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Mailed to:  
HOWARD L. WARD  
8836 SOUTH ASHLAND AVENUE  
CHICAGO, ILLINOIS 60620

4266/0033 16 001 Page 1 of 10  
1999-04-08 14:20:13  
Cook County Recorder 39.50



99339772

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MORTGAGE AND SECURITY AGREEMENT  
THIS INDEBTEDNESS IS A SECOND MORTGAGE

P.W.  
Jpw  
THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage") is made and effective as of March 25, 1999, by and between PHYLLIS WHITE and JOHN WHITE, her husband, ("Mortgagors") and LEROY M. GRUMBACH and DAWN M. GRUMBACH, his wife, ("Mortgagees") with reference to the following facts:

A. Concurrently with the execution and delivery hereof, the Mortgagors have made and delivered to the Mortgagee an Installment Note ("Note") dated March 25, 1999, in the original principal amount of FIVE THOUSAND FIVE HUNDRED FIFTY (\$5,550.00) Dollars.

B. Mortgagors and the Mortgagees desire and intend that the Mortgagors' covenants and obligations, whether contained in the Note, this Mortgage, or any other document or agreement given as security for, or in connection with the Note executed and delivered in favor of Mortgagee, be secured by, along with other things, this Mortgage.

NOW THEREFORE, to secure the payment of the principal and interest and other sums due pursuant to the Note, and the payment of any and all other indebtedness of the Mortgagors to the Mortgagee, of whatever nature, whether direct or indirect, contingent or fixed, joint or several, whether incurred heretofore, herewith, or hereafter, and to secure the performance and observance by the Mortgagors of each and every term, covenant, agreement, and condition contained herein, in the Note, the other Loan Documents, and in all other agreements between the Mortgagors and the Mortgagee, whether now or at any time hereafter existing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Mortgagors, the Mortgagors does hereby grant, assign, alien, release, remise, transfer, mortgage, convey, pledge and grant a security interest

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to, and warranty and confirm unto the Mortgagee, its successors and assigns, forever, all and singular the following described properties (collectively, the "Premises"), to-wit:

THE WEST 12-1/2 FEET OF LOT 2 AND ALL OF LOT 3 AND THE EAST 2.50 FEET OF LOT 4 IN BLOCK 4 IN CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION OF THAT PART OF THE SOUTHEAST ¼ OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST AND NORTH OF THE RAILROAD, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1419 EAST 91<sup>ST</sup> STREET  
CHICAGO, ILLINOIS 60619  
PIN.:25-02-402-018 VOL. 282

(a) Together with any and all easements, rights-of-way, licenses, privileges, and appurtenances thereto and any and all other real property which may at any time hereafter be conveyed by the Mortgagors to the Mortgagee as security for the Note, may hereinafter be referred to as the "Land:");

(b) All right, title, and interest of the Mortgagors, now or at any time herein after existing, in and to all highways, roads, streets, alleys, and other public rights of way and thoroughfares, bordering on or adjacent to the Land, together with all right, title, and interest of the Mortgagors in and to the Land lying within such highways, roads, streets, alleys, and other public thoroughfares, and all heretofore or hereafter vacated highways, roads, streets, alleys, and public thoroughfares, and all strips and gores adjoining or lying within the Land or any part thereof;

(c) All building, structures, improvements, railroad spur tracks and sidings, plants, works, and fixtures now, or at any time hereafter, installed in or located on any portion of the Land and, all extensions, additions, betterments, substitutions, and replacements thereof;

(d) All improvements of every kind and description now or hereafter erected or placed on the Land.

TO HAVE AND TO HOLD all the Premises hereby conveyed and assigned, or intended or entitled so to be, unto the Mortgagee, its successors and assigns, forever. Without limitation of the foregoing, the Mortgagors hereby further grants unto the Mortgagee, pursuant to the provisions of the Uniform Commercial Code as in effect in the State of Illinois, a security interest, as more fully described herein, in all of the above-described property, which property includes, but is not limited to, goods which are or are to become fixtures.

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PROVIDED ALWAYS and upon the express condition that, if all of the principal and interest and all other amounts due and payable under and pursuant to the Note shall be paid and discharged in accordance with the terms and conditions therein contained, and if all other agreements and obligations of the Mortgagors under the Note, this Mortgage, the other Loan Documents, and all other agreements between the Mortgagors and the Mortgagee, whether now or at any time hereafter existing, shall be discharged in accordance with the terms and conditions therein and herein expressed, then, except to the extent expressly set forth herein, these presents shall become void, otherwise this Mortgage shall remain in full force and effect.

The Mortgagors do hereby further covenant, agree, represent and warrant to and for the benefit of the Mortgagee, its successors and assigns, as follows:

1. Payment of Principal, Interest, Etc. The Mortgagors shall promptly pay when due the principal, interest and all other amounts which may be due and payable under and pursuant to the Note, this Mortgage, the other Loan Documents and all other agreements between the Mortgagors and the Mortgagee whether now or at any time hereafter existing, and perform and observe each and every term covenant, and agreement therein contained. The Mortgagors herein agree to pay the sum of FIVE THOUSAND FIVE HUNDRED FIFTY (\$5,550.00) Dollars or more at the rate of \$62.92 per month with interest at the rate of 7% per annum. This loan is amortized over a term of (180) months (15 years). The first payment shall be due on April 25, 1999, with the final payment being due on March 25, 2014.

2. Prepayment. The Mortgagors shall have the privilege of making prepayments on the principal of the Note without penalty, and all such prepayments shall be applied in inverse order of maturity, all in accordance with the terms and conditions set forth in the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by the Mortgagee under the Note, this Mortgage or any other Loan Document shall be applied by the Mortgagee in the following order of priority:

3.1. First, for the payment of any Property Charges, as that term is hereinafter defined, whether such payment is to be made to the Mortgagee or directly to the governmental entity or vendor entitled to such payment;

3.2. Second, for the reimbursement of any advances, expenditures or other expenses incurred by the Mortgagee and which are secured hereby, whether voluntarily or involuntarily made, together with any interest thereon;

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3.3. Third, in the inverse order of maturity, for interest, late charges, and default rate interest payable under the Note;

3.4. Fourth, for any principal due and payable under the Note; and

3.5. Fifth, for any other sums evidenced by the Note or other Loan Documents and secured by this Mortgage, together with interest thereon in such order as the Mortgagee may determine.

4. Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, Etc. Mortgagors shall: (a) promptly and in a good and workmanlike manner, repair, restore or rebuild any buildings or improvements now or hereafter on the Land which may become damaged or destroyed; (b) keep the Premises in good condition and repair, without waste, and free from mechanics' liens and other liens or claims of lien of any kind or nature whatsoever; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises and, upon request, exhibit satisfactory evidence to the Mortgagee of the discharge of any such lien; (d) complete within a reasonable time, and in a good and workmanlike manner, any building or buildings now or at any time in process of erection or renovation upon the Land; (e) comply with all requirements of law, municipal ordinances, or covenants, conditions and restrictions and other agreements and encumbrances of record with respect to the Premises and the use thereof; (f) make, suffer or permit no material alterations of the Premises, including alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment, now or hereafter located upon the Land or comprising the Premises, except as required by law or municipal ordinance or as expressly permitted in this Mortgage; (g) not suffer or permit any change in the general nature of the occupancy or use of the Premises; (h) not initiate or acquiesce in any zoning reclassification relating to the Premises; (i) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note; (j) not suffer or permit any unlawful use of or any nuisance to exist upon the Premises; (k) not diminish or impair the value of the Premises or the security intended to be effected by virtue of this Mortgage or any other Loan Document by any act or omission to act; (l) appear in and defend any legal proceeding which in the opinion of the Mortgagee affects its security hereunder, and pay all costs, expenses and attorneys' fees incurred or paid by the Mortgagee in any proceeding in which the Mortgagee may participate in any capacity by reason of the Note, this Mortgage, or any other Loan Document, or the interest in the Premises granted hereby; (m) not suffer or permit any sale, assignment or transfer of any right, title or interest in and to all or any part of the improvements, apparatus, fixtures or equipment which may be found in or upon the

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Premises; and (n) not take or permit to be taken any action which might invalidate any insurance relating to the Premises, all except as may otherwise be approved by the Mortgagee in writing or expressly allowed pursuant to the terms and provisions of this Mortgage or any other Loan Document.

## 5. Sale or Transfer of Premises or Interest Therein.

Mortgagors agree that the Mortgagee may declare the whole of the principal sum hereby secured, together with all accrued and unpaid interest and all other amounts due to the Mortgagee pursuant to the Note, this Mortgage and the other Loan Documents to be immediately due and payable, without notice or demand to the Mortgagors, and resort to the remedies available to the Mortgagee pursuant to any one or more of this Mortgage, the Note, the other Loan Documents and applicable law, if:

5.1 The Mortgagors shall convey title to, or otherwise suffer or permit any equitable or beneficial interest in the Premises to become vested in any one or more persons and entities other than the Mortgagors or the present beneficiary of the Mortgagors;

6. Payment of Taxes, Etc. Mortgagors shall pay when due, and before any interest or penalty accrues thereon, all general real estate taxes, special real estate taxes, special assessments, other governmental or public charges relating to the Premises, all encumbrances, ground rents, liens and/or other charges, including interest thereon, which appear to be prior, superior, or on parity with the lien of this Mortgage, and all charges for utilities or services, including, but not limited to electricity, gas, sewer and water, and all premiums for all insurance required by this Mortgage or any other Loan Document. If the property is entitled to exemption from real property taxes, the Mortgagors shall maintain said exemption.

7. Insurance. Mortgagors shall, at their sole cost and expense, maintain the following insurance in full force and effect Physical hazard insurance covering the Premises in an amount equal to the purchase price of the property; and Comprehensive general liability insurance covering the Mortgagors against all liability for personal injury or property damage, in an amount not less than Three Hundred Thousand (\$300,000.00) Dollars. Mortgagors shall name Mortgagees as additional loss payees on said insurance.

8. Protection of Security. The Mortgagors covenant and agree to appear in and defend any action or proceeding purporting to effect the security of this Mortgage or any additional or other security for the obligations secured hereby, the interest of the Mortgagee or the rights, powers or duties of the Mortgagee hereunder; and to pay all costs and expenses, including the costs of abstracts or other evidence of title and attorneys' fees and court costs relating to any action or proceeding in which the



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Mortgagee may appear or be made a party, including, but not limited to, a foreclosure or other proceeding commenced by those claiming a right to the Premises, or any part thereof, or other security for this Mortgage under any lien, whether such lien be prior or superior to the lien of this Mortgage and in any action or proceeding to partition or condemn all or part of the Premises, whether or not pursued to a final judgment.

9. Mortgagee's Right To Act. If the Mortgagors fail to perform any covenant or agreement contained in any one or more of the Note, this Mortgage, and any other Loan Document, or to pay any claim, lien or encumbrance which shall be a prior lien to the lien of this Mortgage, or to pay, when due, any tax or assessment, or the premium for any insurance required hereby, or to keep the Premises in repair, as aforesaid, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgagors or Mortgagee, the Premises or the title thereto, including, by way of illustration and not limitation, any eminent domain, insolvency, code enforcement, or proceeding under the Bankruptcy Code of the United States, then the Mortgagee, at its option, may, but shall not be required to, make full or partial payment of any such claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may purchase, discharge, compromise or settle any tax lien or other prior lien or interest or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment, procure such abstracts or other evidence of title as it deems necessary, make such repairs and take such steps as it deems advisable to prevent or cure such waste, and appear in any such action or proceeding and retain counsel to advise it with respect to such matter or to appear therein, and take such action with respect thereto as the Mortgagee, in its sole and unfettered discretion, deems advisable, and for any of such purpose the Mortgagee may advance such sums of money as it, in its sole and unfettered discretion, deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium, and of the amount necessary to be paid in satisfaction thereof. Mortgagors will pay to the Mortgagee, immediately and without demand, all sums of money advanced by the Mortgagee pursuant to this paragraph, and any costs or expenses, including, without limitation, attorneys' fees and court costs, that the Mortgagee may have incurred or paid in connection therewith, and any other moneys advanced by the Mortgagee to protect the Premises and the lien hereof, and all such sums, together with interest thereon at the effective rate of interest set forth in the Note, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable, without notice or demand.

10. Foreclosure; Expense of Litigation. When the indebtedness hereby secured, or any part thereof, shall become due, whether by maturity, acceleration or otherwise, the Mortgagee shall

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have the right to foreclose the lien hereof and to enforce the other rights and remedies available to it pursuant to this Mortgage, any other Loan Document or applicable law. The indebtedness secured hereby, shall include, and in any such suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree which adjudicates the amount due under the Note and secured by this Mortgage, all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee (which may be estimated as to items to be expended after entry of the decree) for attorneys' fees, appraisers' fees, costs of documentary evidence, fees of expert witnesses, stenographers' charges, publication costs, and costs of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as the Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree, the condition of the title to or the value of the Premises. Further, all such amounts whether incurred or paid by the Mortgagee before or after any decree or judgment of foreclosure, together with all other advances, disbursements and expenditures made by the Mortgagee under this Mortgage before or after any judgment of foreclosure, shall be so much additional indebtedness secured by this Mortgage and shall be included in the amount required to redeem from any such foreclosure.

11. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, to the payment of all costs and expenses incident to the foreclosure proceedings, including all such costs and expenses described above; second, to the payment of all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as set forth in the Note; third, to the payment of all principal and interest and other amounts remaining unpaid on the Note or other Loan Documents; fourth, any overage to the Mortgagors, his successors or assigns, as their rights may appear.

12. Compliance with Illinois Mortgage Foreclosure Law. In addition to any provision of this Mortgage, the Mortgagee shall have the rights provide by the Illinois Mortgage Foreclosure Law, as such law may be amended from time to time.

13. Forbearance Not Waiver. Any forbearance by the Mortgagee in exercising any right or remedy hereunder, or otherwise afforded to the Mortgagee by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy by the Mortgagee. The acceptance by the Mortgagee of any performance or the payment of any sum secured by this Mortgage after the due date of such payment or performance shall not be a waiver of the Mortgagee's right to either require prompt payment or performance

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when due of all other sum or performance so secured or to declare a default for the failure of the Mortgagors to make prompt payment or performance. Furthermore, the Mortgagors agree that no act or omission on the part of the Mortgagee, including by way of illustration and not limitation, any lack of diligence on the part of Mortgage in enforcing its rights under any Loan Document, shall in any way impair the security interest and lien granted by this Mortgage. Any waiver by the Mortgagee or any default hereunder shall not be effective unless such waiver is made in writing and signed by the Mortgagee, and, in any event, shall not constitute a waiver of any similar or other default.

14. Election of Security. The Mortgagors covenant and agree that if the Mortgagee, at any time, holds any additional security for any of the obligations secured hereby, the Mortgagee may enforce the terms of any agreements relating thereto, or otherwise realize upon such additional security, at its election which may be exercised in its sole and unfettered discretion, either prior to or concurrently therewith, or after a foreclosure sale is made hereunder. Further, the Mortgagee may apply the proceeds of any such sale or enforcement upon the indebtedness secured hereby, in the order set forth herein, without affecting the status of or waiving any right to exhaust all or any other security, including the security hereby granted, and without waiving any breach or default or any right or power whether exercised hereunder or contained herein or in any other Loan Document.

15. Cumulative Remedies. No remedy hereby granted or reserved to the Mortgagee is intended to be exclusive of any other remedy conferred herein or permitted under the terms of any other Loan Document or applicable law, but each shall be cumulative and shall be in addition to every other remedy given hereunder or pursuant to any other Loan Agreement, or which may now or hereafter exist at law or in equity. Every power or remedy provided for hereunder, pursuant to any other Loan Document, or pursuant to applicable law, may be exercised concurrently or independently from time to time, and as often as may be deemed expedient to the Mortgagee.

16. Release. Upon the payment and discharge of all indebtedness secured hereby and pursuant to the terms of any other Loan Document, the Mortgagee shall execute and deliver a release of the lien of this Mortgage and the Mortgagors shall be solely responsible for any recording or release fee charged by the Cook County Recorder of Deeds.

17. Amendment. This Mortgage may not be amended, changed, modified or terminated, except by written instrument executed by the Mortgagors and the Mortgagee.

18. Severability. If any term, covenant or condition of this Mortgage or the application thereof to any person, entity or



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circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Mortgage, or the application of such terms covenants, or conditions to persons, entities, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each and every other term covenant or condition of this Mortgage shall be valid and be enforceable to the fullest extent permitted by law.

19. Construction. The language in all parts of the Mortgage shall be in all cases construed simply according to its fair meaning, and not strictly for or against any party. All words used herein in the singular number shall extend to and include the plural number. All words used herein in the plural number shall extend to and include the singular number. All words used in any gender, male, female or neuter, shall extend to and include all genders as may be applicable in an particular context. Captions and headings contained in this Mortgage are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Mortgage or the intent of any provision of this Mortgage.

20. Incorporation of Recitals and Exhibits. The recitals set forth at the beginning of this Mortgage and the exhibits attached hereto are hereby incorporated into and expressly made a part of this Mortgage.

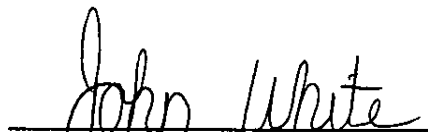
21. Governing Law. This Mortgage shall be governed and be construed in accordance with the laws of the State of Illinois.

22. Parties Not Partners. Nothing contained in the Note, this Mortgage or any other Loan Document shall constitute the Mortgagee, or any of its administrators, successors, or assigns, as partner with, or agents for, or principals of, the Mortgagors or any of its successors or assigns.

IN WITNESS WHEREOF, the parties have caused their signatures to be affixed on the day and year first above written.

ATTEST:

  
\_\_\_\_\_  
PHYLLIS WHITE

  
\_\_\_\_\_  
JOHN WHITE

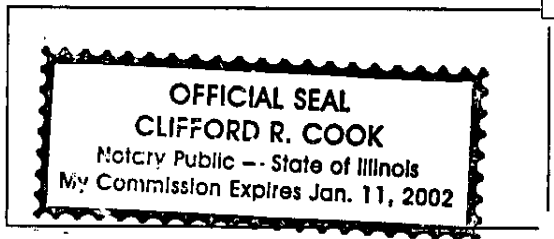
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STATE OF ILLINOIS    )  
                                  ) SS.  
COUNTY OF C O O K    )

I, the undersigned, A Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY, that PHYLLIS WHITE and JOHN WHITE, her husband, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal  
this 25 day of March, 1999.

  
Notary Public



This Instrument Prepared By:  
Howard L. Ward  
Attorney At Law  
8836 South Ashland Avenue  
Chicago, Illinois 60620  
773-779-3475