

NOTE IDENTIFIED

144 U680 73/305Z

[Handwritten signature]

THIS MORTGAGE ("Mortgage") is made on July 2, 1991. The mortgage is a promissory note executed and delivered to Lender as set forth in the following described property located in Cook County, Illinois:

in the subdivision of Lots 19 to 30 both inclusive a subdivision of the West 1/2 of the Northwest 1/4 and the Southwest 1/4 of Section 9, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Address: 554-55 W. 103rd St., Chicago, IL 60628
 PIN: 25-09-328-021-0000
 ("Property Address")

TOGETHER WITH all the improvements of every nature whatsoever now or hereafter situated on the foregoing described property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures and personal property now or hereafter a part of the foregoing described property. All replacements and additions shall also be covered by this mortgage. All of the foregoing is hereafter referred to in this mortgage as the "Mortgaged Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the mortgaged property and that the mortgage accepted by Lender as exceptions except for those permitted encumbrances accepted by Lender as exceptions to the ALTA Loan Title Insurance Policy delivered to and accepted by Lender in connection with the closing of the transaction creating the indebtedness secured by this mortgage ("permitted Encumbrances"). Borrower warrants and will defend generally the title to the mortgaged property against all claims and demands, subject to any encumbrances of record that are of record prior to the date hereof and are contained in a title commitment given to Lender.

BORROWER FURTHER AGREES, COVENANTS WITH AND REPRESENTS TO LENDER as of the date hereof and until the indebtedness is paid in full and all other obligations of Borrower under this mortgage and of Borrower under the Loan Documents are performed in full, as follows:

1. Payment of principal and interest; prepayment and late charges. Borrower shall (a) promptly pay when due the principal and the interest on the debt and any other indebtedness evidenced by or required to be paid pursuant to the Note, including any prepayment and late charges due under the Note; and (b) punctually perform and observe all of the requirements of this mortgage and the Loan Documents, including, but not limited to (i) the loan application of Borrower; (ii) Lender's loan commitment dated June 13, 1991; (iii) the application and commitment, if any, between Borrower and any assignee of Lender and relating to the loan evidenced by the Note and secured hereby; and (iv) any modifications or amendments to any of the foregoing.

2. Funds for Taxes and Insurance. Subject to applicable law or at the option of the Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attach priority over this mortgage; (b) yearly leasehold payments or ground rents on the mortgaged property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds in the hands of current data and reasonable

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5. No further encumbrances. Borrower shall not, without the prior written consent of Lender, create, suffer or permit to be created or to exist any mortgage, deed of trust, security interest, or other encumbrance of any kind whatsoever upon all or any part of the mortgaged property, whether junior, secondary or subordinate or senior or prior to the lien of the mortgage, other than impositions not yet due and the

thereon, to discharge the lien. Judgment, to pay in full the amount, including interest and penalties other security acceptable to Lender that is sufficient in Lender's Lender may from time to time in writing designate, a sum of money or paragraph 4(b), Borrower shall deposit with Lender, at such place as the giving of notice. Prior to initiating any contest pursuant to this or take one or more of the actions set forth above within 10 days from Borrower a notice identifying the lien. Borrower shall satisfy the lien a lien which may attain priority over this mortgage, Lender may give Lender determines that any part of the mortgaged property is subject to satisfactory to Lender subordinating the lien to this mortgage. If property; or (c) secures from the holder of the lien an agreement enforcement of the lien or forfeiture of any part of the mortgaged legal proceedings which in the Lender's opinion operate to prevent the diligence the lien by, or defends against enforcement of the lien in, acceptable to Lender; (b) contests in good faith and with reasonable writing to the payment of the obligation secured by the lien in a manner which has priority over this mortgage unless Borrower: (a) agrees in Borrower shall promptly discharge any lien, charge or encumbrance

4. Payment of expenses; lien. Borrower shall pay when due all taxes, assessments, charges, fines, impositions, and other operating costs and expenses attributable to the mortgaged property which may attain priority over this mortgage, including leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or it not paid in that manner, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph 4. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid under

3. Application of payments. Unless applicable law provides otherwise all payments received by Lender under paragraphs 1 and 2 hereof shall be applied as follows: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

Upon payment in full of all sums secured by this mortgage, Lender shall return to Borrower any funds held by Lender. If under paragraph 23 hereof the mortgaged property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the mortgaged property or its acquisition by Lender, any funds held by Lender at the time of application as a credit against the sums secured by this mortgage.

If the amount of the funds held by Lender, together with the future monthly payments of funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be at Lender's option either repaid to Borrower or credited to Borrower on monthly payments of funds. If the amount of the funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall, upon demand, pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

The funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the funds to pay the escrow items. Lender shall not be required to pay Borrower any interest or earnings on the funds. Lender shall give to Borrower, without charge, an annual accounting of the funds showing credits and debits to the funds and the purpose for which each debit to the funds was made. The funds are pledged as additional security for the sums secured by this mortgage and shall not be subject to the direction or control of Borrower. Upon a default under this mortgage, Lender may, at its option, apply any funds on hand to the sums secured by this mortgage in such order and manner as Lender may elect.

estimates of future escrow items.

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7. Preservation and Maintenance of Mortgaged Property; Leaseholds. Borrower shall not destroy, damage, substantially change or abandon the Mortgaged Property, allow the Mortgaged Property to deteriorate or commit waste. If this Mortgage is on a leasehold, Borrower shall comply with all of the provisions of the lease, and if Borrower acquires fee title to the Mortgaged Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 hereof or change the amount of the payments. If the Mortgaged Property is acquired by Lender pursuant to paragraph 23 hereof, Borrower's right to any insurance policies and proceeds resulting from damage to the Mortgaged Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

Lender may, in its sole discretion, elect to apply the proceeds of insurance policies consequent upon any casualty either (a) to reduce the sum secured by this Mortgage; or (b) to reimburse Borrower for the cost of repairing or replacing the Mortgaged Property, if restoration or repair is economically feasible and Lender's security is not lessened. In the event Lender applies the proceeds of insurance policies to the sum secured by this Mortgage and such proceeds do not discharge that indebtedness in full, the entire sum secured by this Mortgage shall become immediately due and payable with interest thereon at the default rate specified in the Note. Whether or not insurance proceeds are made available to Borrower, and if restoration or repair of the Mortgaged Property is economically feasible, Borrower shall restore or repair the improvements, to be of at least equal value, and of substantially the same character as prior to such casualty, all to be effected in accordance with plans, specifications and procedures approved in advance by Lender, and Borrower shall pay all costs of such restoring or repairing. If Borrower abandons the Mortgaged Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Mortgaged Property or to pay the sum secured by this Mortgage, whether or not then due.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause and standard waiver of subrogation endorsements. Lender shall have the right to hold the policies and renewals. Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance policies shall provide that the coverage shall not be terminated or materially modified without thirty (30) days' advance written notice to Lender, and shall provide that no claims shall be paid thereunder without ten (10) days' advance written notice to Lender.

6. Insurance Coverage. Borrower shall keep the improvements now existing or hereafter erected on the Mortgaged Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender may from time to time require insurance. This insurance shall be maintained in such amounts, with such limits, and for the periods that Lender may from time to time require. Lender may also require Borrower to obtain and maintain comprehensive general liability insurance in an amount not less than five hundred thousand and No/100 Dollars (\$500,000.00) and rental or business interruption insurance in amounts sufficient to pay, for a period of up to one (1) year, all amounts required to be paid by Borrower pursuant to the Note and this Mortgage. The insurance carriers providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

To the extent the Lender so consents to any further encumbrances, Borrower shall perform all of its obligations with respect to such encumbrances, including without limitation payment when due of all principal, interest and other indebtedness secured thereby. Borrower shall also furnish Lender with copies of all notices received, immediately upon Borrower's receipt of such notices, from the holders of such encumbrances claiming the existence of a default thereunder or giving notice of a condition which with the passage of time would give rise to a default thereunder.

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11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify

the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 hereof or change

Mortgage, whether or not then due. If the mortgaged property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condempnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the mortgaged property or to the sums secured by this

by Borrower to Lender. Any balance shall be paid to Borrower. Immediately before the taking, and such amount shall promptly be paid divided by (b) the fair market value of the mortgaged property, the total amount of the sums secured immediately before the taking, (a) agrees in writing, the sums secured by this Mortgage shall be reduced by taking of the mortgaged property, unless Borrower and Lender otherwise then due, with any excess paid to Borrower. In the event of a partial shall be applied to the sums secured by this Mortgage, whether or not In the event of a total taking of the mortgaged property, the proceeds

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of all or any part of the mortgaged property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Borrower shall immediately notify Lender of the actual or threatened commencement of any proceedings in respect of the condemnation or other taking of all or any part of the mortgaged property and shall deliver to Lender copies of all papers served in connection with any such proceedings.

9. Inspection. Borrower shall permit Lender or Lender's representative (a) to make reasonable entries upon and inspections of the mortgaged property and (b) to inspect and audit all records relating to the mortgaged property, including all leases, rent rolls or related reports, for the purpose of determining whether Borrower is in compliance with the provisions of the Note, this Mortgage, or the Loan documents.

If Lender required mortgage insurance as a condition of making the loan secured by the Mortgage, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender under this paragraph 8 shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Default Rate (as that term is defined in the Note) and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Protection of Lender's Rights in the Mortgaged Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the mortgaged property (such as a proceeding in bankruptcy, probate, or condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the mortgaged property and Lender's rights in the mortgaged property. Lender's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the mortgaged property to make repairs. Although Lender may take action under this paragraph 8, Lender does not have to do so.

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amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 19. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the mortgaged property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent.

13. Subordination of Mortgage to Leases. At the option of Lender, this Mortgage shall become subject and subordinate, in whole or in part, but not with respect to priority of entitlement to insurance proceeds or any award in any condemnation proceeding, to any and all leases of all or any part of the mortgaged property upon the execution by Lender and recording thereof at any time, in the Office of the Recorder for the county in which the mortgaged property is situated, of a unilateral declaration to that effect.

14. Loan charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender at its sole option may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

15. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note, this Mortgage or the Loan Documents unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 23. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 19.

16. Notices. Any notice to Borrower provided for in this Mortgage shall be in writing and shall be given by delivering it by hand or by depositing it at any main or branch United States post office with postage prepaid for delivery thereof via certified or registered mail, return receipt requested, unless applicable law requires use of another method. The notice shall be directed to the property address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be in writing and shall be given by delivering it by hand or by depositing it at any main or branch United States post office with postage prepaid for delivery thereof via certified or registered mail, return receipt requested, unless applicable law requires use of another method. The notice shall be directed to the property address or any other address Borrower designates by notice to Lender. Any notice to Lender when given as provided in this paragraph.

17. Governing Law; Severability. This Mortgage shall be governed by Federal law and the law of the jurisdiction in which the mortgaged property is located. In the event that any provision or clause of this Mortgage, the Note or the Loan Documents conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage, the Note or the Loan Documents which can be given effect without the conflicting provision. To this end the provisions of this Mortgage, the Note or the Loan Documents are declared to be severable.

18. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Mortgage.

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19. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the mortgaged property or any interest in it is sold or transferred (or if any beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

20. Assignment of Rents and Leases. All right, title, and interest of Borrower in and to all leases, and other agreements or documents evidencing the rents, now or hereafter in effect and any and all deposits held as security under such leases, agreements or documents, together with all of the rents from, due or arising out of the mortgaged property, have been transferred and assigned simultaneously herewith to Lender as further security for the payment of indebtedness secured hereby under the provisions of that certain instrument entitled "Assignment of Rents and Leases" ("Assignment of Rents") of even date herewith executed by Borrower and to be recorded simultaneously herewith, the terms, covenants, and conditions of which are hereby expressly incorporated herein by reference and made a part hereof, with the same force and effect as though the same were more particularly set forth herein. All future leases affecting the mortgaged property shall be submitted by Borrower to Lender for its approval prior to the execution thereof.

21. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Mortgage discontinued at any time prior to the earlier of: (a) 5 days before sale of the mortgaged property pursuant to any power of sale contained in this Mortgage; or (b) entry of a judgment enforcing this Mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Mortgage, the Note and the Loan Documents had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's rights in the mortgaged property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by Borrower, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 15 or 19 hereof.

22. Events of Default. Any of the following shall constitute an "Event of Default" under this Mortgage:

(a) Non-Payment. A default shall occur in the payment of any installment of principal, interest or combined principal and interest pursuant to the Note, or in the payment of any other amount coming due under the Note, this Mortgage or the Loan Documents and in any of such events such default shall continue for five (5) days;

(b) Non-Performance; Failure or Inaccuracy of Representations. A default shall occur in the observance or performance of any other covenant, agreement or obligation of Borrower contained in the Note, this Mortgage or the Loan Documents or any other instrument given at any time as security for payment of the indebtedness; or any representation or statement made in this Mortgage or any representation, warranty or statement made in the Loan Documents or in any other document or material furnished to Lender by or on behalf of Borrower in connection with the loan proves to be false or inaccurate in any material respect as of the date of making or issuance thereof;

(c) Sale, Transfer or Encumbrance. Borrower without the prior written consent of Lender, shall (i) sell, convey, lease with an option

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(f) Borrower, any beneficiary of Borrower, any guarantor of all or any portion of the indebtedness secured by this mortgage or, if any beneficiary of Borrower is a partner in a partnership, any of such beneficiaries in the appointment of a trustee, receiver or other custodian for such person or any property of such person or makes a general

(g) Borrower, any beneficiary of Borrower, any guarantor of all or any portion of the indebtedness secured by this mortgage or, if any beneficiary of Borrower is a partner in a partnership, any of such beneficiaries in the appointment of a trustee, receiver or other custodian for such person or any property of such person or makes a general

(h) Borrower, any guarantor of all or any portion of the indebtedness secured by this mortgage or, if any beneficiary of Borrower is a partner in a partnership, any of such beneficiaries in the appointment of a trustee, receiver or other custodian for such person or any property of such person or makes a general

(i) Borrower, any guarantor of all or any portion of the indebtedness secured by this mortgage or, if any beneficiary of Borrower is a partner in a partnership, any of such beneficiaries in the appointment of a trustee, receiver or other custodian for such person or any property of such person or makes a general

(j) Borrower, any guarantor of all or any portion of the indebtedness secured by this mortgage or, if any beneficiary of Borrower is a partner in a partnership, any of such beneficiaries in the appointment of a trustee, receiver or other custodian for such person or any property of such person or makes a general

(k) Borrower, any guarantor of all or any portion of the indebtedness secured by this mortgage or, if any beneficiary of Borrower is a partner in a partnership, any of such beneficiaries in the appointment of a trustee, receiver or other custodian for such person or any property of such person or makes a general

(l) Borrower, any guarantor of all or any portion of the indebtedness secured by this mortgage or, if any beneficiary of Borrower is a partner in a partnership, any of such beneficiaries in the appointment of a trustee, receiver or other custodian for such person or any property of such person or makes a general

(m) Borrower, any guarantor of all or any portion of the indebtedness secured by this mortgage or, if any beneficiary of Borrower is a partner in a partnership, any of such beneficiaries in the appointment of a trustee, receiver or other custodian for such person or any property of such person or makes a general

(n) Borrower, any guarantor of all or any portion of the indebtedness secured by this mortgage or, if any beneficiary of Borrower is a partner in a partnership, any of such beneficiaries in the appointment of a trustee, receiver or other custodian for such person or any property of such person or makes a general

(o) Borrower, any guarantor of all or any portion of the indebtedness secured by this mortgage or, if any beneficiary of Borrower is a partner in a partnership, any of such beneficiaries in the appointment of a trustee, receiver or other custodian for such person or any property of such person or makes a general

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25. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay any recordation costs.

24. Lender in Possession. Upon acceleration under paragraph 23 or abandonment of the Mortgaged Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Mortgaged Property and to collect the rents of the Mortgaged Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Mortgaged Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

23. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following an event of default or Borrower's breach of any covenant or agreement in this Mortgage (but not prior to acceleration under paragraphs 19 and 20 hereof unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Mortgaged Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and shall have the right to foreclose the lien hereof in accordance with the Illinois Mortgage Foreclosure Act, Ill. Rev. Stat. Ch. 110 para. 15-101, et. seq. (1987), and to exercise any other remedies which Lender may have at law in equity or otherwise. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 23, including but not limited to, reasonable attorneys' fees and costs of title evidence.

(vii) Borrower, any beneficiary of Borrower, any guarantor of all or any portion of the indebtedness secured by this mortgage or, if any beneficiary of Borrower is partnership, any one of such beneficiary's general partners takes any action to authorize, or in furtherance of, any of the foregoing.

(vi) A writ or warrant of attachment or similar order shall be issued by any court or any governmental authority against all or a substantial portion of the property of Borrower, any beneficiary of Borrower, any guarantor of all or any portion of the indebtedness secured by this mortgage or, if any beneficiary of Borrower is a partnership, any of such beneficiary's general partners; or

(v) Any bankruptcy, reorganization, debt arrangement, composition, readjustment, dissolution, liquidation or other case or proceeding is commenced under any federal, state or other bankruptcy or insolvency law in respect of Borrower, any beneficiary of Borrower, any guarantor of all or any portion of the indebtedness secured by this mortgage or, if any beneficiary of Borrower is a partnership, any one of such beneficiary's general partners and, if such case or proceeding is not commenced by Borrower, any beneficiary of Borrower or general partner of a beneficiary of Borrower, as the case may be, it is consented to or acquiesced in by the person or persons against which the same was commenced or remains undischarged for thirty (30) days;

(iv) In the absence of any application, consent or acquiescence, a trustee, receiver or other custodian is appointed for Borrower, any beneficiary of Borrower, any guarantor of all or any portion of the indebtedness secured by this Mortgage or, if any beneficiary of Borrower is a partnership, any of such beneficiary's general partners or is appointed for a substantial part of the property of such persons and in any of such events such trustee, receiver or other custodian is not discharged within thirty (30) days;

assignment for the benefit of creditors;

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32. Additional amounts secured. At all times, regardless of whether

31. Borrower, within seven days after being so requested by Lender, shall furnish a written statement, sworn to by Borrower, a beneficiary or an authorized financial officer or other representative of such beneficiary, duly acknowledged and otherwise in a form satisfactory to Lender, setting forth the amount of the indebtedness secured by this mortgage the date to which interest has been paid; stating either that no offsets or defenses exist against the indebtedness secured hereby or, if such offsets or defenses are alleged to exist, the nature thereof; and covering such other matters as Lender may reasonably require.

30. Lender's right of subrogation. Should the proceeds of the loan made by Lender to Borrower, or any part thereof, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon the mortgaged property or any part thereof, then Lender shall be subrogated to such other lien or encumbrance and to any additional security held by the holder thereof and shall have the benefit of the priority of all the same.

Condominium Rider Planned Unit Development Rider
 Other(s) [specify]

29. Riders to this mortgage. If one or more riders are executed by Borrower and recorded together with this mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this mortgage as if the rider(s) were a part of this mortgage. [Check applicable box(es)]

28. Business Loan. The proceeds of the Note will be used for the purposes specified in III, Rev. Stat. Ch. 17, para. 6404 (1987), and the principal obligation secured hereby constitutes a "business loan" coming within the definition and purview of said section.

27. Waiver of July 21. BORROWER HEREBY WAIVES A TRIAL BY JURY ARISING IN ANY ACTION, INCLUDING OR COUNTERCLAIM BETWEEN THE PARTIES HERETO, OR THEIR SUCCESSORS OR ASSIGNS, OF ANY AND ALL ISSUES ARISING UNDER OR CONNECTED WITH THIS MORTGAGE, THE NOTE, OR THE LOAN DOCUMENTS, OR ANY OF THE PROVISIONS IN ANY SUCH DOCUMENTS. *July 21* Borrower's initials.

26. Waiver of Right of Redemption and Similar Rights. Borrower hereby waives for Borrower, its heirs, devisees, representatives, vendees, successors and assigns and for any and all persons beneficially interested in or otherwise claiming any interest in the mortgaged property, to the maximum extent permitted by law, all rights of reinstatement, redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the indebtedness and marshaling in the event of foreclosure of the liens hereby created. If any such law in effect, or which Borrower, its beneficiaries, its heirs, devisees, representatives, successors and assigns or any other person might take advantage despite this paragraph 26 shall hereafter be repealed or ceased to be enforced, such law shall not thereafter be deemed to preclude the applications of this paragraph 26.

Borrower as a land trustee) and releases for Borrower (and its beneficiaries) if Borrower is a land trustee) its heirs, devisees, representatives, vendees, successors and assigns and for any and all persons beneficially interested in or otherwise claiming any interest in the mortgaged property, to the maximum extent permitted by law, all rights of reinstatement, redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the indebtedness and marshaling in the event of foreclosure of the liens hereby created. If any such law in effect, or which Borrower, its beneficiaries, its heirs, devisees, representatives, successors and assigns or any other person might take advantage despite this paragraph 26 shall hereafter be repealed or ceased to be enforced, such law shall not thereafter be deemed to preclude the applications of this paragraph 26.

to the full extent Borrower may do so, Borrower agrees (if that neither Borrower nor any of the beneficiaries of Borrower (if Borrower is a land trustee) will at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in effect that provides for any homestead exemption, appraisal, valuation, stay, extension, reinstatement or redemption, and Borrower hereby waives and releases for Borrower (and its beneficiaries) if Borrower is a land trustee) its heirs, devisees, representatives, vendees, successors and assigns and for any and all persons beneficially interested in or otherwise claiming any interest in the mortgaged property, to the maximum extent permitted by law, all rights of reinstatement, redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the indebtedness and marshaling in the event of foreclosure of the liens hereby created. If any such law in effect, or which Borrower, its beneficiaries, its heirs, devisees, representatives, successors and assigns or any other person might take advantage despite this paragraph 26 shall hereafter be repealed or ceased to be enforced, such law shall not thereafter be deemed to preclude the applications of this paragraph 26.

lots or units, and (c) the benefit of all laws now in effect or that may be hereafter enacted that in any way (i) extend the time for the enforcement or the collection of the Note or the indebtedness evidenced thereby or by this mortgage or (ii) create or extend a period of redemption from any sale under any order or decree of foreclosure of this mortgage. To the full extent Borrower may do so, Borrower agrees (if that neither Borrower nor any of the beneficiaries of Borrower (if Borrower is a land trustee) will at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in effect that provides for any homestead exemption, appraisal, valuation, stay, extension, reinstatement or redemption, and Borrower hereby waives and releases for Borrower (and its beneficiaries) if Borrower is a land trustee) its heirs, devisees, representatives, vendees, successors and assigns and for any and all persons beneficially interested in or otherwise claiming any interest in the mortgaged property, to the maximum extent permitted by law, all rights of reinstatement, redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the indebtedness and marshaling in the event of foreclosure of the liens hereby created. If any such law in effect, or which Borrower, its beneficiaries, its heirs, devisees, representatives, successors and assigns or any other person might take advantage despite this paragraph 26 shall hereafter be repealed or ceased to be enforced, such law shall not thereafter be deemed to preclude the applications of this paragraph 26.

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36. Returned Checks. Borrower agrees to pay a Twenty-Five (\$25.00) dollar fee to Lender for any check returned for insufficient funds or uncollected funds. This charge shall not be considered interest but as penalty for the purpose of delaying the expense of the incident of handling such a bad check. Thereafter all mortgage payments must be by certified check or money order if Lender so requires by notifying Borrower in writing.

35. Miscellaneous. Neither this mortgage nor any provision hereof may be amended, modified, discharged or terminated orally. The section headings used in this mortgage are for convenience of reference only and shall not limit or define the provisions of this mortgage. As used in this mortgage, the singular shall include the plural and the plural shall include the singular, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires. As used in the mortgage, the disjunctive shall be interpreted to include the conjunctive and the conjunctive shall be interpreted to include the disjunctive, where the context so requires. Time is of the essence of this mortgage.

34. Further Assurances. Borrower shall do, execute, acknowledge and deliver, at the sole cost and expense of Borrower, all such further acts, deeds, conveyances, mortgages, assignments, financing statements, notice of assignment, transfers and assurances as Lender may require from time to time in order to better assure, convey, assign, transfer and confirm unto Lender the rights now or hereafter intended to be granted to Lender under this mortgage, the Note, or the Loan Documents executed in connection with this mortgage, the Note, or the Loan Documents under which Borrower may be or may hereafter become bound to convey, mortgage or assign to Lender for the purpose of carrying out the intention or facilitating the performance of the terms of this mortgage. Borrower hereby appoints Lender its attorney-in-fact and hereby authorizes and empowers Lender, as such attorney-in-fact, to execute, acknowledge and deliver for and in the name of Borrower any and all of the instruments mentioned in this paragraph 34, all to the extent permitted by applicable law. This power, being coupled with an interest shall be irrevocable as long as any part of the indebtedness secured by this mortgage remains unpaid.

33. Future Advances. Lender may, at its sole option upon a request by Borrower, at any time before full payment of the indebtedness secured by this mortgage, make further advances to Borrower, and the same with interest shall be on a parity with, and not subordinate to, the indebtedness evidenced by the Note and shall be secured hereby in accordance with all covenants and agreements herein contained; provided that the amount of principal secured hereby and remaining unpaid may decrease or increase from time to time but the total unpaid balance so secured at any one time shall not, including the amount of such advances, exceed three times the original principal sum secured hereby, plus all interest thereon and any disbursements made by Lender pursuant to the provisions of this mortgage; and provided further, that if Lender shall make such further advances, Borrower shall repay all such advances in accordance with the note or notes, or agreement or agreements, evidencing the same, which Borrower shall execute and deliver to Lender, which shall be payable no later than the maturity of the indebtedness secured by this mortgage and which shall include such other terms as Lender shall require.

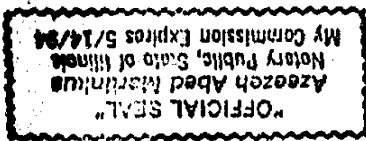
any loan proceeds have been disbursed, this mortgage shall secure (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commissions, service charges, expenses, and advances due to or incurred by Lender in connection with the loan to be secured hereby, all in accordance with the Loan Documents.

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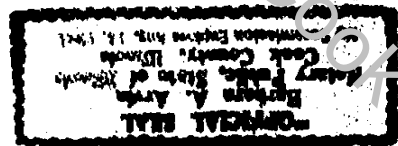


[Signature]

* DIVORCED & NOT SINCE REMARRIED

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that May E. Morris personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, and day of July, 1991.

STATE OF ILLINOIS, Cook County ss:



My commission expires: Aug. 14, 1991

[Signature]
Notary Public

GIVEN under my hand and notarial seal this 2nd day of July, 1991.

I, the undersigned, a Notary Public, in and for said County, in the State of Illinois, DO HEREBY CERTIFY THAT James R. The Cook as TRUST GRANTOR of Heritage Pullman Bank and Trust company, and as Trust Secretary of said corporation, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such TRUST GRANTOR and TRUST SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)

[Signature]
May E. Morris, as Beneficiary
under the Trust Agreement
aforesaid.

[Signature]
Michael L. Davis, as Beneficiary
under the Trust Agreement
aforesaid.

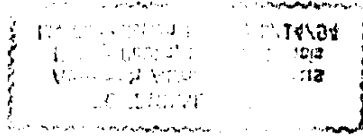
BY: *[Signature]* (SEAL)
Trust Officer
Attest: *[Signature]* (SEAL)
Trust Officer

Heritage Pullman Bank and Trust company, not personally, but as Trustee under Trust Agreement dated October 22, 1980, and known as Trust No. 71-81741.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Borrower and recorded with it. Liability of the Trustee is covered by Escrow provision mentioned on

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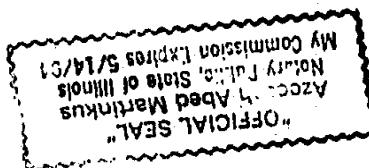
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After recording, return to: Steve Alderman, 350 W. Hubbard, Third Floor, Chicago, IL 60610-7011. This instrument was prepared by: Steve Alderman, 350 W. Hubbard, Third Floor, Chicago, IL 60610-4011. (Space Below This Line Reserved for Lender and Recorder)

Notary Public [Signature]

I, [Signature], a Notary Public in and for said State of Illinois, do hereby certify that Michael L. Davist personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. * DIVORCED AND NOT SINCE REMARRIED AND GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS [Signature] day of JULY, 1991. My Commission expires:

County ss: [Signature]

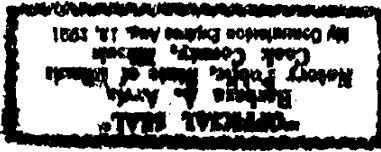
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County Public Notary
[Signature]

16

GIVEN under my hand and notarial seal, this and day of July, A. D. 1991
HERITAGE/PULLMAN BANK AND TRUST COMPANY for the uses and purposes
therein set forth, and caused its corporate seal of said bank to be thereto attached.
as their free and voluntary act, and as the free and voluntary act of the said
acknowledged that they signed, sealed and delivered the said instrument of writing
appeared before me this day in person and
ASSISTANT SECRETARY

names are subscribed to the foregoing instrument as such TRUST OFFICER
TRUST COMPANY, who are personally known to me to be the same persons whose
of the HERITAGE/PULLMAN BANK AND TRUST OFFICER
and
ASSISTANT SECRETARY
I, James D. McConomy, a Notary Public, in and for the County and
State aforesaid, DO HEREBY CERTIFY, that James D. McConomy
TRUST OFFICER

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)
I, James D. McConomy

ASSISTANT SECRETARY

BY: James D. McConomy
TRUST OFFICER
WITNESSED BY: May McConomy
ASSISTANT SECRETARY

HERITAGE/PULLMAN BANK AND TRUST COMPANY, as Trustee under the provisions of a Trust Agreement dated 10-22-80 and known as Trust No. 71-81741

this and day of July, A. D. 1991
and attested by its TRUST OFFICER
IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its

This mortgage is executed by HERITAGE/PULLMAN BANK AND TRUST COMPANY, not individually, but as Trustee under its Trust No. 71-81741, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said HERITAGE/PULLMAN BANK AND TRUST COMPANY hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on HERITAGE/PULLMAN BANK AND TRUST COMPANY individually, to pay the said principal note or any indebtedness accruing hereunder, or to perform any covenants, either express or implied, herein contained, all such liability, if any, being expressly waived by the Mortgagee, its successors and assigns, and by every person now or hereafter claiming any right or security hereunder, and that so far as HERITAGE/PULLMAN BANK AND TRUST COMPANY individually, its successors and assigns are concerned, the legal holder or holders of said principal note and any persons to whom any indebtedness may be due hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note provided; provided, however, this waiver shall in no way effect the personal liability of any co-makers, co-signers or endorser.

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1348089
IN DUPLICATE

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1991 JUL -3 PM 2 42
CAROL M. ...
REGISTRATION ...

MFK

Subscribed by _____
Address 3977825 _____
Admitted _____
Driver's License _____
3977825 _____
Address _____
Notified _____

CPM
73-13-052

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08-07-92