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AMERICAN NATIONAL BANK OF LANSING

3115 Ridge Road
Lansing, Illinois 60438

3882708

HOME EQUITY CREDIT LINE MORTGAGE

THIS MORTGAGE (the "Mortgage") is made as of May 19 1990
between John A. Krygsheld and Anna Mae Krygsheld, married to each other (Mortgagor)
and AMERICAN NATIONAL BANK OF LANSING, 3115 Ridge Road, Lansing, Illinois (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 Mortgagee and Mortgagor, dated as of the same date as the Mortgage. The agreement provides for a floating rate, open-end credit line pursuant to which Mortgagee makes Loans, as defined in the Agreement, to the Credit Line and Mortgagor repays Mortgagee along with monthly finance charges due, if any.
 - (b) Credit Line. The Credit Line, as specified in the Agreement, is 45,000.00.
 - (c) First Mortgage. The Mortgage against the Land dated NONE and recorded in the office of NONE as Document Number NONE.
 - (d) First Mortgagee. The holder of the First Mortgage NONE.
 - (e) Fixtures. All fixtures, including replacements and additions hereto, 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 including any trade fixtures of any tenants under the Lease.
 - (f) Impositions. All taxes and personal property taxes and other taxes and assessments, public or private, water and sewer rates and charges, all other governmental or non-governmental charges applicable to the Mortgaged Property, any interest or costs or 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, now or hereafter, be assessed, levied or imposed upon the Mortgaged Property or the rent or income received therefrom, or any use or occupancy hereof.
 - (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 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 any and all loans secured 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, whenever 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 the Mortgage.
 - (i) Land. The real property located at 3779 Lake Street, Lansing, IL 60438 and described as follows in the attached Exhibit A:

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Lot One------(1)
Lot Two------(2)
In Block Two (2) in Elliot's Ridge Lawn, being a Subdivision of the East Five (5) chains (330.0) feet of Lot Two (2) and Three (3) in Weinacker's Subdivision of part of Section 32, Township 36 North, Range 15, East and Section 29, Township 36 North, Range 15, East of the Third Principal Meridian, as per plat registered June 15, 1925, as Document No. 260173

Commonly known as: 3709 Lake Street, Lansing, IL 60438
PTN No. 30-32-402-031

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- (j) Leases. Any and all leases, licenses, concessions or grants or other possessory interests granted by Mortgagee as lessor, licensor or grantor 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, easements, needlements, rights of way, easements, covenants, appurtenances, riparian or littoral rights now or hereafter belonging in any way appertaining to the Land or the Improvements;
 - (2) all of Mortgagee'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 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 all awards 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 Mortgagee's right to use such award pursuant to Article VIII; and
 - (3) all the estate, right, title, claim or demand whatsoever of Mortgagee, either at law or in equity, in and to the Land and/or improvements and/or the Personal 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 being by Mortgagee 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 Mortgagee 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 other derivative 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 covenants, promises and instruments now or hereafter furnished to the Mortgagee, including, but not limited to, the 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, Mortgagee does by these presents give, transfer, bargain, sell, alien, release, 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 Mortgagee in and to the Mortgaged Property, whether now owned or held or hereafter acquired by Mortgagee 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 Mortgagee 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 Mortgagee of the Security Documents, and the borrowing evidenced by the Agreement, will not, to the best of Mortgagee'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 Mortgagee is a party in any 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 such 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 are, as and when executed and delivered by Mortgagee, constitute the legal, valid and binding obligations of Mortgagee in accordance with their respective terms, subject to applicable bankruptcy and insolvency laws.
- 3.2 Other Information. All other information regarding the Land and the improvements thereon and the personal property owned by Mortgagee, together with respect to Mortgagee, the Mortgaged Property

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ly, or the loan evidenced by the Security Documents are used or withheld in all material respects and complete resolution may be necessary to give Mortgagee a true and accurate picture of the subject matter.

33 Mortgaged Property and Other Property. Mortgagee has a first and transferable title in fee simple to the Land free and clear of all encumbrances except for the First Mortgage and other encumbrances of record as of the date of this Mortgage. Mortgagee will preserve its title to the Mortgaged Property, and will forever covenant and defend the same to Mortgagee and will forever covenant and defend the priority and priority of the term of the Mortgage.

34 First Mortgage. Mortgagee does hereby acknowledge that the only mortgage that is prior to, in any way, superior to the Mortgage is the First Mortgage.

35 Taxes. To the best of its knowledge, Mortgagee has filed all federal, state, county and municipal income tax returns required to have been filed by it and has paid all taxes which have become due pursuant to such returns pursuant to any levies received by it or pursuant to any and the Mortgagee does not know of any basis for additional assessment in respect of such taxes or additional taxes.

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

37 Environmental Indemnity. Mortgagee shall indemnify and hold Mortgagee harmless against and from any and all loss, cost, damage, claim or expense (including, without limitation, any and all attorney's fees or expenses of litigation) incurred or suffered by Mortgagee on account of (i) the location on the Land or Improvements of any chemical, metallic substance, or contaminant including without limitation of petroleum products, asbestos, urea, formaldehyde, foam insulation, hazardous waste and/or toxic waste, the presence or absence of which or the exposure to which is prohibited, limited or regulated by any federal, state, county, regional, or local governmental unit, agency or authority, or which presence, storage, or exposure may pose a hazard to health and safety or (ii) the failure by Mortgagee or any prior owner or occupant of the Land to comply with any applicable federal, state, county, regional or local environmental laws, regulations, and court or administrative orders.

ARTICLE IV AFFIRMATIVE COVENANTS

4 Affirmative Covenants. Until the entire indebtedness shall have been paid in full, Mortgagee hereby covenants and agrees as follows:

4.1 Compliance With Laws. Mortgagee shall promptly and lawfully comply with, conform to, and obey or contest by appropriate proceedings in good faith all present, and use its best efforts as to future, laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency and of every board of fire underwriting, fire department, or other body exercising functions, which may be applicable to it or to the Mortgaged Property or to the use and manner of use, occupancy, possession, operation, maintenance or reconstruction of the Mortgaged Property, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or other work on the premises, with the use or enjoyment of the Mortgaged Property.

4.2 Payment of Assessments. Mortgagee shall duly pay and discharge, or cause to be paid and discharged, the impositions, Mortgagee may exercise the option to pay the same such assessments.

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

4.4 Insurance.
(a) At all times during the term of this Mortgage, Mortgagee shall carry or cause to be carried policies insuring the Mortgaged Property against loss of rents or business interruption and against loss or damage by fire, theft, vandalism, malicious mischief, hazards, and such other risks as Mortgagee may from time to time require, including, without limitation, those risks included in the so-called landlord coverage. The amount of the coverage afforded by each of the insurance policies (the "Insurance Policies") shall be in amounts reasonably satisfactory to the Mortgagee, and shall be sufficient to prevent any insured from becoming a co-insurer of a partial loss. Insurance, but in any case no such amount shall be less than either (1) full replacement cost of all improvements, or (2) the outstanding indebtedness, whichever amount is greater at the time of loss or damage.

(b) All Insurance Policies shall, at all times, be in full force and effect and with coverages acceptable to Mortgagee, bear a non-contributory first mortgage endorsement and such other endorsements in form and content acceptable to Mortgagee in favor of Mortgagee or as Mortgagee may, in its discretion, require, and shall remain in force, with renewals and replacements thereof, which renewals and replacements shall be imposed upon Mortgagee and evidence of payment of all premiums no later than fifteen (15) days prior to the expiration of or when renewing Insurance Policy until the indebtedness is paid in full. Every insurance policy shall contain an agreement that no party thereto may terminate or reject, the Insurance Policy without at least 15 days prior written notice to Mortgagee.

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

4.5 Application of Insurance Policy Proceeds. In case of fire, damage or casualty to the Mortgaged Property, the proceeds of claims under the Insurance Policies (including casualty losses) shall be paid to Mortgagee for application at the option of Mortgagee, either (a) to the indebtedness, in the several order of priority with the balance of such proceeds, if any, held by Mortgagee, or (b) to the restoration of the Mortgaged Property on such conditions and subject to such controls as Mortgagee may impose in its sole discretion, with the balance of such proceeds, if any, applied in the several order of priority, against such indebtedness. Notwithstanding any other provision of this Mortgagee or the Agreement, no application of Insurance Policy proceeds to the fire, damage shall have the effect of curing any Event of Default or extending the time for payment of any amount hereunder or under the Agreement. Mortgagee shall not be held responsible to insure or 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, fire, or otherwise, not covered by any Insurance Policy resulting in damage to or destruction of the Mortgaged Property, the Mortgagee shall, upon written notice to Mortgagee, shall do its best efforts to reconstruct, rebuild and character immediately prior to such damage or destruction.

4.7 Value. Mortgagee 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 and shall endeavor to prevent any act or thing which might materially and adversely impair the value or usefulness of the Mortgaged Property under any agreement of performance whatsoever binding upon it that involves the Mortgaged Property including, without limitation, as to fees and obligations of a homeowners or condominium association if the Mortgaged Property is part of a condominium, cooperative, timeshare development or other homeowners association.

4.8 Inspection. Mortgagee shall permit Mortgagee and its agents, designated by Mortgagee, at all reasonable times to inspect the Mortgaged Property upon three (3) days prior written notice.

4.9 Hold Harmless. Mortgagee shall, at Mortgagee's sole cost and expense, have, indemnify and hold the Mortgagee, its officers, agents, employees and agents harmless from any injury, claim, demand, suit, judgment, execution, liability, direct damage or penalty (hereinafter collectively referred to as "Claims") affecting the Mortgaged Property, or the acts of any of the Security Documents, arising out of, resulting from or alleged to be a result of or result from any action or inaction by Mortgagee, except as may be the direct result of Mortgagee's negligence. Mortgagee shall pay all expenses incurred by the Mortgagee in defending itself with regard to any and all Claims. These expenses shall include all out-of-pocket expenses, such as attorney's fees and expenses, and shall also include the reasonable value of any services rendered by any employee of the Mortgagee.

4.10 Expenses. Mortgagee shall pay or reimburse Mortgagee for all reasonable attorneys' fees, reasonable costs and expenses paid or incurred by Mortgagee in any action proceeding in respect of any and all which Mortgagee is made a party plaintiff or defendant in making any of the Security Documents, Mortgagee, or the Mortgaged Property, including, without limitation, to the enforcement or other enforcement of the Mortgage, any determination involving the Mortgagee's Property, any action to prevent the taking thereof, or any proceeding in protective or declaratory, and any such amounts paid or incurred by Mortgagee shall be treated as "Advances" in accordance with Paragraph 4.15.

4.11 Payment of Indebtedness. Mortgagee shall timely pay and discharge the indebtedness of any party thereto in accordance with the terms and conditions of the Agreement, the Mortgage, and the Security Documents.

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

4.13 Other Mortgages. Mortgagee shall comply with all terms, provisions, and conditions of the First Mortgage.

4.14 Advances. In the event Mortgagee fails to perform any act required of Mortgagee by any of the Security Documents or to pay when due any amount required to be paid by any of the Security Documents, Mortgagee may, but shall not be obligated to, make such payment or perform such act. Such payment or performance by Mortgagee shall constitute a loan to the Mortgaged Property in the event of Default or of extending the time for making any payment due hereunder or under the Agreement. All amounts so paid by Mortgagee, together with all expenses incurred in connection therewith, shall be deemed advances ("Advances") under the 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 as though originally loan of the principal balance of the indebtedness.

ARTICLE V NEGATIVE COVENANTS

5. Negative Covenants.

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

5.1 Use of Property. Mortgagee 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 ordinance of 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 act 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. Mortgagee 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 will in any way materially increase the risk of any ordinary fire or other hazard, including but not limited to, the following:

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

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

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

5.6 Sale or Lease of the Mortgaged Property. If Mortgagee wishes 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, Mortgagee will furnish Mortgagee 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 False 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 affects the Mortgagee's Property or Mortgagee's rights thereto and interest therein.

ARTICLE VII REMEDIES

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

7.1.1 Acceleration. Mortgagee 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 action of any kind on part of the Mortgagee.

7.1.2 Enforcement of Mortgage. Mortgagee, with or without any, personally or by its agents or attorneys, shall, as applicable, may:

- (a) sell the Mortgaged Property and all estate, right, title, and interest, claim and demand thereon, and right of redemption thereof, to the extent permitted by and pursuant to the procedures provided by law, at one or more sales, 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 in 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 Mortgagee shall elect, and/or
- (d) enforce the Mortgage in any manner permitted under the laws of the State of Illinois.

7.1.3 Receiver. Mortgagee may apply to the court in 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 therefrom 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 a matter of strict right without regard to the value of the Mortgaged Property or the solvency or insolvency of Mortgagor. The reasonable expenses, including receiver's fee, court's fees, costs and agent's commission, incurred pursuant to the powers herein conferred shall be secured, firstly.

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

7.3 Remedies Cumulative and Concurrent. The rights and remedies of Mortgagee as provided in the Security Documents shall be cumulative and concurrent and may be exercised simultaneously, successively or together against Mortgagor, Guarantor or the Mortgaged Property, or any one of them, at the sole discretion of Mortgagee, and may be exercised as often as necessary. Nothing herein shall limit the maximum extent (remedy) by state, state laws, rules and regulations. If Mortgagee elects to proceed under one right or remedy under the Agreement, Mortgagee 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 failure to exercise any such right or remedy shall not be construed as a waiver or release thereof. Nothing in the Agreement or the Mortgage shall affect Mortgagor's obligation to pay the Indebtedness and perform the Obligations in accordance with the terms hereof.

7.4 Credit of Mortgagee. Upon any sale, suit or proceeding by or virtue of the Article VII, whether made under the power of said herein granted or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property and all right of paying said indebtedness, any such bidding for the purchase price by Mortgagee upon the Indebtedness the amount of Mortgagee's bid.

7.5 No Creditors Remedies. No Mortgagor or 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 Mortgagee to comply with any request of mortgagor or any other person obligated to take action to foreclose on the Mortgage or otherwise enforce any provisions of the Mortgage or the Agreement or by reason of the release, regardless of consideration, of all or any part of the security held for the Indebtedness or by reason of any agreement or stipulation between any subsequent owner of the Mortgaged Property and Mortgagee extending the term of payment or modifying the terms of the Mortgage or the Agreement, or by reason of the consent of Mortgagee or such other person, and in no such case shall such release or consent be binding on Mortgagee. Mortgagee shall continue to be liable to make payment to the terms of any such extension or modification of the Indebtedness.

7.6 Waiver of Redemption, Notice and Sale during. Mortgagor hereby waives and releases to the maximum extent permitted by the law of the State of Illinois:

- (a) all benefits that might accrue to Mortgagor by virtue of any provision of law exempting the Mortgaged Property, or any part thereof, from foreclosure, including, but not limited to, stay of execution, or providing for a redemption, valuation, stay of execution, exemption from debt process, redemption or extension of time for payment;
- (b) unless specifically reserved herein or in any of the other Security Documents, all rights of Mortgagor's default or of Mortgagee's election to exercise any of Mortgagee's aforesaid remedies or any option to remedy under the Agreement or the Security Documents; and
- (c) any right to have the Mortgaged Property reinstated.

provided that if any of the rights waived by Mortgagee in the paragraph affect or extend the term for payment of the Indebtedness or affect the Mortgaged Property, affect Mortgagee's rights to exercise the Mortgage or affect the Mortgagor's right to redeem, Mortgagee shall have the right to elect in accord with the law to extend the sever of such right by Mortgagee, and such extension may be made by Mortgagee at the time of or at any time prior to the entry of a decree or judgment of foreclosure in the court in which it is foreclosed to be made.

7.7 Discontinuance of Proceedings. If any proceedings to enforce the Indebtedness or to foreclose on the Mortgage are discontinued or abandoned for any reason, then in every such case, Mortgagor and Mortgagee shall be returned to their former positions and the rights, remedies and powers of Mortgagee 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, whether by any federal, state, municipal or other governmental authority or otherwise, all events of delay, compensation for such taking shall be paid to Mortgagee for the full term of the reverse order of maturity of the Indebtedness, provided that no such negotiation that result in additional interest or have the effect of curing any Event of Default, or making the loan for making any payment due hereunder or under the Agreement.

ARTICLE IX MISCELLANEOUS

9.1 Survival of Warranted and Covenants. The warranties, representations, covenants and agreements set forth in the Security Documents shall survive the termination and discharge of the Agreement, and shall continue in full force and effect until the Indebtedness shall have been paid in full.

9.2 Further Assurances. Mortgagee shall, upon the reasonable request of Mortgagee, execute, acknowledge and deliver such further instruments, including a determination of an act-out and all such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Security Documents to the best interest of the parties thereto, to be covered thereby and any renewals, additions, substitutions, amendments, assignments, assignments and assignments.

9.3 Recording and Filing. Mortgagor shall, at Mortgagee's sole cost and expense, cause these Security Documents and all instruments hereunder, including assignments and assignments, to be recorded and filed, in such manner and in such places as Mortgagee shall determine, and shall pay all such recording, filing, recording or filing taxes, fees and other charges to the maximum extent permitted by the laws of the State of Illinois.

9.4 Lien Expenses. Mortgagee shall pay all applicable costs, expenses and fees set forth in the Agreement.

9.5 No Recourse to Mortgagee. By accepting or approving anything hereunder to be observed, performed or fulfilled, or to be held by Mortgagee, Mortgagor and Guarantor, including but not limited to any other's mortgages, leases, statements, statements of profit and loss or other financial statement, account or statement, shall not be deemed to constitute the authority, legal, effectiveness or legal effect of the same, or of any other provision or condition hereunder, and such statements or financial statements shall not be or constitute any security or representation with respect thereto by Mortgagee.

9.6 Nonassignability of Agreement. Each and every term, covenant and provision contained in the Agreement is, by its language, made binding on the Mortgaged Property and the Mortgagor.

9.7 Status of Homestead. Mortgagee covenants that the Mortgaged Property is not occupied as a homestead and issues of title and liens which may be taken against the homestead exemption law of the State of Illinois.

9.8 Notices. Except for any notice otherwise under applicable law to be given in another manner, any notice to Mortgagor provided by or for Mortgagee shall be deemed to have been properly delivered hereunder if such notice is mailed in any form or form United States Post Office, certified or first class, return receipt requested or by other means which shall be designated by notice as provided herein.

To the Mortgagee:

John A. Kryszehold and Anna Mae Kryszehold
3709 Lake Street, Lansing, IL 60438

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to the Mortgagee

American National Bank of Lanning
3115 Ridge Road
Lanning, 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: All terms of this Mortgage shall apply to and be binding upon and inure to the benefit of the successors and assigns of Mortgagee and Mortgage, respectively, and all persons claiming under or through them, provided that nothing in this paragraph shall be construed to permit a transfer, conveyance or assignment other than as expressly permitted by this Mortgage.
- 9.11 Multiple Mortgages: Mortgagee's covenants and agreements hereunder shall be joint, several and primary. Any Mortgagee who co-signs this Mortgage but does not execute the Agreement (a) is co-signing this Mortgage only to mortgage, grant and convey the Mortgaged Property; (b) is not personally obligated to pay the indebtedness; and (c) agrees that Mortgagee and any other Mortgagee may agree to extend, modify, terminate or make any equity positions with regard to the terms of this Mortgage or the Agreement without that Mortgagee's consent.
- 9.12 Severability: In case any one of the Covenants or the provisions of this Mortgage or of the Agreement shall be determined to be invalid, illegal or unenforceable in any respect, the validity of the remaining Covenants or provisions of this Mortgage shall in no way be affected, prejudiced or disturbed thereby.
- 9.13 Modification: This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments 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 Mortgagee to meet upon strict performance by Mortgagee of any of the terms and provisions of this Mortgage or any of the Security Documents shall not be deemed to be a waiver of any of the terms or provisions of this Mortgage or any of the Security Documents, and Mortgagee shall have the right thereafter to meet upon strict performance by Mortgagee of any and all of them.
- 9.16 Headings: The Article headings and the section and subsection headings hereon are inserted for convenience of reference only, and shall in no way alter or modify the text of such articles, sections and subsections.
- 9.17 References: Plans or maps are attached to and made a part of this Mortgage, the covenants and agreements to each such plan shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage.

IN WITNESS WHEREOF, the Mortgagee has executed this instrument the day and year first above written.

John A. Bryghold as John A. Bryghold
Anna Mae Bryghold as Anna Mae Bryghold

Witness
Charles J. Bloniewski
Charles J. Bloniewski, Vice President

This document was prepared by and upon recording please mail to:
Marjorie Phlips C/O
American National Bank of Lanning
3115 Ridge Road
Lanning, IL 60438

STATE OF ILLINOIS

COUNTY OF COOK

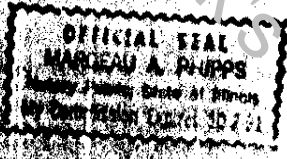
I, a Notary Public in and said County in the State aforesaid DO HEREBY CERTIFY THAT
John A. Bryghold and Anna Mae Bryghold, married to each other

known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me on this day in person and acknowledged that they agreed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19th day of May 1990

Marjorie A. Phlips
 My Commission Expires

My Commission Expires 10-2-91



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