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RECORDATION REQUESTED BY:

First American Bank of Kane County
218 West Main Street
West Dundee, IL 60118

3816120 1 2 0

WHEN RECORDED MAIL TO:

First American Bank of Kane County
218 West Main Street
West Dundee, IL 60118

SEND TAX NOTICES TO:

T.I.M. Zahur Hossain and Sadika Hossain
14 Upper Pond
South Barrington, IL 60010

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED JULY 28, 1989, between T.I.M. Zahur Hossain and Sadika Hossain, married to each other as joint tenants, whose address is 14 Upper Pond, South Barrington, IL 60010 (referred to below as "Grantor"); and First American Bank of Kane County, whose address is 218 West Main Street, West Dundee, IL 60118 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property"):

LOT 87 IN THE COVES OF SOUTH BARRINGTON UNIT TWO, BEING A SUBDIVISION IN SECTIONS 26 AND 27, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON OCTOBER 15, 1969, AS DOCUMENT NUMBER 2476163.

The Real Property or its address is commonly known as 14 Upper Pond, South Barrington, IL 60010. The Real Property tax identification number is 01-27-201-008.

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:

Credit Agreement. The word "Credit Agreement" means the revolving line of credit agreement dated July 28, 1989, between Lender and Grantor with a credit limit of \$200,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the credit agreement. The interest rate under the revolving line of credit is a variable interest rate based upon an Index. The Index currently is 11.000% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 2.000 percentage points above the Index for balances of \$24,999.99 and under, at a rate 1.000 percentage points above the Index for balances of \$25,000.00 to \$49,999.99, and at a rate equal to the Index for balances of \$50,000.00 and above, subject however to the following maximum rate. Under no circumstances shall the interest rate be more than the lesser of 18.000% per annum or the maximum rate allowed by applicable law. The maturity date of this Mortgage is July 28, 1994.

Grantor. The word "Grantor" means T.I.M. Zahur Hossain and Sadika Hossain. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation all guarantors, sureties, and accommodation parties.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, fixtures, additions and similar construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge 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. Specifically, without limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance.

Lender. This word "Lender" means First American Bank of Kane County, its successors or assigns. The Lender is the mortgagee under this Mortgage.

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.

Personal Property. 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 accessions, 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.

Property. The word "Property" means collectively the Real Property and the Personal Property.

3816120-1-2-0

RECORDED

BY THE RECORDER OF DEEDS
OF COOK COUNTY, ILLINOIS
ON JULY 28, 1989
E 2106066

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Payment. Grantor shall pay when due (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 material furnished to the Property. Grantor shall maintain the Property and all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, except for the prior indebtedness referred to below, and except as otherwise provided in the following paragraphs.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage. Lender may exercise any or all of the following powers if the exercise is prohibited by federal law or by Illinois law. Lender may exercise 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 a transfer of such stock or partnership interests, as the case may be, of Grantor, by any other means, would result in the loss of control of the Property to any person other than Lender or its permitted transferees. Lender may exercise any or all of the following powers if the exercise is prohibited by federal law or by Illinois law. Lender may exercise 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 a transfer of such stock or partnership interests, as the case may be, of Grantor, by any other means, would result in the loss of control of the Property to any person other than Lender or its permitted transferees. Lender may exercise any or all of the following powers if the exercise is prohibited by federal law or by Illinois law. Lender may exercise 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 a transfer of such stock or partnership interests, as the case may be, of Grantor, by any other means, would result in the loss of control of the Property to any person other than Lender or its permitted transferees.

REMOVE OR ABANDON. Grantor agrees neither to abandon nor to 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. 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. 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.

COMPLIANCE WITH GOVERNMENTAL REGULATIONS. 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 not be in violation of any such law, ordinance, or regulation and shall not be in violation of any such law, ordinance, or regulation. 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 not be in violation of any such law, ordinance, or regulation and shall not be in violation of any such law, ordinance, or regulation. 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 not be in violation of any such law, ordinance, or regulation and shall not be in violation of any such law, ordinance, or regulation.

HAZARDOUS WASTE. Grantor shall not cause, conduct or permit any nuisance, not natural, permit, or striping of or waste on or to the Property, or any portion of the Property. Specifically without limitation, Grantor will not remove, or grant to any other party the right to remove, any timber, mineral, or rock products from the Property, or any portion of the Property, or any other party the right to remove, any timber, mineral, or rock products from the Property, or any portion of the Property. Specifically without limitation, Grantor will not remove, or grant to any other party the right to remove, any timber, mineral, or rock products from the Property, or any portion of the Property, or any other party the right to remove, any timber, mineral, or rock products from the Property, or any portion of the Property.

HAZARDOUS SUBSTANCE. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meaning as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq., CERCLA), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-540 (SARA), the Hazardous Material Transportation Act, 49 U.S.C. Section 1901, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Sections 6901, et seq., or other applicable state or federal laws, rules, or regulations 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, or on behalf of, Grantor or any other person, or about the Property; (b) Grantor does not know, or has no reason to believe that there has been, or is being, or is about to be, any release of or substance by, or on behalf of, Grantor or any other person, or about the Property; (c) Except as previously disclosed to Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, store, treat, manufacture, or otherwise release any hazardous waste or substance on, under, or about 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 as Lender may deem appropriate to determine compliance of the Property with the requirements of the Mortgage. Any inspections or tests made by Lender shall not be for Lender's purposes only and shall not be construed to create any liability or responsibility of Grantor or Lender for hazardous waste, Grantor hereby, (a) releases and warrants contained hereon are based on Grantor's due diligence in investigating the Property for hazardous waste, Grantor hereby, (a) releases and warrants any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such law, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may incur or suffer resulting from a breach of the provisions of the Mortgage or as a consequence of any use, generation, manufacture, storage, treatment, disposal, release or threatened release of or substance by, or on behalf of, Grantor or any other person, or about the Property, including the obligation to indemnify, shall not constitute payment of the indebtedness and the satisfaction and reconveyance of the lien of the Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

POSSESSION AND USE. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rent from the Property. Grantor shall maintain the Property in tenable condition and promptly perform all repairs and maintenance necessary to preserve its value. Grantor shall maintain the Property in tenable condition and promptly perform all repairs and maintenance necessary to preserve its value. Grantor shall maintain the Property in tenable condition and promptly perform all repairs and maintenance necessary to preserve its value. Grantor shall maintain the Property in tenable condition and promptly perform all repairs and maintenance necessary to preserve its value.

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. 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. 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.

ASSIGNMENT OF RIGHTS AND OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS: Grantor shall maintain the Property in tenable condition and promptly perform all repairs and maintenance necessary to preserve its value. Grantor shall maintain the Property in tenable condition and promptly perform all repairs and maintenance necessary to preserve its value. Grantor shall maintain the Property in tenable condition and promptly perform all repairs and maintenance necessary to preserve its value.

REAL PROPERTY. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

RELATED DOCUMENTS. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, facility agreements, mortgages, deeds of trust, and all other documents, whether now or hereafter being, executed in connection with Grantor's indebtedness to Lender. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, facility agreements, mortgages, deeds of trust, and all other documents, whether now or hereafter being, executed in connection with Grantor's indebtedness to Lender.

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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... during any applicable grace period thereon, 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.

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 credit agreement... Existing Lien. The lien of this Mortgage securing the indebtedness may be a secondary and junior to the lien securing payment of an existing obligation to Circular Savings and Loan.

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness are a part of this Mortgage.

Compliance With Law. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

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

Title. Grantor warrants that: (1) 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... EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain existing indebtedness...

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

Maintenance of Insurance. Grantor shall procure and maintain a policy of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property... Unexpired Insurance in Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage...

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

Notice 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 the Property... Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of all taxes or assessments and shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

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

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized... Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$2,000.

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reasonableness of the claim which is the basis of the foreclosure, provide 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 herein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or such Guarantor dies or becomes incompetent or any Guarantor revokes any guaranty of the indebtedness.

Insolvency. Lender reasonably deems itself insecure.

Existing Indebtedness. Default of Grantor under any prior obligation or under any instrument on the Property securing any prior obligation, or commencement of any suit or other action to foreclose any existing lien on the Property.

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 entitled 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 Illinois 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, lessee or other occupant of the Property to make payments of rent or use fees directly to Lender, if the Rents are collected by Lender, then Grantor irrevocably assigns to Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate, collect and apply the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations made, whether or not by proper grounds for the demand existed. Lender may exercise its rights under the subparagraph either in person, by agent, or through a receiver.

Mortgages 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 foreclosures, or to collect the Rents from the Property, and apply the proceeds, over and above the cost of the receiver, against the indebtedness. The mortgages in possession or receiver may (a) without notice to Lender, Lender's right to the appointment of a receiver shall extend to the mortgaged or not the approximate 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. 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 the Mortgage or the Credit Agreement or available at law or in equity.

Waiver of 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 demanded 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 shall not affect Lender's right to declare a default and exercise its remedies 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.

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 such sum as the court may adjudge reasonable as attorney's fees at that bid 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 expenditures until repaid at the Credit Agreement rate. Expenses covered by the paragraph include, without limitation, however, subject to any limitations under applicable law, Lender's attorney's fees and legal expenses whether or not there is a lawsuit, including attorney's 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 the records (including foreclosure reports), surveyor's reports, and appraisal fees, and the insurance, to the extent permitted by applicable law. Grantor shall 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 and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the address shown at the top of page one (1). Any party may change its address for notices under this Mortgage by giving formal written notice to the other party, specifying that the purpose of the notice is to change the party's address. All copies of notices or foreclosures from the holder of any lien which this Mortgage shall be sent to Lender's address, as shown near the top of the first page of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

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

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

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Custom Headings. Custom headings in this Mortgage are for convenience only and are not to be used to interpret or define the provisions of this Mortgage.

07-28-1989

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LAYER PRO (M) INC. 1988 CFI BANKING SERVICES GROUP, INC. ALL RIGHTS RESERVED.

Notary Public in and for the State of Illinois
 By Anne L. Conzo, Notary Public
 My commission expires _____
 Given under my hand and official seal this _____ day of _____ 1989.
 On this day before me, the undersigned Notary Public, personally appeared _____, the undersigned, to me known to be the individual described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as stated and voluntarily and for the uses and purposes therein intended.
 STATE OF Illinois)
 COUNTY OF Kane)
 MARRIED TO EACH OTHER

INDIVIDUAL ACKNOWLEDGMENT

David Sine, Loan Officer
 First American Bank of Kane County
 213 W. Main Street
 W. Dundee, IL 60118
 This Mortgage prepared by: 213 W. Main Street
 W. Dundee, IL 60118

0216120

GRANTOR: _____ x
 _____ x
 _____ x
 _____ x

TERMS.
 EACH GRANTOR ACKNOWLEDGES, HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.
 Waiver and Consent. 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 (key 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 other waiver by Lender, no 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.
 Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption law of the State of Illinois as to all indebtedness secured by this Mortgage.
 Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon Lender, without notice to Grantor, may deal with Grantor's successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, and inured to the benefit of the parties, their successors and assigns. The obligations of the Mortgage shall remain valid and enforceable upon the death of Grantor, and shall be enforceable against all other persons and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.
 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 taken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.
 Multiple Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.
 Merger. There shall be no merger of the interests 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.

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IN DUPLICATE

3816120

3816120

APR 23 1983
SUBLEY GRAVE
REGISTRAR OF DEEDS
CHICAGO, ILL.

Address
Property No.
Subdivision
Block
Lot
Section
Township
Range
County

EQUITY TITLE CO OF ILL.
100 N LA SALLE/SUITE 210
CHICAGO IL 60602
EC/106066

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