

3115 Ridge Road Lansing, Illinois 60438

HOME EQUITY CREDIT LINE MORTGAGE

3961893

191 "Mortgagor")

THIS MORTGAGE line 'Mongage') is made as of Lari was Joseph F. Basile, samued to Gail Basile

15 Ridge Road, Lansing, Illinois ("Monganee").

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 Mongager and Mongage, dated as of the same date as this Mongage. The agreement provides for a floating rate, open-end credit line pursuant to which Mongage makes Loans, as defined in the Agreement, up to the Credit Limit and Mongagor repays

(c) First Mortgage against the Land dated DECEMBER 31, 1978

and recorded in the office of 2918273 as Document Number

(c) First Mortgage: The Mortgage against the Land dated \_\_\_\_\_\_DECEMBER Cook County Registrar of Titles—

(d) First Mortgage: The holder of the First Mortgage:
River Oaks Bank and Trust Company.

(e) Fixtures, All lixtures, including replacements and additions hereto, now or hereafter located under, on or above the Land that constitute or will constitute lixtures under the laws of the State of Illinos, and excluding any trade lixtures of any tenants under the Leases.

(f) Impositions: All reg', stat and personal property taxes and other taxes and assessments, public or private; water and sewer rates and charges, all other governmental or nongovernmental charges applicable to the Mortgaged Property; any interest or costs or penalties with respect to any of the foregoing; and charges for any easement or agreement maintained for the hanelit 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 thereo.

(g) Improvements: Any and all. Aild ags or structures of any nature whatspever, including replacements or additions thereto, now or hereafter situated on the Land.

(h) Indebtedness: The principation of test on and/or all other amounts, finance charges, payments and premiums due under the agreement and all other indebtedness of Mortgager to Mortgage under and/or secured by the Mortgage. Because this Mortgage is given to secure an open-and credit line, the torm indebtedness shall include not only, presently existing Indebtedness under the Ar sement, whether such Loans are obligatory or to be made at the option of Mortgages, or the same extent as if such future Loans were made on the date of execution of the Mortgage, although there may be no Loan made at the time of execution of this Mortgage.

(i) Land; The real property located at Forest, IL 50452 and described as follows grythey also that the time of execution of this Mortgage.

and described as follows ontbevaltoched Exhibit A:

LOT ELEVEN----(11)

in Block Nine (9) in Forest Pale Subdivision Unit Four, being a Subdivision in Section 28, Township 36 North, Range 13, East of the Third Principal Meridian, North of the Indian Boundary Line, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on November 4, 1967, as Document Number 2359397

PTN 28-28-208-028

(i) Leases: Any and all leases, licenses, concessions or grants or other possessory interests granted by Mortge or ... leasor now or hereafter in force, or all 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, tenements, hereditaments, rights of way, easements, appendages, appunerances,

OUNT

(1) an rights, privileges, rehis, royaltes, profits, mineral, or and gas rights and profits, the tendror 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 by neroafter adjoining the Land.
(3) all of Mortgagor's right, title and interest in and to any streets, rights-of-way; alleys, strips or gores of land now by neroafter 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 the right number of the province of the land and/or the improvements and/or the Fixtures and/or the Personal Property, subject to Mortgagor's right; title and streets affecting the Land and/or the Improvements and/or the Personal Property, subject to Mortgagor's right; title and streets affecting the Land and/or the Improvements and/or the Personal Property, subject to Mortgagor's right; title and streets affecting the Land and/or the Improvements and/or Fixtures and or the Personal Property, subject to Mortgagor's right; title and streets affecting the Land and/or the Improvements.

gor'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 hip ivements and/or the Fixtures

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

(i) Obligations: Any and/or all of the covenants, promises and other obligations (other than for the payment of the indebtedness) including, an out limitation, the payment

of Impositions as provided herein made or owing by Montgagor or others to or due to Montgagoe under and/or set forth in the Agreement ar d'or the Security Documents.

(m) Personal Property: All porsonal property owned by Montgagor and located on the Land.

(n) Proceeds: All montes and proceeds derived from the Personal Property or from said Montgagod Property including without limitation insurance proceeds and condemna-

tion awards.

(c) Rents: All the rents, revenues, income, profits and other bonelits 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, setl, alten, remise; release; assign, mongage, hypothecate, deposit, pledge, set over, confirm, convey, warrant and grant a security interest unto Mongaged in and to all estate; right, title and interest of Mongager in and to the Mongaged Property, whether now owned or held or hereafter acquired by Mongagor to have and to hold the Mongaged Property. unto Mongagee: 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 Mortgagor, indenture, trust agreement or other instrument to which Mortgagor knowledge, violate any provision or law, any order or any coor or other agency of government, or any recording the many material respect or by which it or any of its property is property 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 Mortgago, 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 million. All other information, reports, papers and data given to Mortgagee, or to Mortgagee's legal counsel, with respect to Mortgager, the Mortgaged Proper

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ty, or the loan evidenced by the Security Documentsfeld and condition and the loan evidenced by the Security Documentsfeld and conditions and completeness may be necessary to give Mortgagee true and accurate knowledge of the subject matter.

a mue and accurate knowledge of the subject matter.

3.3 Mongeged Property and Other Property. Mongegor has good and marketable tille in fee simple to the Land free and clear of all encumbrances except for the First
Munipage and other encumbrances of record as of the date of this Mongager will preserve its full to the Mongaged Property and will forever covenant and defend

the same to Mortgage and will forever coverant and defend the validity and priority of the lien of this Mortgage.

3.4 First Mortgage. Mortgage, does hereby ucknowledge that the only mortgage that is prior or, in any way, superior to this Mortgage is the First Mortgage.

3.5 Taxes. To the Best of its showledge, Mortgage has fielders, state-county-and municipal moome the returns required to have been filled by it and has paid all taxes which have been filled bursuant to such returns, pursuant to any assessments, received by it or pursuant to law, and the Mortgager does not know of any basis for additional to such returns.

sessment. In respect of such taxes or additional taxes.

2.6 Lithpation. There is not now pending against or affecting the Mortgaged Property, nor to the knowledge of the Mortgagor, is there threatened or corremplated any action, it or praceeding at law or in equity or by or before any administrative agency which, if adversty determined, would materially impair or affect the value or operation of the

3.7 Environmental Imdemnity. Mortgagor shall indemnity and hold Mortgagee harmless against and from any and all toss, cost, damage, claim or expense (including, without latton, any and all attorney's lises or expenses of hitigation) incurred or suffered by Mortgagee on account of (i) the location on the Land or Improvements of any chemical, material, substance, or confirmment (including without limitation, oil, petroleum products, asbeston, urea, formaldehyde, foam insulation, hazardous waste and/or toxic waste), ence or alonge of which or the exposure to which is prombled, timiled, or regulated by any federal, state, county, regional, or local governmental unit, against or authority. or which presence, storage, or exposure may pose a hazard to health and salety or (ii) the felline by Mortgager or any prior ewiter or occupant of the Land to comply with any applicable federal, state, county, regional or local environmental laws, regulations, and court or administrative orders.

AFFIRMATIVE COVENANTS ...

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THE STORY

4. Altimative Covenants. Until the entire Indebtedriess shall have been paid in full, Mortgagor hereby covenants and agrees as follows:

4.1 Compliance With Laws Mortgagor shall promptly and faithfully comply with, conform to another by appropriate proceedings in good twith 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 line underuse is best enough as to future, taws, ordinances, folias, regulations and requirements best enough constituted governmental authority or agency and or every board or line under writers having jurisdiction, or smitar body exercising functions, which may be applicable to d or to the Mortgaged Property to the use and manner of use, occupancy, possession, operation, maintenance of a reconstruction of the Mortgaged Property, whather or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or improvements of the order with the use or enjoyment of the Mortgaged Property.

4.2 Payment of Impositions, Mortgagor shall duly pay and discharge, or cause to be paid and discharged, the Impositions Mortgagor may exercise the option to pay the

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44001.3

4.3 Répair. Mortgagor shall ke pitre Mortgaged Property in good order and condition and make all necessary or appropriate repairs, replacements and renewals thereof

(a) At all times during the term of us? longage, Morigagor shall carry or cause to be carried policies insuring the Morigaged Property against loss of rents or business interruption and against loss of damage by the holt, vandalism, malicious mischief, hazards, and such other risks as Mongagee may from time to time require, including, without limitation, those risks included in the term "two coverage." The amount of the coverage afforded by each of the insurance Policies (the "Insurance Policies") shall be in amount reality satisfactory to the Mortgac et all dealers and the sufficient to prevent any institute from becoming a co-insurer of a partial loss therounder, but is any case no such amount shall be less than other (1) full replace me if cost of all improvements, or (2) the outstanding indebtedness, whichever amount is greater at the time of loss or damage.

such amount shall be less then either (1) full replace are it does or dramage.

(b) All Insurance Policies shall, at all times, be in term, substance and with companies acceptable to Mortgage or bear a non-commountery first mortgage endorsement and such other endorsements in form and content acceptable to Mortgage or as Mortgage or as Mortgage, they replace than it feels with renewals and replacements thereof. Which, renewals and/replacements shall be deport or with Mortgage with evidence of priyment of all premiums no later than lifteen (15) days prior to the expiration of any their existing insurance Policy, until the Indebtedne's in prior in full. Every Insurance Policy shall contain an egreement that no party therefore may terminate or modify the Insurance Policy without at least 15 days prior written notice. "Mortgage and payment shall be made promptly and when due directly to the insurance Policies shall be paid by the Mortgage may, but shall not be obligated to, make premium payments to prevent lapse or cancellation by reason on nonphyment of premium, and any amounts so paid by Mortgage shall be treated as "Advances" in accordance with Paragraph 4.15.

4.5 Application of Insurance Policy Propages In a case of loss, during be clearly to the Mortgaged Propage, the propaged of claims under the insurance Policies covering casualty losses or damages shall be paid to Mortgage for application, at the propaged of the Independent of Independent Independent

provided for herein regardless of the cause of such failure.

4.6 Restoration Following Uninsured Casually. In the event of the happening of an, \_sr\_\_ty, of any kind of nature, ordinary or extraordinary, foreseen or unforeseen, not covered by any insurance Policy resulting in damage to or destruction of the Mortgaged Project, which could be notice thereof to Mortgage and Mortgage shall promptly, at Mortgager's sole cost and expense, commence and diligently continue to restore, repent up to the three damaged or destroyed property as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

4.7 Value. Mortgager shall use its best efforts to prevent any act or thing which might materially at all adversally 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

if the Mortgaged Property is part of a condominium cooperative, phased development or other homeowing association.

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

prior written notice

4.10 Hold Hamiless. Mongagor shall, at Montgagor's sole cost and expense, save, indemnity and hold the hiorgagor's, as officers, officials, employees and agonys hamiless from any injury, claim, demand, suit, judgement, execution, liability, debt, damage or penalty (herein collectively rateries or as "Claims") affecting the Montgagor's Property, or the value of any of the Security Documents, arising out of, resulting from, or alleged to arise out of or result from, any first on or inaction by Montgagor, except as may be the 

4.11 Expenses, Mortgagor shall pay or reimburse Mortgagoe for all reasonable efforces; fees, reasonable costs and expenses page or incurred by Mortgagoe in arry action, proceeding or dispute of any kind in which Mortgagoe is made a party or appears us a party plainful 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 involving the Mortgaged Property, any action to protect the security hereof, or any proceeding in probate or bankruptcy, and any such amounts paid or incurred by Mortgages shall be "paid of as "Advances" in accordance

with Paragraph. 4, 15.
4.12: Payment of Indebtedness: Mortgagor shall timely pay and descharge the Indebtedness of any part thereof th accordance with the LYMP LEY. Conditions of the Agreement.

this Mortgage, and the Security Documents

Flood Disaster Protection Act. Mortgagee shall take all steps necessary to comply with the provisions of the Flood Disaster Protection / ct of 1973, as amended and, if required by Mortgagee. Mortgagor shall cause the Mortgaged Property to be insured pursuant to the provisions of such Act 4.14. First Mortgage. Mortgager shall comply with all terms, provisions, and conditions of the First Mortgage.

4.15 Advances. In the event Mortgagor, falls to perform any did required of Mortgagor by any of the Security Documents or to pay when due any on unit required to be paid by any of the Security Documents, Mortgagee may, but shull not be obligated to, make such payment or perform such act. Such payment or performance by Mortgagee shall not have the effect of curing any Event or Dissuit or of extending the tims for making any payment due hereunder or under the Agreement. All amounts so paid by Montgague, logether with all expenses incurred in connection therewith, shall be deemed advances ("Advances") under this Montgage, shall be immediately due and payable and shall be added to the Indebtedness. Advances shall bear interest form the date expended at the rate specified in the Agreement and shall be secured by this Montgage as though originally a part of the principal amount of the Indentedness

# ARTICLE V REGATIVE: COVENANTS

5. Negative Covenants

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

5.3. 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 cerillicate; or any law, ordinance, regulation or restrictive 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 thereor, that may be dangerous; unloss 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 perint any waste of the Mortgagod Property or make or permit to be made any material stlerations or additional to the Mortgagod 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 arising out of construction or operation thereof.

5.3 Replacement of Fixtures, Improvements and Personal Property. Mongagor shall not permit any of the Fixtures or Improvements to be removed at any time from the

Eard; without prior written consent of the Mongagee, unless actually replaced by an article of equal or greater suitability and value and owned by Mongagor 5.4 Other Liens. Mongagor shall not, without the prior written consent of Mongagee, create or permit to be created or to remain, any mongage, pledge, lien, encumbrance.

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

5.5 Transfer of Title. As a material inducement to Mortgage to make the loan evidenced by the Agreement and secured by this Mortgage, Mortgagor has made representations to Mortgagee concerning the abilities of the undersigned in constitucting, managing and operating the Mortgaged Property, which representations have been and will be sold, conveyed transfer alternate, pledge, encumber or permit to be sold, conveyed, transferrate, alternated, 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 Mortgaged's sole discretion, and if granted may be conditioned upon any successor of Mortgagor agreeing to 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 jerminates any now existing or future sales contract, Lease, or other agreement concerning the Mortgaged Property, Mortgagor will furnish Mortgagee with a copy of the executed contract, Lease or agreement within 15 days after the date of execution thereof.

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.
 Performance of Obligations. If Mortgagor defaults in the payment of the Indebtedness in accordance with the Agreements.
 Adverse Actions. If Mortgagor's actions or inactions adversely affects the Mortgagee's Property or Mortgagee's rights thereto and interest therein.

## ARTICLE VI

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

7.1.1 Acceleration: Mortgages may declare the unpaid portion of the Indebtedness to be immediately due and payable, without further notice or demand feach of which is expressly waived by Mortgages), whereupon the Indebtedness shall become immediately due and payable, anything in the Agreement or in the Security Documents to the contrary individuality for which that the unpaid portion of the Indebtedness shall be immediately and automalically due and payable without action of any kind on pair of the Mortgages.

pair of the Mortgages. Wortgages, with or without entry, personally or by its agents or attorneys, insolar as applicable, may:

7.1/2 Enforcement of Mortgages. Wortgages, with or without entry, personally or by its agents or attorneys, insolar as applicable, may:

(a) sell the Mortgaged Property and all estate, right, title, and interest, claim and demand therein, and right of redemption thereof, to the extent permitted by and (a) sell the Mortgaged Property and all estate, right, title, and interest as may be required or pursuant to the procedures provided by law, as 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; ltuté proceedings for the complete toroclosure of this Morlgage;

(b) institute proceedings for the complete foreclosure of this 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 this Mortgage, or in aid of the execution of any power herein granted, or for any foreclosure herefunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgages shall efect; and/or
(d) enforce this Mortgage in any manner permitted under the laws of the State of Illinois.

7.1.3 Receiver. Mortgages may apply to the court in which a proceeding is pending for the enforcement of this Mortgage have a receiver appointed to enter upon and take possession of this Mortgaged Property; collect the rents and profils 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 is have all of strict right without regard to the value of the occur in the Mortgaged Property or the solvency of Mortgage. The reasonable expenses, including receiver's lee, counsel's fees, costs and agent's commission, incurred pursuant to the powers herein contained shall be secured hereby.

permitted under the laws of the security of the Mortgaged Property or the solvency of Mortgagor. The reasonable expenses, including receiver's led, counsel's fees, costs and agent's commission, incurred pursuant to the powers herein contained shall be secured hereby.

7.2 Other. If Mortgager index apply able law.

7.3 Remedies Cumulative and concurrent and may be pursued separately, successively of too their against Mortgager. Guaranter or the Mortgaged Property, or any one of them, at the sole discretion of Mortgages and may be pursued separately, successively of the Security Documents shall be cumulative and concurrent and may be pursued separately, successively of the against Mortgager. Guaranter or the Mortgaged Property, or any one of them, at the sole discretion of Mortgages, and may be exercised as often as pocessively filtering or a faile, all, to the maximum extent permitted by applicable laws, rules and regulations. If Mortgager educations or this Mortgage or the Agreement. Mortgager may at any time cases proceeding under such right or remedy and proceed under any other right or remedy under this Mortgage or the Agreement. The fully to exercise any succh right or remedy shall in no even the construed as a waiver or release thereof. Nothing in the Agreement. Nothing in the Agreement. The fully to exercise any succh right or remedy shall in no even the construed as a waiver or release thereof. Nothing in the Agreement. The fully to exercise any succh right or remedy shall in no even the construed as a waiver or release thereof. Nothing in the Agreement. The fully to exercise any succh right or remedy shall in no even the construed as a waiver or release thereof. Nothing in the Agreement. The fully to exercise any succh right or remedy shall in no even the construed as a waiver or release thereof. Nothing in the Agreement. The fully to exercise any succh right or remedy shall not not construed by writing in a contract or release thereof. Nothing in the Agreement of a judgment or decree of laredosure and

in writing by Mortgagee...
7 6 Waiver of Redemption, Notice and Marshalling. Mortgagor her by recess and releases, to the maximum extent permitted by the laws of the State of tilinois:

(a) all benefit that might accrue to Mortgagor by virtue of any precess requiring the Mortgagor Property, or any part of the proceeds arising from any sale thereof, from stactment, levy or sale on execution, or providing or any appraisament, 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 C comments, all notices of Mortgager's default or of Mortgager's election to exercise, or Mortgager's actual exercise or any option to remedy under the Agleement or the Security Documents; and

igages actual exercise or any opinot to remeasurance the Agreement of the Stating Documents; and
(c) any right to have the Mongaged Property marshalled;
provided that if any of the rights waived by Mortgager in this paragraph affect or extend the fine for sale or the Mongaged Property, affect Mongageo's rights to enforce this Mongage or affect the Mongageo's right to redeem, Mongageo shall have the right to elect to iccopt or reject the waiver of such right by Montgager, and such election may be made by Mongageo's it the lime of or at any time-prior to the entry of a decree or judgenes it of foreclosure in the court in which this Montgaged is being foreclosure.

7.7 Discontinuance of Proceedings in case Mortgages shall have proceeded to enforce any right under any of the Socurity Documents and such proceedings shall have been discontinued or abandoned for any reason, then in every such case, Mortgager and Mortgag explained to their former positions and the rights, remedies and powers of Mortgage's shall continue as it 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 to such taking shall be paid to Mortgaged 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. Evryst 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 Focum into shall survive the making of the loan and the execution and delivery of the Agreement, and shall continue in full lorce and effect until the Indebtedness shall have loan use in full.

9.2 Further Assurances. Mortgagor shall, upon the reasonable request of Mortgagoe, execute, acknowledge and deliver such further listricing, 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

a declaration of no sel-oil) 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 liens thereof any property intended by the terms thereof, to be covered thereby and any renewals, additions, substitutions, replacements there of the terms thereof. It which constructive notice must be given to protect Mortgages shall, at Mortgager's sole cost and expense, cause those Security Documents and all supplements there of the which constructive notice must be given to protect Mortgage, at all times to be recorded and filed, and re-recorded and re-liked, in such manner and in such places as Mortgage, scall reasonably request, and shall pay all such recording, filing, re-recording, re-litting taxes, fees and other charges to the maximum extent permitted by the laws of the Sale of Illinois.

9.4 Loan Expenses, Mortgager shall pay all applicable costs, expenses and fees sat forth in the Agreement.

9.5 No Representation by Mortgagee. By accepting or approving anything required to be observed, performed or fulfilled, or to be given to Mortgage, pursuant to this Mortgage or the commitment, including (but not limited to) any officer's certificate, believes thereby all feet the same, or of any form, provision or contribute thereof. Mortgage shall not be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal affect of the same, 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 Mortgages.

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

set forth herein. 9.7 Waiver of Homestead. Montgagor covenants that the Montgagod Property is not occupied as a homestead and waives all rights and benefit which Montgagor 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 Mongagor provided for in this Montgago 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:

If to the Monanger

Joseph F. Basile			
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# **UNOFFICIAL COPY**

If to the Mortgages

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

9.9 Covenants Running With the Land. All covenants contain ned in this Mortgage shall run with the Land.

9.10 Successors and Assigns of this Mortgage shall apply to and be binding upon, and inure to the benefit of, the successors and dissigns of Mortgagor and M other than as expressly permitted by this Mortgageo.

9.11 Multiple Mortgagors. Montgagor's covenants and agreements hereunder shall be joint, several and primary. Any Mortgagor 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 a not personally obligated to pay the Indebtedness; and (c) agrees that Mortgagee and any other Mortgagor may agree to extend, modify, forebear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Mongagor's consent

9.12 Severability, in case any due of the Ofdigations of 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 Obligations or provisions of this Mortgage shall be in no way affected, prejudiced or disturbed thereby.

9.13 Modification. This Mortgage may not be changed, waived, discharged or terminated draily, but only by an instrument or instruments in writing, signed by the party

against which enforcement of the change, waiver, discharge or termination is assorted,

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 Mortgage or array of the Security Mortgage of any of the terms and provisions of this Mortgage or array of the Security Documents shall not be deemed to be a waver of any of the terms or provisions of this Mortgage or any of the Security Documents, and Mortgages shall have the right themselve to insist upon strict performance by Mortgager of any and all of them.

9.16 Haadings. The Afficie headings and the section and subsection entitlements hereof are inserted for convenience of reference only, and shall in no way after or modify the text of such afficies, so and subsections. 9.17. Riders, if one o' a one riders are attached to and made a part of this Mongage, the covenants and agreements for each such rider shall be incorporated into and shall amond and supplement the covenants and agreements of this Mongage. IN WITNESS WHEREOF, the Mengagor has executed this instrument the day and year linst Joseph F. Barile Beaile Gene A. Buidies Second User President \*\*Gail Basile is signing this mortgage" This document was prepared by and upon recording please in a toto • Margenn Philipps C/O disclaim, and release all rights and benefits any, under or by virtue of the Examption American Metional Bank of Lansing of the State of Illinois dealing with 3115 Ridge Road, Lansing. ads, Marriage and Dissolution of Marriage Act and to subordinate all equitable interest in the property, if any, to the lian STATE OF ILLINOIS of this mostgage. COUNTY OF COOK Lory I, a Nurry Public in and said County in the State aforesaid, DO HEREBY CERTIFY THAT AND RICH F. R. S. Le. artis Bassle known to me to be the same persons whose names are subscribed to the loregoing instrument, appeared before me this day in person and acknowledged that if known to me to be the same persons whose realizes are substituted to the uses and purposes therein set to the uses and the uses are the uses and the uses and the uses and the uses are the uses and the uses are the uses and the uses are the u GIVEN under my hand and Notwial Seal this Notary Pub My Commission Expires PUCEAL SEAL MARGEAU A. PHIPPS Notary Public, State of Illinois My Commission Expires 10-2-91

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