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AMERICAN NATIONAL BANK OF LANSING

3115 Ridge Road
Lansing, Illinois 60438

3845426

HOME EQUITY CREDIT LINE MORTGAGE

THIS MORTGAGE (the "Mortgage") is made as of November 18, 1982, between David C. Wagner and Marjorie Wagner, his wife, as joint tenants (the "Mortgagors") and AMERICAN NATIONAL BANK OF LANSING, 3115 Ridge Road, Lansing, Illinois (the "Mortgagee").

ARTICLE I DEFINITIONS

1. Definitions. As used herein, the following terms shall have the following meanings, applicable equally to the singular and plural forms of each term:

(a) **Agreement.** The Agreement and Disclosure for Home Equity Credit Line by and between Mortgagor and Mortgagee, dated as of the same date as this Mortgage. The agreement provides for a floating rate, open end credit line pursuant to which Mortgagee makes Loans, as defined in the Agreement, up to the Credit Limit and Mortgagee retains the Mortgaged along with monthly finance charges due, if any.

(b) **Credit Limit.** The Credit Limit, as specified in the Agreement is \$ 40,000.00.

(c) **First Mortgage.** The Mortgage against the Land dated

n/a

and recorded in the office of

as Document Number

n/a

(d) **First Mortgagor.** The holder of the First Mortgage

n/a

(e) **Fixture.** All fixtures, including replacements and additions thereto, now or hereafter located under, on or above the Land that constitute or will constitute fixtures under the laws of the State of Illinois, and excluding any trade fixtures of any tenants under the Lease.

(f) **Impositions.** All real estate and personal property taxes and other taxes and assessments, public or private, water and sewer bills and charges, all other governmental or nongovernmental charges applicable to the Mortgaged Property, any interest or costs of penalties with respect to any of the foregoing, and charges for any assessment or agreement maintained for the benefit of the Mortgaged Property, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which may at any time prior to or after the execution of this Mortgage, be assessed, levied, or imposed upon the Mortgaged Property or the rent or income received therefrom, or any use or occupancy thereof.

(g) **Improvements.** Any and all buildings or structures of any nature whatsoever, including replacements or additions thereto, now or hereafter situated on the Land.

(h) **Indebtedness.** The principal of, interest on and/or all other amounts, finance charges, payments and premiums due under the Agreement and all other indebtedness of Mortgagor to Mortgagee under and/or created by the Mortgage. Because this Mortgage is given to secure an open end credit line, the term Indebtedness shall include not only presently existing indebtedness under the Agreement, whether such Loans are obligatory or to be made at the option of Mortgagee, to the same extent as if such future Loans were made on the date of execution of this Mortgage, although there may be no Loan made at the time of execution of this Mortgage.

(i) **Land.** The real property located at 18170 Maple Street,

Lansing, IL 60438

and described as follows on the attached Exhibit A.

LOT 1 (EXCEPT THE NORTH 163.55 FEET THEREOF) IN THE SUBDIVISION OF LOT 8 IN BLOCK 5 IN MEETER'S FIRST SUBDIVISION, BEING A SUBDIVISION OF CERTAIN LANDS IN THE FRACTIONAL SOUTHEAST $\frac{1}{4}$ OF FRACTIONAL SECTION 29 AND THE FRACTIONAL EAST $\frac{1}{4}$ OF FRACTIONAL SECTION 32 ALL IN TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 30-32-401-022

(j) **Leases.** Any and all leases, licenses, concessions or grants or other possessory interests granted by Mortgagor, lessor now or hereafter in force, oral or written, covering or affecting all or any part of the Mortgaged Property.

(k) **Mortgaged Property.** The Land, the improvements, the Fixtures and the Leases together with:

(1) all rights, privileges, rents, royalties, profits, mineral, oil and gas rights and profits, tenancies, hereditaments, rights-of-way, easements, appendages, appurtenances, riparian or lateral rights now or hereafter belonging or in any way appertaining to the Land or the Improvements;

(2) all of Mortgagor's right, title and interest in and to any streets, rights-of-way, alleys, strips or gores of land now or hereafter adjoining the Land;

(3) all of Mortgagor's right, title and interest in and to any award or awards heretofore made or hereafter to be made by any municipal, county, state or federal authority or board to the present and all subsequent owners of the Land and/or the improvements and/or the Fixtures and/or the Personal Property, including any award or awards for any change or changes of grade of any street or streets affecting the Land and/or the Improvements and/or Fixtures and/or the Personal Property, subject to Mortgagor's right to use such award pursuant to Article VIII; and

(4) all the estate, right, title, claim or demand whatsoever of Mortgagor, either at law or in equity, in and to the Land and/or Improvements and/or the Fixtures.

The term "Mortgaged Property" includes any part of the foregoing property described as Mortgaged Property.

(l) **Obligations.** Any and/or all of the covenants, promises and other obligations (other than for the payment of the Indebtedness) including, without limitation, the payment of impositions as provided herein made or owing by Mortgagor or others to or due to Mortgagee under and/or set forth in the Agreement and/or the Security Documents.

(m) **Personal Property.** All personal property owned by Mortgagor and located on the Land.

(n) **Proceeds.** All monies and proceeds derived from the Personal Property or from said Mortgaged Property including without limitation insurance proceeds and condemnation awards.

(o) **Rents.** All the rents, revenues, income, profits and other benefits now or hereafter arising from the use and enjoyment of the Mortgaged Property.

(p) **Security Documents.** The Agreement and all other documents and instruments now or hereafter furnished to the Mortgagee, including, but not limited to, this Mortgage, to evidence or secure payment of the Indebtedness.

ARTICLE II GRANT

2. Grant of Security Interest.

2.1 **Grant.** To secure the payment of the Indebtedness and the performance and discharge of the Obligations, Mortgagor does by these presents give, transfer, bargain, sell, alien, remise, release, assign, mortgage, hypothecate, deposit, pledge, set over, confirm, convey, warrant and grant a security interest unto Mortgagee in and to all estate, right, title and interest of Mortgagor in and to the Mortgaged Property, whether now owned or held or hereafter acquired by Mortgagor to have and to hold the Mortgaged Property unto Mortgagee, its successors and assigns, forever.

2.2 **Condition of Grant.** The condition of the grant in Paragraph 2.1 above is such that if Mortgagor shall pay or cause to be paid the Indebtedness as and when the same shall become due and payable and shall observe, perform and discharge the Obligations, then the Security Documents and the estates and rights granted by them shall be null and void, otherwise to remain in full force and effect.

ARTICLE III REPRESENTATIONS

3. Representations.

Mortgagor hereby represents to Mortgagee that:

3.1 Validity of Security Documents:

(a) The execution, delivery, and performance by Mortgagor of the Security Documents, and the borrowing evidenced by the Agreement, will not, to the best of Mortgagor's knowledge, violate any provision of law, any order of any court or other agency of government, or any Mortgage, indenture, trust agreement or other instrument to which Mortgagor is a party in a material respect or by which it or any of its property is bound, or be in conflict with, or will result in a material breach of or constitute (with due notice and/or lapse of time) a default under any such Mortgage, indenture, trust agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of its property or assets, except as contemplated by the provisions of the Security Documents; and

(b) The Security Documents, as and when executed and delivered by Mortgagor, constitute the legal, valid and binding obligations of Mortgagor in accordance with their respective terms subject to applicable bankruptcy and insolvency laws.

3.2 **Other Information.** All other information, reports, papers and data given to Mortgagee, or to Mortgagee's legal counsel, with respect to Mortgagor, the Mortgaged Prop

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by, or the loan evidenced by the Security Document(s) referred to in Article I above, and the Mortgagor shall have given the Mortgagor a true and accurate knowledge of the subject matter.

3.3 Mortgaged Property and Other Property. Mortgagor shall not make any sale, lease, or use, except to the parties named in the Agreement, except for the First Mortgage, or other documents of record at the date of the Mortgage, transfer or otherwise dispose of to the Mortgaged Property, or will forever retain and defend the same in Mortgagor and will forever covenant and defend the validity and priority of the First Mortgage.

3.4 First Mortgage. Mortgagor does hereby acknowledge that the First Mortgage is held by the First Mortgagee, and the First Mortgage.

3.5 Taxes. To the best of its knowledge, Mortgagor has filed all federal, state, and local tax returns, paid all taxes and assessments required by law, and made timely payment of all taxes known to Mortgagor, and has made no application in respect of such taxes or additional taxes.

3.6 Liabilities. There is not now pending against or affecting the Mortgaged Property, nor to the knowledge of the Mortgagor, is there threatened or contemplated any action, suit or proceeding in law or in equity or by or before any administrative agency which, if adversely determined, would materially impair or affect the value of the Mortgaged Property.

3.7 Environmental Indemnity. Mortgagor shall indemnify and hold Mortgagor harmless against any claims, actions, suits, damage, claim, or expense resulting, without limitation, any and all attorney's fees or expenses of litigation incurred or suffered by Mortgagor or its agent, due to the creation or the continuation of any chemical, material, substance, or contaminant (including, without limitation, all petroleum products, asbestos, lead, formaldehyde, benzene, radon, asbestos, hazardous wastes, oil, oil and gas wastes, the presence or storage of which or the exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, or local governmental, or other authority, or which presence, storage, or exposure may pose a hazard to health and safety, or by the failure by Mortgagor or any prior owner or occupant of the land to comply with any applicable federal, state, county, regional, or local environmental law, regulation, and/or rule, or administrative order).

ARTICLE IV AFFIRMATIVE COVENANTS

4. Affirmation Covenants. Until the entire Indebtedness has been paid in full, Mortgagor covenants and agrees as follows:

4.1 Compliance With Laws. Mortgagor shall promptly and faithfully comply with all customs and rules, or codes, or orders by appropriate proceedings, or good faith, at present, and use its best efforts to insure laws, ordinances, rules, regulations, and requirements of every duly constituted governmental authority or agency, and of every board of fee, underwriters having jurisdiction, or similar body exercising jurisdiction, which may be applicable to or to the Mortgaged Property, or to the ownership or use, occupancy, operation, maintenance, or reconstruction of the Mortgaged Property, whether or not such law, ordinance, rule, order, regulation, or requirement shall become effective, or improvements, or fixtures, with the use or enjoyment of the Mortgaged Property.

4.2 Payment of Impairments. Mortgagor shall duly pay and discharge, or cause to be paid and discharged, the Impairments. Mortgagor may exercise the option to pay the same such installments.

4.3 Repair. Mortgagor shall keep the Mortgaged Property in good repair, and make all necessary or appropriate repairs, replacements, and renewals thereof.

4.4 Insurance.

(a) At all times during the term of this Mortgage, Mortgagor shall carry insurance to be carried, policies covering the Mortgaged Property against loss of rents or business interruption and against loss or damage by fire, theft, vandalism, insects, insects, hazards, and such other risks as Mortgagor may from time to time require, including, without limitation, those risks included in the term "extended coverage." The amount of the coverage afforded by each of the Insurance Policy and "Insurance Policy II" shall be in amounts reasonably satisfactory to the Mortgagor and shall be sufficient to prevent any insured from becoming a claimant of a partial loss thereunder, but in any case no such amount shall be less than either (1) full replacement cost of all improvements, or (2) the outstanding principal, whichever amount is greater at the time of loss or damage.

(b) All Insurance Policies shall, at all times, be in form, substance and with company acceptable to Mortgagor, bear a non-reciprocal first mortgage endorsement and such other endorsements in form and content acceptable to Mortgagor in favor of Mortgagor, or as Mortgagor may request, and shall remain in force, well-renewed and replace annually, which renewals and replacements shall be deposited with Mortgagor with evidence of payment of all premiums, or after three (3) days prior to the expiration of any then existing Insurance Policy, until the Indebtedness is paid in full. Every Insurance Policy shall contain an agreement that no party thereto may terminate or modify the Insurance Policy without at least 10 days prior written notice to Mortgagor.

(c) Premiums on all Insurance Policies shall be paid by the Mortgagor and payable in full by month, promptly and when due, to the insurance carrier. Mortgagor may, but shall not be obligated to, make premium payments to prevent lapse or cancellation; by reason of non-payment of premiums, and any amounts so paid by Mortgagor shall be treated as "Advances" in accordance with Paragraph 4.15.

4.5 Application of Insurance Policy Proceeds. In case of loss, damage, or casualty to the Mortgaged Property, the proceeds of claims under the Insurance Policies covering casualty losses or damages shall be paid to Mortgagor for application all to option of Mortgagor, either (i) to the Indebtedness, or (ii) in inverse order of maturity, with the balance of such proceeds, if any, paid to Mortgagor, or (iii) to the restoration of the Mortgaged Property on such conditions and subject to such control as Mortgagor may impose in its absolute discretion, with the balance of such proceeds, if any, applied in an inverse order of maturity against such indebtedness, notwithstanding any other provision of this Mortgage or the Agreement, no application of Insurance Policy proceeds to the Indebtedness shall have the effect of causing any Event of Default or extending the time for making any payment hereunder or under the Agreement. Mortgagor shall not be held responsible for failure to collect any insurance proceeds due under the terms of any policy provided for herein regardless of the cause of such failure.

4.6 Restoration Following Uninsured Casualty. In the event of the happening of any casualty, of any kind of nature, ordinary or extraordinary, foreseeable or unforeseen, not covered by any Insurance Policy resulting in damage to or destruction of the Mortgaged Property, Mortgagor shall give notice thereof to Mortgagor and Mortgagor shall promptly, at Mortgagor's sole cost and expense, commence and diligently continue to restore, repair, replace, rebuild or alter the damaged or destroyed property as nearly as possible, in its value, condition and character, immediate prior to such damage or destruction.

4.7 Value. Mortgagor shall use its best efforts to prevent any act or thing which might materially and adversely impair the value or usefulness of the Mortgaged Property.

4.8 Performance of Other Agreements. Mortgagor shall duly and punctually perform all covenants and agreements expressed as binding upon it under any agreement of any nature whatsoever binding upon it that involves the Mortgaged Property, including, without limitation, all rules and regulations of a homeowners' or condominium association he Mortgaged Property is part of a condominium, cooperative, phased development or other homeowners' association.

4.9 Inspection. Mortgagor shall permit Mortgagor, and parties designated by Mortgagor, at all reasonable times, to inspect the Mortgaged Property upon three (3) days written notice.

4.10 Hold Harmless. Mortgagor shall, at Mortgagor's sole cost and expense, save, indemnify and hold the Mortgagor, its officers, officials, employees and agents, harmless from any injury, claim, demand, suit, judgement, execution, liability, debt, damage or penalty (herein collectively referred to as "Claims") affecting the Mortgaged Property, or value of any of the Security Documents, arising out of, resulting from, or alleged to arise out of or result from any action or inaction by Mortgagor, except as may be the act result of Mortgagor's negligence. Mortgagor shall pay all expenses incurred by the Mortgagor in defending a Claim in regard to any and all Claims. These expenses shall include all out-of-pocket expenses, such as, attorney's and experts' fees, and shall also include the reimbursable value of any services rendered by any employee of the Mortgagor.

4.11 Expenses. Mortgagor shall pay or reimburse Mortgagor for all reasonable attorney's fees, reasonable costs and expenses paid or incurred by Mortgagor in any action exceeding or dispute of any kind in which Mortgagor is made a party or appears as a party plaintiff or defendant, involving any of the Security Documents, Mortgagor, or the Mortgaged property, including, without limitation, to the foreclosure or other enforcement of this Mortgage, any condemnation of the Mortgaged Property, any action to protect the security hereof, or any proceeding in probate or bankruptcy, and any such amount paid or incurred by Mortgagor shall be treated as "Advances" in accordance with Paragraph 4.15.

4.12 Payment of Indebtedness. Mortgagor shall timely pay and discharge the Indebtedness of any part thereof in accordance with the terms and conditions of the Agreement, this Mortgage, and the Security Documents.

4.13 Flood Disaster Protection Act. Mortgagor shall take all steps necessary to comply with the provisions of the Flood Disaster Protection Act of 1973, as amended and, if required by Mortgagor, Mortgagor shall cause the Mortgaged Property to be insured pursuant to the provisions of such Act.

4.14 First Mortgage. Mortgagor shall comply with all terms, provisions, and conditions of the First Mortgage.

4.15 Advances. In the event Mortgagor fails to perform any act required of Mortgagor by any of the Security Documents, or to pay when due any amount required to be paid by any of the Security Documents, Mortgagor may, but shall not be obligated to, make such payment or perform such act. Such payment or performance by Mortgagor shall not have the effect of causing any Event of Default or of extending the time for making any payment hereunder or under the Agreement. Advances so paid by Mortgagor, together with all expenses incurred in connection therewith, shall be deemed advances ("Advances") under this Mortgage, shall be immediately due and payable and shall be added to the Indebtedness. Advances shall bear interest from the date expended at the rate specified in the Agreement and shall be secured by this Mortgage although originally a part of the principal amount of the Indebtedness.

ARTICLE V NEGATIVE COVENANTS

5 Negative Covenants.

Until the entire Indebtedness shall have been paid in full, Mortgagor covenants and agrees, as follows:

5.1 Use Violations. Mortgagor shall not use the Mortgaged Property or allow the same to be used or occupied for any unlawful purpose or in violation of any permit or certificate, or any law, ordinance, regulation or restrictive covenant, covering or affecting the use or occupancy thereof, or suffer any act to be done or any condition to exist on the Mortgaged Property or any article to be brought thereon that may be dangerous, unless safeguarded as required by law, or that may, in law, constitute a nuisance, public or private.

5.2 Alterations. Mortgagor shall not commit or knowingly permit any waste of the Mortgaged Property or make or permit to be made any material alterations or additions to the Mortgaged Property that would have the effect of materially diminishing the value thereof or that would in any way materially increase the risk of any ordinary fire or other hazard arising out of construction or operation thereof.

5.3 Replacement of Fixtures, Improvements and Personal Property. Mortgagor shall not permit any of the fixtures or improvements to be removed at any time from the land, without prior written consent of the Mortgagor, unless actually replaced by an article of equal or greater suitability and value and owned by Mortgagor.

5.4 Other Liens. Mortgagor shall not, without the prior written consent of Mortgagor, create or permit to be created or to remain, any mortgage, pledge, lien, encumbrance or charge on, security interest in, or conditional sale or other title retention agreement on, whether direct or subordinate to the terms of the Security Documents, the Mortgaged Property or income therefrom other than the Security Documents and the First Mortgage.

5.5 Transfer of Title. As a material inducement to Mortgagor to make the loan evidenced by the Mortgage, Mortgagor has made representations to Mortgagor concerning the abilities of the undersigned in constructing, managing and operating the Mortgaged Property, which representations have been and will be relied upon by Mortgagor in funding this loan. Therefore, Mortgagor covenants and agrees that it will not sell, convey, transfer, alienate, pledge, encumber or permit to be sold, conveyed, transferred, alienated, pledged or encumbered the Mortgaged Property and will not convey or assign any beneficial interest in the Mortgaged Property, without written consent of the Mortgagor, which consent may be granted or withheld in Mortgagor's sole discretion, and if granted may be conditioned upon any successor of Mortgagor agreeing to an increase in the interest rate in the Agreement.

5.6 Sale or Lease of the Mortgaged Property. If Mortgagor contracts to sell or lease all or any portion of the Mortgaged Property or amends, modifies or terminates any now existing or future sales contract, lease, or other agreement concerning the Mortgaged Property, Mortgagor will furnish Mortgagor with a copy of the executed contract, lease or agreement within 15 days after the date of execution thereof.

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ARTICLE VI

EVENTS OF DEFAULT

6. **Events of Default.** The term "Event of Default," as used in the Security Documents, shall mean the occurrence or happening, from time to time, of any one or more of the following:
- 6.1 **Falsi Representations.** If Mortgagor engages in fraud or material misrepresentation in connection with the Credit Line.
 - 6.2 **Performance of Obligations.** If Mortgagor defaults in the payment of the indebtedness in accordance with the Agreement.
 - 6.3 **Adverse Actions.** If Mortgagor's actions or inactions adversely affect the Mortgagor's Property or Mortgagor's rights thereto and interest therein.

ARTICLE VII

REMEDIES

7.1 **Remedies.** If an Event of Default shall occur and be continuing, Mortgagor may, at its option, after providing Mortgagor with at least 30 days advance notice of, and opportunity period to cure, the Event of Default, exercise any or some or all of the following remedies:

7.1.1 **Acceleration.** Mortgagor may declare the unpaid portion of the indebtedness to be immediately due and payable, without further notice or demand (each of which is expressly waived by Mortgagor), whereupon the indebtedness shall become immediately due and payable, anything in the Agreement or in the Security Documents to the contrary notwithstanding, provided further that the unpaid portion of the indebtedness shall be immediately and automatically due and payable without regard of any kind or part of the Mortgages.

7.1.2 **Enforcement of Mortgage.** Mortgagor, with or without entry, personally or by its agent or attorney, or under its applicable law:

(a) sell the Mortgaged Property and all related right, title, and interest, claim and demand thereon, and right of redemption thereto, to the intent permitted by and pursuant to the procedures provided by law, at law or in equity, and at such time and place upon such terms and after such notice thereof as may be required or permitted by law;

(b) institute proceedings for the complete foreclosure of the Mortgage;

(c) take steps to protect and enforce its rights whether by action, suit or proceeding at equity or at law for the specific performance of any covenant, condition or agreement in the Agreement or in the Mortgage, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagor shall elect; and/or

(d) enjoin the Mortgage in any manner permitted under the laws of the State of Illinois.

7.1.3 **Recovery.** Mortgagor may apply to the court at which a proceeding is pending for the enforcement of the Mortgage to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents and profits thereon and apply the same as the court may direct, such receiver to have all of the rights and powers permitted under the laws of the state in which the Mortgaged Property is situated. The right to the appointment of such receiver shall be in matter of strict right without regard to the value of the occupancy of the Mortgaged Property or the solvency or insolvency of Mortgagor. The recoverable expenses, including receiver's fee, costs, fees, costs and agent's commission, where a receiver is appointed to the property herein referred to shall be secured thereby.

7.2 **Other.** If Mortgagor defaults in the due observance or performance of any of the Obligations in accordance with the Mortgage, Mortgagor may exercise any remedy available to Mortgagor under applicable law.

7.3 **Hypothecary and/or garnishment.** The rights and remedies of Mortgagor as provided in the Security Documents shall be cumulative and concurrent and may be pursued separately, successively or together against Mortgagor, Guarantor, or the Mortgaged Property, or any one of them, at the sole discretion of Mortgagor, and may be exercised at either an executorial or non-executorial level, to the maximum extent permitted by applicable law, rules and regulations. If Mortgagor elects to proceed under one right or remedy under the Mortgage or the Agreement, Mortgagor may at any time cease proceeding under such right or remedy and proceed under any other right or remedy under the Mortgage or the Agreement. The holder of either any such right or remedy shall in no event be construed as it waives or releases thereof. Nothing in the Agreement or this Mortgage shall affect Mortgagor's obligation to pay the indebtedness and perform the obligations in accordance with the terms thereof.

7.4 **Credit of Mortgagor.** Upon any sale made, in part or by virtue of the Article VII, whether made under the power of sale herein granted or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagor may bid for and acquire the Mortgaged Property and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the indebtedness the amount of Mortgagor's bid.

7.5 **No Waiver or Precedent to Exercise of Remedies.** No act of Mortgagor nor any other person now or hereafter obligated for payment of all or any part of the indebtedness shall be relieved of such obligation by reason of the failure of Mortgagor to comply with any request of mortgagee or any other person so obligated to take action to foreclose on the Mortgage or otherwise acting in any provisions of this Mortgage or the Agreement, or by reason of the release, regardless of cancellation of all or any part of the security held for the indebtedness, or by reason of any agreement of stipulation between any subsequent owner of the Mortgaged Property and Mortgagor extending the time of payment or modifying the terms of the Mortgage or Agreement without first having obtained the consent of Mortgagor or such other person, and in the latter event Mortgagor and all such other persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Mortgagor.

7.6 **Waiver of Redemption, Rehearing and Marshaling.** Mortgagor hereby waives and releases, to the maximum extent permitted by the laws of the State of Illinois,

(a) all benefit that might accrue to Mortgagor by virtue of any provision of future law exempting the Mortgaged Property, or any part of the proceeds thereof from any tax thereon, from attachment, levy or sale on execution, or providing for any extinguishment, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment;

(b) unless specifically required herein or in any of the other Security Documents, all notices of Mortgagor's default or of Mortgagor's election to exercise, or Mortgagor's actual exercise, or any option to remedy under the Agreement or the Security Documents, and

(c) any right to have the Mortgaged Property marshaled;

provided that if any of the rights waived by Mortgagor in this paragraph affect or extend to the for sale of the Mortgaged Property, affect Mortgagor's rights to enforce this Mortgage or affect the Mortgagor's right to redeem, Mortgagor shall have the right to object to or accept or reject the waiver of such right by Mortgagor, and such objection may be made by Mortgagor at the time of or at any time prior to the entry of a decree or judgment or foreclosure in the court in which this Mortgage is being foreclosed.

7.7 **Discontinuance of Proceedings.** In case Mortgagor shall have proceeded to enforce any right under any of the Security Documents and such proceedings shall have been discontinued or abandoned for any reason, then in every such case, Mortgagor and Mortgagor shall be restored to their former positions and the rights, remedies and powers of Mortgagor shall continue as if no such proceedings had been taken.

ARTICLE VIII

CONDEMNATION

8.1 **Condemnation.** In the event of the taking by eminent domain proceedings or the like of any part or all of the Mortgaged Property by any federal, state, municipal or other governmental authority or agency thereof, all awards or other compensation for such taking shall be paid to Mortgagor for application in the inverse order of maturity on the indebtedness, provided that no such application shall result in additional interest or have the effect of curing any event of Default or extending the time for making any payment due hereunder or under the Agreement.

ARTICLE IX

MISCELLANEOUS

9.1 **Survival of Warranties and Covenants.** The warranties, representations, covenants and agreements set forth in the Security Documents shall survive the making of the loan and the execution and delivery of the Agreement, and shall continue in full force and effect until the indebtedness shall have been paid in full.

9.2 **Further Assurances.** Mortgagor shall, upon the reasonable request of Mortgagor, execute, acknowledge and deliver such further instruments (including, without limitation, a declaration of no set off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Security Documents and to subject to the lease thereof any property intended by the terms thereof, to be covered thereby and any renewals, additions, substitutions, replacements or improvements thereto.

9.3 **Recording and Filing.** Mortgagor shall, at Mortgagor's sole cost and expense, cause those Security Documents and all supplements thereto, for which constructive notice must be given to protect Mortgagor, at all times to be recorded and filed, and re-recorded and re-filed, in such manner and in such places as Mortgagor, at all reasonable request, and shall pay all such recording, filing, re-recording, re-filing taxes, fees and other charges to the maximum extent permitted by the laws of the State of Illinois.

9.4 **Loan Expenses.** Mortgagor shall pay all applicable costs, expenses and fees set forth in the Agreement.

9.5 **No Representation by Mortgagor.** By accepting or approving anything required to be observed, performed or fulfilled, or to be given to Mortgagor, pursuant to this Mortgage or the commitment, including (but not limited to) any client's certificate, balance sheet, statement of profit and loss or other financial statement, survey or appraisal, Mortgagor shall not be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal effect of the name, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Mortgagor.

9.6 **Incorporation of Agreement.** Each and every term, covenant and provision contained in the Agreement is, by the reference, incorporated into this Mortgage as if fully set forth herein.

9.7 **Waiver of Homestead.** Mortgagor covenants that the Mortgaged Property is not occupied as a homestead and waives all rights and benefit which Mortgagor has or may have under the homestead exemption law of the State of Illinois.

9.8 **Notice.** Except for any notice required under applicable law to be given in another manner, any notice to Mortgagor provided for in this Mortgage shall be in writing and shall be deemed properly delivered three days after deposit thereof in any main or branch United States Post Office, certified or first class United States Mail, postage prepaid, addressed as follows or at such other address as may be designated by notice as provided herein:

To the Mortgagor:

David C. Wegner
Marjorie Wegner
resides at: 18162 Maple Street
Lansing, IL 60438

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to the Mortgagor

American National Bank of Lansing
3115 Ridge Road
Lansing, Illinois 60438
Attention: Home Equity Loan Division

9.9 Covenants Running With the Land. All covenants contained in this Mortgage shall run with the land.
9.10 Successors and Assigns. At time of this Mortgage that apply to and bind third parties and to the benefit of the successors and assigns of Mortgagor and Mortgagor, respectively, and all persons claiming under or through them, provided that nothing in this paragraph shall be construed to permit a transfer, conveyance or otherwise other than as expressly permitted by the Mortgage.

9.11 Multiple Mortgagors. Mortgagee's covenants and agreements to render shall be joint, several and primary. Any Mortgagor who co-signs the Mortgage but does not execute the Agreement, (a) co-signing the Mortgage entitles to mortgage, grant and convey the Mortgage to the party, (b) a minor personally obligated to pay the indebtedness and (c) agrees that Mortgagor and any other Mortgagor may agree to extend, modify, restructure or make any other modification, with regard to the terms of the Mortgage or the Agreement without Mortgagor's consent.

9.12 Solvability. In case any one of the Obligations or the payment of the Mortgage or of the Agreement that are described to be valid, single or unenforceable as any inspect the validity of the remaining Obligation or payment of the Mortgage that be so, it will not be considered to have been thereby affected.

9.13 Modification. This Mortgage may not be changed, waived, discharged or terminated orally. It may be by instrument or instrument in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

9.14 Applicable Law. This Mortgage shall be governed by and construed according to the laws of the State of Illinois.

9.15 Strict Performance. Any failure by Mortgagor to meet upon strict performance by Mortgagor, any of the terms and provisions of the Mortgage or any of the Security Documents shall not be deemed to be a waiver of any of the terms or provisions of the Mortgage or any of the Security Documents, and Mortgagor shall have the right thereafter to insist upon strict performance by Mortgagor of any and all of them.

9.16 Headings. The Article headings and the sections and subsection entitlements, hereof are inserted for convenience of reference only, and shall in no way alter or modify the text of such Article, Sections and subsections.

9.17 Riders. If one or more riders are attached to and made a part of the Mortgage, the covenants and agreements for each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of the Mortgage.

IN WITNESS WHEREOF, the Mortgagor has executed this instrument the day and year first above written:

*David C. Sieganek
Patsy S. Wagner
Margorie Wagner*

Witness:

Charles J. Mianiewski-V.

Margorie Wagner

This document was prepared by and upon recording paid me the sum of

*Bronda Nikolajewak C/O
American National Bank of Lansing
3115 Ridge Road
Lansing, IL 60438*

STATE OF ILLINOIS)
COUNTY OF COOK) 55
)

I, a Notary Public in and said County in the State aforesaid, DO HEREBY CERTIFY, that *David C. Sieganek and Margorie Wagner*,

his wife, as joint tenants, 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 said instrument as their own free and voluntary act for the uses and purposes therein contained.

GIVEN under my hand and Notarial Seal this

18th

day of

November

AD 1989

Notary Public

Margorie A. Phipps



My Commission Expires

10-2-91

-3845426

3845426

3845426

1988 DEC -6 PM 2:38
CAROL MC CALL
REGISTRAR OF DEEDS

Subscribed to and sworn to before me on	Address	Deliver copy to	Address
Address	Promised on	Deliver copy to	Address
Deliver copy to	Address	Deliver copy to	Address
Deed to	Address	Deed to	Address
Addres	Address	Address	Address
Notarized on	Notarized on	Notarized on	Notarized on

ILLINOIS STATE CO. CLERK'S OFFICE
122 WEST MADISON
CHICAGO, ILLINOIS 60602
JAN 19 1997

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*3/1/91
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