

UNOFFICIAL COPY

3968023

Brian Morgan a/k/a Brian M. Morgan
Lynn J. Morgan a/k/a Lynn Ann Morgan
6356 N. Indian Road
Chicago, Il. 60646
MORTGAGOR
"I" includes each mortgagor above.

This instrument was prepared by
(Name) Dolores M. Boryca
(Address) 2021 Spring Road, Oak Brook, Il. 60521
OAK BROOK BANK
OAK BROOK, ILLINOIS 60522
MORTGAGEE
"You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, Brian Morgan a/k/a Brian M. Morgan and Lynn J. Morgan a/k/a Lynn Ann Morgan, His wife mortgage and warrant to you to secure the payment of the secured debt described below, on May 13, 1991 the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").
PROPERTY ADDRESS: 6356 N. Indian Road Chicago Illinois 60646
(Street) (City) (Zip Code)

LEGAL DESCRIPTION:
LOT THIRTY FIVE (except Southeasterly Half (1/2) thereof) - - - - - (35)
LOT THIRTY SIX - - - - - (36)
In William Zelosky's First Addition to Park View Crest, being a Subdivision of parts of Lots 5 and 6 and all of Lot 8 in Assessors' Subdivision of the North East Quarter (1/4) and part of the North West Quarter (1/4) of Fractional Section 5, Township 40 North, Range 13, East of the Third Principal Meridian.

NOTE IDENTIFIED

PIN: 13 05 109 005

3968023

AFTER RECEIVING RETURN TO:
OAK BR #14 BANK
2021 SPRING ROAD
OAK BROOK, ILL. 60522
ATTN: LOAN OPERATIONS

located in Cook County, Illinois.
TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.):

Future Advances: All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

Revolving credit loan agreement dated May 13, 1991 with initial annual interest rate of 9.00%. All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on May 13, 1996 if not paid earlier. The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of Twenty Five Thousand and no/100 Dollars (\$ 25,000.00), plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation. A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.
 Commercial Construction

SIGNATURES
Brian Morgan a/k/a Brian M. Morgan
Lynn J. Morgan a/k/a Lynn Ann Morgan

ACKNOWLEDGMENT: STATE OF ILLINOIS, DuPage County ss:
The foregoing instrument was acknowledged before me this 13th day of May, 1991 by Brian Morgan a/k/a Brian M. Morgan and Lynn J. Morgan a/k/a Lynn Ann Morgan, his wife

Corporate or Partnership Acknowledgment of a [Name of Corporation or Partnership] on behalf of the corporation or partnership.
My commission expires: (Seal) DOLORES M. BORYCA NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 7/17/92 Dolores M. Boryca (Notary Public)

UNOFFICIAL COPY

THE STATE OF ILLINOIS DEPARTMENT OF REVENUE

1991 MAY 21 PM 1:15
CAROL ROSS BY BEAHN
REGISTRAR OF TITLES

5965

CHICAGO TITLE INS. CO.
988851

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03966023

1. Payments: I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment and the secured debt is paid in full.

2. Claims against Title: I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.

3. Insurance: I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as I own the property.

4. Property: I will keep the property in good condition and make all repairs reasonably necessary.

5. Expenses: I agree to pay all your expenses, including those attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 15 of this mortgage.

6. Default and Acceleration: If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any other instrument secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.

7. Assignment of Rents and Profits: I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and return the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to real estate agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.

8. Waiver of Homestead: I hereby waive all right of homestead exemption in the property.

9. Leaseholds, Condominiums, Planned Unit Developments: I agree to comply with the provisions of any lease if this mortgage is on a leasehold, leasehold, or the condominium or a planned unit development. I will perform all of my duties under the covenants, by laws, or regulations of the condominium or planned unit development.

10. Authority of Mortgagee to Perform for Mortgagee: If I fail to perform any of my duties under this mortgage, you may perform the duties of the mortgagee or not carried on in a reasonable manner. You may do whatever is necessary to protect your security interest in the property. The duties include completing the construction.

11. Inspection: You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.

12. Condemnation: I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.

13. Waiver: By exercising any remedy available to you, you do not waive your right to later consider, in event a default if it happens again, remedy if I default, you do not waive your right to later use any other remedy. By not exercising any

14. Joint and Several Liability, Co-signers, Successors and Assigns: All duties under this mortgage are joint and several. If I co-sign this mortgage but do not sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

15. Notice: Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage or to any other address which you have designated.

16. Transfer of the Property or a Beneficial Interest in the Mortgage: If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand that I make payment if the mortgage is not a natural person and a beneficial interest in the mortgage is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.

17. Release: When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

Property of Chicago Title Insurance Co.

ACKNOWLEDGMENT: STATE OF ILLINOIS
 The foregoing instrument was acknowledged before me this 13th day of May, 1991
 by Brian Morgan a/k/a Brian M. Morgan and Lynn J. Morgan a/k/a Lynn Ann Morgan, his wife
 of Chicago, Illinois
 My commission expires: July 1, 1992
 on behalf of the corporation or partnership:
 (Name of Corporation or Partnership)
 (Title)

SIGNATURES
Brian Morgan a/k/a Brian M. Morgan
Lynn J. Morgan a/k/a Lynn Ann Morgan

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.
 Commercial Construction
 Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation. A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.
 The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of Twenty Five Thousand and no/100 Dollars (\$ 25,000.00), plus any disbursements made for the payment of taxes, special assessments, or insurance of the property, with interest on such disbursements.
 Revolving credit loan agreement dated May 13, 1991 with initial annual interest rate of 9.00%. All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.
 Future Advances: All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof):
 SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and located in Cook County, Illinois.

AFTER RECEIVING RETURN TO:
 OAK BROOK BANK
 2021 SPRING ROAD
 OAK BROOK, ILL. 60522
 AT THE BANK OPERATIONS

3968023

PIN: 13 05 109 005

LEGAL DESCRIPTION:
 In William Zerk's First Addition to Park View Crest, being a Subdivision of parts of Lots 5 and 6 and all of Lot 8 in Assessors' Subdivision of the North East Quarter (1/4) and part of the North West Quarter (1/4) of Fractional Section 5, Township 40 North, Range 13, East of the Third Principal Meridian. LOT THIRTY FIVE (except Southeastly Half (1/2) thereof) (35) LOT THIRTY SIX (36)

NOTE IDENTIFIED

REAL ESTATE MORTGAGE: For value received, I, Brian Morgan a/k/a Brian M. Morgan and Lynn J. Morgan a/k/a Lynn Ann Morgan, his wife, mortgage and warrant to you to secure the payment of the secured debt described below, on May 13, 1991, the real estate described below and all rights, easements, appurtenances, rents, leases and existing improvements and fixtures (all called the "property").
 PROPERTY ADDRESS: 6356 N. Indian Road Chicago Illinois (City) 60646 (Zip Code)

MORTGAGEE OAK BROOK BANK OAK BROOK, ILLINOIS 60522	MORTGAGOR Brian Morgan a/k/a Brian M. Morgan Lynn J. Morgan a/k/a Lynn Ann Morgan Chicago, IL 60646 6356 N. Indian Road 6356 N. Indian Road Lynn J. Morgan a/k/a Lynn Ann Morgan Brian Morgan a/k/a Brian M. Morgan
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This instrument was prepared by Dolores M. Borjka (Name)
2021 Spring Road, Oak Brook, IL 60521 (Address)

3968023

UNOFFICIAL COPY

COVENANTS

- 1. Payments.** I agree to make all payments on the secured debt when due. Unless we agree otherwise in writing, payments shall be made from the net for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal) and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
- 2. Claims against Title.** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
- 3. Insurance.** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as sole payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, with your consent, to either the repair, loss or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
- 4. Property.** I will keep the property in good condition and make all repairs reasonably necessary.
- 5. Expenses.** I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any other mortgage secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
- 6. Default and Acceleration.** If I fail to make any payment when due or break any covenants under this mortgage, any other mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
- 7. Assignment of Rents and Profits.** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession of and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including agent costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
- 8. Waiver of Homestead.** I hereby waive all right of homestead exemption in the property.
- 9. Leaseholds; Condominiums; Planned Unit Developments.** I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If the mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, bylaws or regulations of the condominium or planned unit development.
- 10. Authority of Mortgagee to Perform for Mortgagee.** If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.
Your failure to perform will not preclude you from exercising any of your other rights under the law of this mortgage.
Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.
- 11. Inspection.** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
- 12. Condemnation.** I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
- 13. Waiver.** By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.
- 14. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** All duties under this mortgage are joint and several. If I sign for this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.
The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.
- 15. Notice.** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front cover of this mortgage, or to any other address which you have designated.
Any notice shall be deemed to have been given to either of us when given in the manner stated above.
- 16. Transfer of the Property or a Beneficial Interest in the Mortgage.** If all or any part of the property, or any interest in it, is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgage is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
- 17. Release.** When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

1987 MAY 29 PM 1:14
0396603
REGISTRAR OF TITLES
CAROL FOGELER BRAUN
COMMUNICATOR

Subj: 0396603
Address: _____
Promote: _____
Default: _____
Admin: _____
0396603
Date: _____
Address: _____
Notice: _____

CHICAGO TITLE INS. CO.
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