

# UNOFFICIAL COPY

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1998-05-20 11:39:29  
Cook County Recorder 43.50

*RFJ*  
**RECORDATION REQUESTED BY:**

Suburban Bank of Barrington  
333 N. Northwest Highway  
Barrington, IL 60010

**WHEN RECORDED MAIL TO:**

Harris Banks  
P.O. Box 94034  
Palatine, IL 60094-4034



**FOR RECORDER'S USE ONLY**

RE TITLE SERVICES # 8555611

This Mortgage prepared by: **DEBBIE SMITH**  
P.O. Box 94034  
Palatine, IL 60094-4034



## MORTGAGE

THIS MORTGAGE IS DATED APRIL 24, 1998, between MARY WHITEHEAD, not personally but as Trustee on behalf of MARY L. WHITEHEAD DECLARATION OF TRUST under the provisions of a Trust Agreement dated October 6, 1989, whose address is 3945 BORDEAUX DRIVE, HOFFMAN ESTATES, IL 60195 (referred to below as "Grantor"); and Suburban Bank of Barrington, whose address is 333 N. Northwest Highway, Barrington, IL 60010 (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 inutilities 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"):

I.OT 34 IN BLOCK 3 IN CHARLEMAGNE UNIT 1 BEING A SUBDIVISION OF PART OF THE NW 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3945 BORDEAUX DRIVE, HOFFMAN ESTATES, IL 60195. The Real Property tax identification number is 02-03-103-013.

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.

**Credit Agreement.** The words "Credit Agreement" mean the revolving line of credit agreement dated April 24, 1998, between Lender and Grantor with a credit limit of \$175,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The interest

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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 INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PROPERTY OVER ALL

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

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

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

Personal property now or hereafter owned by Grantee, and now or hereafter attached or affixed to the Real property now or hereafter owned by Grantee, together, during the existence of such property, shall be personalty, the words "personal property" having the same meaning as in chapter 1; provided, however, that such personal property shall not include fixtures.

The mortgage under this Mortgage means the Mortgage between Creditor and Lender, and includes without limitation all assignments and security interests relating to the said Property and Recitals.

Leader. The word "Leader" means Suburban Bank of Barrington, Inc., its successors and assigns. The Leader is

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreements and any amounts expended or advanced by Lender to disburse obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Subject to limitation, this Mortgage secures a revolving line of credit and shall secure not only the sum so advanced, which Lender has presently advanced to Grantor under the Credit Agreement, but also any future sums which Lender may advance to Grantor under the Credit Agreement, but also any future sums which Lender may advance to Grantor under the Credit Agreement within twenty (20) years from the date of this Mortgage to the same extent as if such future agreement were made as of the date of the execution of this Mortgage. The revolving line of credit advanced to Grantor under the Credit Agreements and the principal amount of the Credit Agreements shall be subject to the terms of the Credit Agreements. The principal amount of the Credit Agreements shall be the principal amount of indebtedness secured by the Mortgage, net of amounts advanced to protect the security of the Mortgage, exceed-

improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, improvements, fixtures, means and fixtures without limitation as described in the Real Estate Agreement.

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

Excluding independentee section of this Mortgage.

be more than the lesser of 13,000 per annum or the maximum rate allowed by applicable law.

Under the Credit Agreement, interest rates based upon an index, such as the LIBOR, will be determined by applying the margin rate of 1.8000% per annum or the maximum rate allowed by applicable law.

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## MORTGAGE (Continued)

**SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**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.

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

**Possession and Use.** Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

**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 owners or occupants of the Property; (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 cost, under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition or 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.

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**Application of Proceeds.** Grandor shall promptly notify Leader of any loss or damage to the Property if it is estimated cost of repair of replacement exceeds \$5,000.00. Leader may make proof of loss if Grandor fails to do so within fifteen (15) days of the casualty. Whether or not Leader's security is impaired, Leader may, at his or the restoration and repair of the Property. Leader elects to apply the proceeds to restoration and repair, Grandor shall then repair or replace the damaged or destroyed improvements in a manner satisfactory to Leader.

Measurement of insurance. Gratuitor shall procure and maintain policies covering all insured coverage and maintenance on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any condemnation clause, and excepted liability insurance in favor of Leader. Gratuitor shall also procure and maintain comprehensive liability insurance in such coverage amounts as Leader may demand as additional liability insurance in such liability insurance policies. Additionally, Gratuitor shall maintain other insurance, including but not limited to hazard, business interruptions, interruption of service, property damage, and liability insurance, in such form as may be reasonably required. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Leader. Gratuitor shall deliver to Leader certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or discontinued without a minimum of ten (10) days, prior written notice to Leader and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Leader will not be impaired in any way by any act, omission or default of Gratuitor or any other person.

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

**Evidence of Payment.** Grantor shall upon demand, furnish to Lender sufficient evidence of payment of the taxes or assessments and shall authorize the appropriae government official to deliver to Lender at any time a written statement of the taxes and assessments against the property.

**Note of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to Lender in connection with the cost of such improvements.

**Liens.** Lender's claim and will pay the cost of such improvements.

**Costs Exceeding \$10,000.00.** Grantor will upon request of Lender furnish to Lender a advance statements satisfactory to Lender \$10,000.00. Lender could be assessed on account of the work, services, or materials, or the cost exceeds \$10,000.00.

Payments to Trustee shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special assessments, water charges and sewer service charges levied against or on account of the Property, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay all claims for work done on or for services rendered or materials furnished to the Property. Creditors shall make claim for the benefit of the lessee having priority over or equal to the interest of Lessor under this Agreement, except for the lien of taxes and assessments not due, except for the Existing Liabilities referred to above, and except as otherwise provided in the following paragraphs.

by Leander if such exercise is prohibited by record law or by limitations law.

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 by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold or joint tenancy; whether by gift, title or interest therein, whether legal, beneficial or equitable; whether voluntary or involuntary; whether by ownership, leasehold, partnership, proprietorship, joint venture, or other arrangement, or by any other method of conveyance.

DUE ON SALE - CONSENT BY LENDER. Under my opinion, declare immediately due and payable all

prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

**Unexpired Insurance at Sale.** Any unexpired insurance shall insure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**Compliance with Existing Indebtedness.** During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such 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.

**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 Credit Agreement 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 credit line and be apportioned among and be payable with any installment payments to become due during each: (i) the term of any applicable insurance policy or (ii) the remaining term of the Credit Agreement, or (c) be treated as a balloon payment which will be due and payable at the Credit Agreement'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.

**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 attorney's 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

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DEFAULT. Each of the following, at the option of Leader, shall constitute an event of default ("Event of Default") under this Mortgage; (a) Grantee commits fraud or makes a material misrepresentation of any kind in connection with the credit line account. This can include, for example, a false statement about Grantee's income, assets, with the credit line account.

Judgment, decree, order, settlement or compromise relating to the indebtedness or to this Mortgage.

Leader is if this amount ever had been originally received by Leader, and Grantee shall be bound by any evidence, the indebtedness and the Property will continue to secure the amount repaid to the same amount of this Mortgage or of any note or other instrument of agreement may be, notwithstanding any modification of this Mortgage and this shall continue to be effective or shall be repaid, as the case requires, payment of any sum or any indebtedness shall be considered unpaid for the purpose of any of Leader's property, or (c) by reason of any element of composition made by Leader with any reason of any judgment, decree or any court or administrative body having jurisdiction over Leader or by reason of any judgment or decree of state bankruptcy law or law of debtors (d) by reason of any indebtedness and the leader is forced to remit the amounts of that party, on however, payment is made by Grantee, whether voluntarily or otherwise, or by guarantee or by any third party, it is permitted by applicable law, any reasonable termination fee is determined by Leader from time to time. If, statement of the evidencing Leader's security interest in the Rent and the Personal Property. Grantee will pay, if, otherwise, payments all the obligations imposed upon Grantee under this Mortgage, Leader shall execute and deliver to Grantee a suitable substitution of this Mortgage and suitable statements of termination of any financing indebtedness and the leader is forced to remit the amounts of that party.

FULL PERFORMANCE. If Grantee pays all the indebtedness when due, terminates the credit line account, and

accomplish the matters referred to in the preceding paragraph.

Attorney-in-fact, if Grantee fails to do any of the things referred to in the preceding paragraph, Leader may

do so far and in the name of Grantee and its attorney-in-fact for the purpose of making, executing,

improving, recording, and doing all other things as may be necessary or desirable, in Leader's sole opinion, to

execute, record, file, and record the Relaxed Document, or by Grantee. Unless prohibited by law or

Mortgage on the Property, whether now owned or hereafter acquired by Grantee. Leader shall reimburse Leader for all costs and expenses incurred in connection with the conveyance by Grantee to the credit line account, this Mortgage, and the Relaxed Document, and (b) the losses and warranty interests created by this Agreement, documents, certificates, or proceedings (a) the sole option of Grantee, be necessary or desirable

in order to effectuate, complete, perfect, continue, or terminate any of Leader's rights under the Credit

agreement, certificate, or proceeding, and other documents as may, in the sole option of Leader, be necessary or desirable

to secure, execute, agree to, and deliver to Grantee, including statements, continuations, instruments of further

security deeds, and places as Leader may deem appropriate, all, and all such mortgages, deeds of trust,

and in such offices and places as Leader may record, or record, as the case may be, at such times

required by Leader, cause to be filed, recorded, refiled, or recorded, or to Leader's designee, and when

and deliver, or will cause to be made, executed or delivered, to Leader or to Leader's designee, and when

further Assurances. At any time, and from time to time, upon request of Leader, Grantee will make, execute

and perform all the obligations imposed upon Grantee under this Mortgage.

ATTORNEY-IN-FACT. The following provisions relating to further assurances and

addressees. The mailing addresses of Grantee, (either) and Leader (secured party), from which information

concerning the security interests granted by this Mortgage may be obtained (each as required by the Uniform

Commercial Code), are as stated on the first page of this Mortgage.

After receipt of written demand from Leader

at a place reasonably convenient to Grantee, and Leader and make it available to Leader within three (3) days

of mailing this security interest. Upon default, Grantee shall assemble the Personal Property in a manner and

convenient to Leader and make it available to Leader for all expenses incurred in perfecting or

Mortgage as a financing statement, and Leader shall reimburse Leader for all expenses of perfecting or

times and without further notice, or from Grantee, the executed documents, copies of records, Leader may, at any

Personal Property. In addition to recording this Mortgage in the real property records, Leader and

holder section is requested by Leader to perfect and continue Leader's security interest in the Rights and

Security Interest. Upon request by Leader, Grantee shall execute financing statements and take whatever

action necessary to perfect this Mortgage.

Security interest shall constitute a security agreement to the extent any of the Property under

co-ownership, fixtures, or other personal property, and Leader shall have all of the rights of a secured party under

Securities Act, et al. This instrument shall constitute a security agreement to the extent any of the Property under

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MORTGAGE  
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liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

**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 Credit Agreement 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 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 Credit Agreement. 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 (unless otherwise required by law), and shall be effective when actually delivered, or when deposited with a nationally

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Agreement and herein or by action to enforce the personal liability of any Creditor.

lendered, by the parties to the Agreement of the lien created by this Mortgage in the manner provided in the Credit  
Lender to the Property and to other terms of the Credit Agreement and the party or parties to the Credit Agreement shall  
concerned, the legal holder of the Credit Agreement and the owner of any interest in the Credit Agreement and  
claiming any right or security under this Mortgage, and that so far as Creditor and his successors personally are  
holders, all such liability, if any, being expressly waived by Lender and by every person now or hereafter  
Mortgagee, or to perform any covenant, undertaking, or agreement, either express or implied, contained in this  
to pay the Creditor or in the Credit Agreement or for the purpose of building Creditor personally  
Mortgages or in the Credit Agreement any liability on the part of Creditor personally  
agreements by Creditor or in any other indentures, covenants, undertakings, payments, cover-ups, and  
deem made and intended not as personal warranties, indemnities, representations, warranties, and  
representations, cover-ups, undertakings, and agreements each and every one of  
made in this Mortgage on the part of Creditor, while in form purporting to be the warrants,  
herein, each and all of the warrants, indemnities, representations, and agreements  
and agreed that with the exception of the foregoing warranty, notwithstanding any language to the contrary  
thereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood  
in the exercise of the power and authority conferred upon it as such Trustee, (and Creditor  
in the exercise of the power is executed by Creditor, not personally but as Trustee), as provided above  
GRANTOR'S LIABILITY. This Mortgage is executed by Creditor, not personally but as Trustee, as provided above  
instruments where such contract is required.

the granting of such consent by Lender in any event shall not constitute continuity, except to subsequent  
Grantor's obligations to any future transactions. Whenever consent by Lender is obtained in this Mortgage,  
Grantor's obligation between Lender and Creditor, shall constitute a waiver of any of Lender's rights or  
course of dealing between Lender and Creditor, shall constitute a waiver of any other provision, nor any  
to demand strict compliance with this Mortgage shall not constitute a waiver of or otherwise the party's right  
any party of a provision of this Mortgage shall not constitute a waiver of any other right. A waiver by  
part of Lender in exercising any right shall operate as a waiver of such right or any other right. No delay or omission on the  
Waivers and Covenants. 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  
Waiver of Homestead Exemption. Creditor hereby releases and waives all rights and benefits of the  
homestead exemption laws of the State of Illinois to all liens created by this Mortgage.

Waiver of the Escrow. This is of the essence in the performance of this Mortgage.

Successors and Assigns. Subject to the limitation set forth in this Mortgage on transfer of Creditor'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 Creditor, Lender, without notice to Creditor,  
may deal with Creditor's successors with reference to this Mortgage and without notice to Creditor,  
for bona fide extension without releasing Creditor from the obligation of this Mortgage under the  
liabilities.

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 this provision invalid or  
deemed to be modified to be within the limits of enforceability of 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.

Merge. There shall be no merger of the interest of each created by this Mortgage with any other interest or  
entity in the Property at any time held by or for the benefit of Lender in any capacity, without the written  
use of to merge or affect the provisions of this Mortgage.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be  
implied.

Applicable Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of  
Illinois.

Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or  
agreement of the parties as to the manner set forth in this Mortgage. No alteration of or amendment to this  
Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and  
bound by the alteration or amendment.

Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or  
agreement of the parties as to the manner set forth in this Mortgage. No alteration of or amendment to this  
Mortgage shall be effective from the holder of any notice over this Mortgage shall be sent to Lender's address, as  
other parties, specifically the person which has priority over this Mortgage shall be sent to Lender's address, as  
Mortgage. Any party may change its address for notices of the notice is to change the party's address. All copies of notices of  
classes, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this  
recognition over the signature of the parties for notices under this Mortgage by giving formal written notice to the  
Mortgage, together with the address for notices of the notice is to change the party's address. All copies of notices of  
Mortgage shall be effective when deposited in the United States mail for  
MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

shown near the beginning of this Mortgage. For notice purposes, Creditor agrees to keep Lender informed of all  
changes of Creditor's current address.

from the beginning of any notice over this Mortgage. No alteration of or amendment to this  
Mortgage shall be effective from the holder of any notice over this Mortgage shall be sent to Lender's address, as  
other parties, specifically the person which has priority over this Mortgage shall be sent to Lender's address, as  
Mortgage. Any party may change its address for notices of the notice is to change the party's address. All copies of notices of  
classes, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this  
recognition over the signature of the parties for notices under this Mortgage by giving formal written notice to the  
Mortgage, together with the address for notices of the notice is to change the party's address. All copies of notices of  
Mortgage shall be effective when deposited in the United States mail for  
MORTGAGE

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MORTGAGE  
(Continued)

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MARY WHITEHEAD ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS MORTGAGE AS TRUSTEE AS PROVIDED ABOVE.

GRANTOR:

X

*Mary L Whitehead*

MARY WHITEHEAD, as Trustee for MARY L. WHITEHEAD DECLARATION OF TRUST

## WAIVER OF HOMESTEAD EXEMPTION

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

X

*Mary L Whitehead*

MARY WHITEHEAD

## WAIVER OF HOMESTEAD EXEMPTION

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

X

*Craig Whitehead*

CRAIG WHITEHEAD

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My Commission Expires 10/24/99  
Notary Public, State of Illinois  
MARY G. MCGUILLEN  
"OFFICIAL SEAL"

My commission expires 10/24/99

Notary Public in and for the State of IL

By Mary G. McGuillen Residing at 333 N. Nuttall Street - Down

Given under my hand and official seal this 24 day of April, 1998.

On this day before me, the undersigned Notary Public, personally appeared MARY WHITFIELD, to me known to be the individual described in and who executed the Waiver of Homestead Exemption as his or her free and voluntary act and deed, for the uses and purposes herein mentioned.

COUNTY OF LAKE

(ss)

STATE OF IL

## INDIVIDUAL ACKNOWLEDGMENT

My Commission Expires 10/24/99  
Notary Public, State of Illinois  
MARY G. MCGUILLEN  
"OFFICIAL SEAL"

My commission expires 10/24/99

By Mary G. McGuillen Residing at 333 N. Nuttall Street - Down

Given under my hand and official seal this 24 day of April, 1998.

Afforesee as his or her free and voluntary act and deed, for the uses and purposes herein mentioned.

On this day before me, the undersigned Notary Public, personally appeared MARY WHITFIELD, to me known to be the individual described in and who executed the mortgage, and acknowledged that he or she signed the

COUNTY OF LAKE

(ss)

STATE OF IL

## INDIVIDUAL ACKNOWLEDGMENT

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Loan No 24686

MORTGAGE  
(Continued)

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## INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)  
) ss

COUNTY OF LAKE)

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

Given under my hand and official seal this 24 day of APR, 1998.

By Mary G. McQuillen Residing at 333 N Northwest Hwy - Barr

Notary Public in and for the State of IL

My commission expires 10/24/99

"OFFICIAL SEAL"  
MARY G. MCQUILLENN  
Notary Public, State of Illinois  
My Commission Expires 10/24/99

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)  
) ss

COUNTY OF LAKE)

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

Given under my hand and official seal this 24 day of APR, 1998.

By Mary G. McQuillen Residing at 333 N Northwest Hwy - Barr

Notary Public in and for the State of IL

My commission expires 10/24/99

"OFFICIAL SEAL"  
MARY G. MCQUILLENN  
Notary Public, State of Illinois  
My Commission Expires 10/24/99

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[IL-G03 E3.24 125281.LN L3.OVL]

Given under my hand and affixed seal this 24 day of APR, 1998.

For the individual described in and who executed the Waiver of Homeestead Exemption as his or her free and voluntary act and deed, for the uses and purposes herein mentioned.

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

Notary Public in and for the State of IL  
My commission expires 10/24/99  
MARRY G. McQUILLIN  
"OFFICIAL SEAL"

My Commission Expires 10/24/99  
NOTARY PUBLIC, STATE OF ILLINOIS  
MCQUILLIN, MARY G.

COUNTY OF LAKE

(ss)

( )

STATE OF IL

## INDIVIDUAL ACKNOWLEDGMENT

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