as shown near the beginning of the Mortgage, for notice purposes. Grantor agrees to keep Lender informed at all times of Grantor's current address. Amendments. This Mortgage, together with any related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in the Mortgage. No addition or amendment to the Mortgage shall be effective unless given in writing and signed by the party or parties sought to be changed or bound by the amendment or amendments.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Texas. Subject to the provisions on arbitration, the Mortgage shall be governed by and construed in accordance with the laws of the State of Texas.

Arbitration. Lender and Grantor agree that all disputes, claims and controversies between them, whether individual, joint or class in nature, arising from this Mortgage or otherwise, including without limitation, disputes and class disputes, shall be referred to arbitration in the State of Texas. Arbitration shall be conducted upon request of either party. No act to sue or dispose of any property shall constitute a waiver of the right to arbitration or be prohibited by this arbitration agreement. This includes, without limitation, the right to bring a lawsuit or a temporary restraining order, including a power of sale under any deed of trust or mortgage, except a writ of attachment or repossession of a vehicle, or exercising any rights relating to the Mortgage, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any dispute, claim, or controversy concerning the interpretation or enforcement of any act, or exercise of any right, concerning any property, including any data to record, return, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitration shall have the right or power to enjoin or restrain any act of any party. Judgment upon any matter shall be rendered by any arbitrator who may be named in any court having jurisdiction. In the Mortgage and proceeds of any party from seeking equitable relief from a court of competent jurisdiction. The rights of lenders, assignees, successors, and other parties which would otherwise be enforceable in an action brought by a party or all parties in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for those purposes. The Federal Arbitration Act shall apply to the extent of law, interpretation, and enforcement of the arbitration provision.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be read to interpret or define the provisions of this Mortgage. There shall be no merger of the Mortgage with any other instrument or instrument in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender. Multiple Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. They shall be the obligations of each of the persons signing below in accordance with the provisions of this Mortgage.

Generally. 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 the provision invalid or unenforceable as to any other person or circumstance. It shall be the intent of the parties that the Mortgage be amended to conform to the law and to be enforceable in all other respects that would be so modified. It shall be the intent of the parties that the Mortgage be amended in all other respects that would be so modified. It shall be the intent of the parties that the Mortgage be amended in all other respects that would be so modified.

Successors and Assignees. Subject to the limitations stated in this Mortgage, the benefit of Grantor's interest in the Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. Any and all rights and interests in the Mortgage and the Property shall be transferred by deed or otherwise to the parties or their successors or assigns without releasing Grantor from the obligations of the Mortgage or liability under the Mortgage.

Time is of the Essence. Time is of the essence in the performance of the Mortgage. Grantor hereby releases and waives all rights and benefits of the Mortgage. Lender shall not be deemed to have waived any rights under the 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 the provisions of any other provision. No prior waiver by Lender, nor any Grantor's obligations as to any future transactions. Whenever consent by Lender is required in the Mortgage, Grantor's obligations as to any future transactions. Whenever consent by Lender is required in the Mortgage, Grantor's obligations as to any future transactions. Whenever consent by Lender is required in the Mortgage, Grantor's obligations as to any future transactions.

Entire Agreement. The Mortgage, together with any related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in the Mortgage. No addition or amendment to the Mortgage shall be effective unless given in writing and signed by the party or parties sought to be changed or bound by the amendment or amendments.

Assignment. Lender and Grantor agree that all disputes, claims and controversies between them, whether individual, joint or class in nature, arising from this Mortgage or otherwise, including without limitation, disputes and class disputes, shall be referred to arbitration in the State of Texas. Arbitration shall be conducted upon request of either party. No act to sue or dispose of any property shall constitute a waiver of the right to arbitration or be prohibited by this arbitration agreement. This includes, without limitation, the right to bring a lawsuit or a temporary restraining order, including a power of sale under any deed of trust or mortgage, except a writ of attachment or repossession of a vehicle, or exercising any rights relating to the Mortgage, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any dispute, claim, or controversy concerning the interpretation or enforcement of any act, or exercise of any right, concerning any property, including any data to record, return, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitration shall have the right or power to enjoin or restrain any act of any party. Judgment upon any matter shall be rendered by any arbitrator who may be named in any court having jurisdiction. In the Mortgage and proceeds of any party from seeking equitable relief from a court of competent jurisdiction. The rights of lenders, assignees, successors, and other parties which would otherwise be enforceable in an action brought by a party or all parties in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for those purposes. The Federal Arbitration Act shall apply to the extent of law, interpretation, and enforcement of the arbitration provision.



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

GRANTOR:

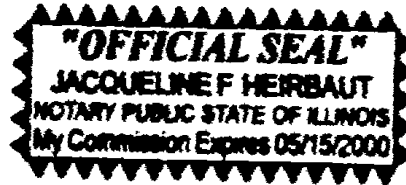
X *Timothy J. Enright*  
Timothy J. Enright

X *Jeanine M. Enright*  
Jeanine M. Enright

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK



On this day before me, the undersigned Notary Public, personally appeared Timothy J. Enright and Jeanine M. Enright, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 2ND day of May, 1997.

By *Jacqueline F. Heirbaut* Notary Public Bridgemen Bank and Trust  
Notary Public in and for the State of ILLINOIS

My commission expires May 15, 2000

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