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RECORDATION REQUESTED BY:

PLAZA BANK
7480 W. IRVING PARK ROAD
NORRIDGE, IL 60634

MAIL TO:

WHEN RECORDED MAIL TO:
PLAZA BANK
7480 W. IRVING PARK ROAD
NORRIDGE, IL 60634

SEND TAX NOTICES TO:

PETER E. FRISBEE
1180 WEST OHIO, UNIT #3
CHICAGO, IL 60622

97367659

DEFT-01 RECORDING \$39.50
T00111 TRAN 7277 05/23/97 09:01:00
#3954 1 KF N-97-367659
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Mortgage prepared by: PLAZA BANK
7480 W. IRVING PARK ROAD
NORRIDGE, IL 60634

MORTGAGE

THIS MORTGAGE IS DATED MAY 9, 1997, between PETER E. FRISBEE, Divorced and Not Since Remarried, whose address is 1180 WEST OHIO, UNIT #3, CHICAGO, IL 60622 (referred to below as "Grantor"); and PLAZA BANK, whose address is 7480 W. IRVING PARK ROAD, NORRIDGE, IL 60634 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor makes good, 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 41 IN BOAKE'S RESUBDIVISION OF BLOCK 5 IN COCHRAN AND OTHERS' SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OF SAID BOAKE'S RESUBDIVISION RECORDED NOVEMBER 8, 1970 AS DOCUMENT 72888, IN COOK 172 OF MAPS, PAGE 52, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 923 NORTH MONROE, CHICAGO, IL 60622. The Real Property tax identification number is 17-06-424-021.

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 PETER E. FRISBEE. The Grantor is the mortgagor under this Mortgage.

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THE MORTGAGE, INCLUDING THE AGREEMENT OF RENTS AND THE SECURITY INTEREST IN THE MENS
AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDENTURE AND (2)
REDEMPTION OF ALL OBLIGATIONS OF GRANTOR UNDERTAKEN UNDER THE INDENTURE AND (3)
DOCUMENTS. THIS MORTGAGE IS INTENDED TO AND SHALL BE USED AND HAVE Priority OVER ALL
SUBORDINATE LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING STATE TAXES
AND AMERICAN BANKS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MONIES AVAILABLE
AND ACCRUED INTEREST, THIS MORTGAGE IS GIVEN AND ACCRUED ON THE FOLLOWING TERMS:

other benefits derived from the Property.

Figure 1. Schematic diagram of the experimental setup used to measure the effect of the magnetic field on the absorption coefficient of the sample.

Real Property, The words "Real Property" mean the property, interests and rights described above in the "Chain of Deedings" section.

Personal Property. The word "Personal Property" means all equipment, fixtures, and other articles of personalty owned by Grantee, and all non-occupancy personalty retained or retained to be furnished by Grantee under the terms of this Agreement.

modifications of regulations from Germany to London, together with an estimate of the cost of implementation of such changes in the United Kingdom.

The word "Mortgage" means the obligation between Creditor and Lender, and includes without limitation all assignments and security interests provided relating to the Personal Property and Rents.

Lender, the word "Lender" means PLAZA BANK, its successors and assigns. The Lender is the manager under the Mortgages.

neighborhoods, buildings, structures, models and structures situated on the Real Property.

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MORTGAGE (Continued)

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Assignment of Rents form executed by Grantor in connection with the Property. 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 tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owner 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 purpose, 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 Non 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, including without limitation, the Americans With Disabilities Act. 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

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Comparisons with European literature. During the period in which my Edexcel literature examinations depended on

intended beneficiaries of the test. Any unexercised insurance shall return to the benefit of, and pass to, the survivors of the Property covered by the Mandate in any trustee's sole or other case held under the provisions of the Law.

standardization of language, grammar, and meaning, and meaning with standardization of meaning. Grammars shall produce, and meaning produce, or as otherwise required by Law, and to maintain such interests for the term of the

ARTICLE 10. DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Agreement:

It is also shown upon demand given to Landor satisfactory evidence of payment of Premium.

In the Capital, Gruyere was introduced during one of many visits in consideration with a good
man of some note over the dredging season to pay, so long as Lentz's services in the Proprietary
had as a result of nonpayment, Gruyere shot when he was (15) dead shot when the loan arrears of a
sum of £100 were paid (16) dead shot when the loan arrears of a sum of £100 were paid (17)
dead shot when the loan arrears of a sum of £100 were paid (18) dead shot when the loan arrears of a sum of £100 were paid (19)

payments, customers shall pay when due (and in all events prior to delinquency) all costs, expenses, attorney's fees and other expenses provided for by the following paragraph.

TAXES AND FEES. The following provisions relating to the taxes and fees on the Property are a part of this Agreement:

of Real Property interest. If any Grantee is a corporation, partnership or limited liability company, transfer shall be made by certificate of stock ownership or certificate of conversion of shares of stock or certificate of incorporation or certificate of organization.

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Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing 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 appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

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

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

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in 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.

CONDAMNATION. 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

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Full Performance A company does all the things it needs to do to produce goods and services.

Surveillance - First, a controller needs to do any of the things referred to in the previous paragraph. Under many circumstances, and doing as often as may be necessary or desirable, he /she's got options.

order section is required by Lender to reflect and continue Lender's secondary function in the Project and provide documentation of the amount of funds demanded from Lender.

Secondly, Amendment 2 secures a security agreement to the extent any of the Property owned by Lender, 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.

RECENTLY, FEDERALIST STATESMEN. The known democratic tendency of the majority of the people makes such a party a part of the nation.

However, it is not clear how much this section applies to the general concept of Dialectic (as defined below), and I suspect many scholars may feel that the same point can be made about the term "dialectic".

Chances taken, Forces and Controls. Upon request by Leander, Captain shall make such documents as are necessary to record his record of commanding or commanding the ship.

returning to government-owned banks, loans and charges are a part of this lending:

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

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

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

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

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Note or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

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

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. (a) Death of Grantor or the dissolution or termination of Grantor's existence as a going business, 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 laws by or against Grantor.

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

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

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

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

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

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 furtherance of this right, Lender may require any tenant or other user of the Property to make payment 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

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Citizen Initiatives. Citizen initiatives in the Mongolian law for conservation purposes only and are not to be used to interfere or damage the programme of the Mongolian government.

As regras de Lemaire são baseadas em critérios de eficiência e de eficácia.

latter, upon request, a certified statement of all operating income received from the Property during calendar years prior to such year in which the Property has been sold or disposed of, and the amount of taxes paid by the Proprietor in such year in respect of such property.

However, together with any Federal Document, constitutes the entire understanding and agreement. The foregoing, together with any Federal Document, constitutes the entire understanding and agreement.

JOHN DEERE THE JOHN DEERE TRADE SHOW TEAM IS GOING TO THE 2003 EATON EXPO IN CHICAGO, ILLINOIS, ON APRIL 23-25. FOR MORE INFORMATION, CALL 1-800-447-3333.

SECTION 10. CIVILIZATION AND OTHER PARTIES. Any notice under this subsection, including notices to creditors and any notice of sale to creditors, shall be in writing, and shall be given by registered mail or certified mail, postage prepaid, or by personal delivery, or by telegraph, telecopy, facsimile, electronic mail, or any other means of communication, to each lender named in an order of creditors or claimant as

Geologists said the new Peay Bay court could, in addition to other sums paid under the original lease, require the company to pay some kind of fine.

However, from Figure 1, it is clear that there was no significant difference between the two groups in terms of the proportion of subjects who had any symptoms of the disease at baseline.

Programs that are designed to be used by people who have never used a computer before can be very useful for introducing them to the basic concepts of computing.

To the extent permitted by applicable law, Customer hereby waives any and all rights to sue or sue for damages against Seller for any claims arising from or related to the use of any products or services of Seller, under any theory of liability, including but not limited to strict liability, negligence, breach of contract, tort, or otherwise.

“Leaders should have an open mind and remain forward in their thinking of the future of business,” he said.

the Property. It permitted by applicable law, Landlord may obtain a judgment for any damages resulting in the non-delivery or late delivery of all amounts receivable from the exercise of the

and/or derivatives by a subscriber's name. Employment by Landes shall not disqualify a person from serving as a notary public.

the first to bring about the separation of the two properties in Germany, so difficult to imagine in England.

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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.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

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

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

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 prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

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

GRANTOR:

x Peter E. Frisbee
PETER E. FRISBEE

97-08-1659

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97367659

ILLINOIS

STATE OF ILLINOIS

COUNTY OF COOK

ON THIS DAY DECEMBER THE TWENTY EIGHT, THOUSAND NINETEEN, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPOINTED PETTER E. FRIMMEE, TO THE SIGNATURES
BEING MADE THEREON, DID SWORN AND SWEAR, FOR THE USES AND PURPOSES HEREIN MENTIONED,
THAT HE OR SHE HAD READ AND UNDERSTOOD THE MORTGAGE, AND ACCORDINGLY SUBSCRIBED THEREON.
I DO SOLEMNLY ACKNOWLEDGE AND SUBSCRIBE THEREON THAT THE FOREGOING IS A TRUE STATEMENT OF THE FACTS.
DONNA M. WEIS
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 5/11/00
OFFICIAL SEAL

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