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DEFINITIONS. The following words shall have the following meanings when used in this Mortgage... The word "Grantor" means FRANK J CELLA and BARBARA J CELLA. The Grantor is the mortgagee under this Mortgage... The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents... The word "Personal Property" means all equipment, fixtures, and other articles of personal property owned by Grantor, now or hereafter attached or affixed to the Real Property, together with all accessories, parts, and additions to, all replacements of, and all substitutions for, any of such property, and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Grant or 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 Real Property and Rents.

The Real Property or its address is currently known as 208 S MAPLE ST, MOUNT PROSPECT, IL 60056. The Real Property tax identification number is 08-13-108-014.

1989, AS DOCUMENT NUMBER 1933728. REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JULY SIXTEEN (16) IN OWNER'S SUBDIVISION OF SECTION 13, TOWNSHIP 41 NORTH, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID COUNTRY CLUB TERRACE 2ND ADDITION

GRANT OF MORTGAGE. For full and complete 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 to be erected buildings, improvements and fixtures, all easements, rights of way, and appurtenances, all water, water rights, watercourses and ditch rights (including stock in water, ditch or irrigation rights), and all other rights, royalties, and profits relating to the real property, including without limitation all mineral, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property");

THIS MORTGAGE IS DATED MAY 8, 1989, between FRANK J CELLA and BARBARA J CELLA, whose address is 208 S MAPLE ST, MOUNT PROSPECT, IL 60056 (referred to below as "Grantor"); and Marine Bank Chicago, whose address is 208 S. LaSalle Street, Chicago, IL 60604 (referred to below as "Lender").

NOTE IDENTIFIED

MORTGAGE

SPACE ABOVE THIS LINE IS FOR RECORDEE'S USE ONLY

RECORDATION REQUESTED BY: Mr. Joe Bank Chicago, 208 S. LaSalle Street, Chicago, IL 60604. WHEN RECORDED MAIL TO: Mr. Joe Bank Chicago, 321 S. LaSalle Street, Chicago, IL 60604. SEND TAX NOTICES TO: Marine Bank Chicago, 208 S. LaSalle Street, Chicago, IL 60604.

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MORTGAGE (Continued)

agreements, guaranties, security agreements, mortgages, deeds of trust, and all other documents, whether now or hereafter existing, secured in connection with Grantor's indebtedness to Lender.

Grantor. The word "Grantor" means all rents, revenues, income, issues, leases, and profits from the Property.

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 GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in the Mortgage, Grantor shall pay to Lender all amounts secured by the Mortgage as they become due, and shall strictly perform all of Grantor's obligations under the Mortgage.

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

Grantor and Lender. Lender in default, Grantor may remain in possession and control of and operate and manage the Property and collect the proceeds from the Property.

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

The terms "hazardous waste," "hazardous substance," "deposal," "release," and "treated release," as used in the 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. 99-469 (SARA), the Hazardous Waste Transportation Act of 1981, et seq., the Resource Conservation and Recovery Act, 40 U.S.C. Section 5001, et seq., or other applicable state or Federal law, rule, or regulation adopted pursuant to any of the foregoing. 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, or about 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, or any hazardous waste or substance by any person on, under, or about the Property; or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters;

(c) Except as previously disclosed 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, or about the Property and (ii) any such use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance 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. Grantor hereby (a) releases and waives any 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 incur resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, treatment, disposal, release, or threatened release occurring on or to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The Grantor, in this section of the Mortgage, including the obligation to indemnify or not the same was or should have been known to Grantor. The Grantor, in this section of the Mortgage, including the obligation to indemnify or not the same was or should have been known to Grantor. The Grantor, in this section of the Mortgage, including the obligation to indemnify or not the same was or should have been known to Grantor.

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 of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith in any such law, ordinance, or regulation and without compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and is acting in good faith.

Priority to Preserve. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those 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 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 shall include the conveyance of real property by any right, title or interest therein, whether legal or equitable, whether voluntary or involuntary, whether by contract, deed, assignment, lease, mortgage, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or any other method of conveyance, as of real property interest. If any Grantor is a corporation or partnership, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if exercised by federal law or by Illinois law.

Yields and Liens. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due and in full (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or claimed to be rendered against or on account of the Property. Grantor shall maintain the Property free of all liens having priority or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments, which not die, except for the prior indebtedness referred to below, and except for other liens provided for in writing by Grantor.

Right to Counsel. Grantor may, without the written consent of Lender, retain a law firm of Grantor's choice to represent Grantor in connection with this Mortgage. Grantor shall pay the reasonable and necessary costs of such legal representation, including the obligation to pay, so long as Lender's mortgage is not opposed by a third party, as a condition of its payment. Grantor shall within fifteen

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Notwithstanding to whom the mortgage is assigned, the mortgagee shall be deemed to have notice of all matters affecting the property...

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage.

Notices to Grantor and Other Parties. Any notice under this Mortgage, including without limitation any notice of default and any notice of foreclosure...

Attorney's Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover...

Waiver 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 right to demand strict compliance with that provision or any other provision of this Mortgage...

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.

Judicial Foreclosure. Lender may obtain a judicial order for foreclosure of the mortgage interest in all or any part of the Property...

Mortgages. 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...

Collect Rent. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the rents, including amounts paid on behalf of Grantor...

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.

Applicable Law. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable...

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...

Existing Indebtedness. Details of Grantor under any prior obligation or under any instrument on the Property securing any prior obligation, or any other indebtedness...

Remedy or a surety bond for the claim satisfactory to Lender.

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