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Prepared by and mail to:

2672/0104 01 001 Page 1 of 5  
2001-06-05 11:01:20  
Cook County Recorder 29.00

Mari W. Schirmer  
Lisle Savings Bank  
1450 Maple Avenue  
Lisle, IL 60532



0010481789

Loan No. 8-01-4011661-9

**MORTGAGE**

THE UNDERSIGNED, Olek Brothers Builders, Inc.

hereinafter referred to as the Mortgagor, do hereby mortgage and warrant to **LISLE SAVINGS BANK**, an Illinois corporation and its successors and assigns hereinafter referred to as the Mortgagee, the following real estate:

Lot 58 in Highland Fields, a subdivision of part of the Southwest Quarter of Section 31, Township 38 North, Range 12 East of the Third Principal Meridian, and part of the Northwest Quarter of Section 6, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

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MR

Property of Cook County Clerk's Office

**C.T.I./W**  
lofl  
7931874

**BOX 333-CTI**

P.I.N. 18-31-399-01-8 Address of Property: 8687 Johnston Rd., Burr Ridge, IL

18-31-300-006

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I. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assignee.

J. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to be secured by a lien which is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Mortgagor agrees that upon Mortgagee's determination that an Event of Default has occurred, as defined in the Note, Mortgagee may direct all tenants to remit all subsequent rent payments directly to Mortgagee, and all tenants shall thereafter remit all rent payments directly to Mortgagee without further liability to Mortgagor. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, determines that there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph. No action taken by Mortgagee hereunder shall create any liability whatsoever on the part of Mortgagee to any tenants.

K. Upon the commencement of any foreclosure proceeding hereunder, the court in which such suit is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.

L. Each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith. No waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants. Wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural. All rights and obligations under this Mortgage shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee. The powers herein mentioned may be exercised as often as occasion therefor arises.

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M. If the Note 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 the Mortgagor which exceeded permitted limits will be refunded the Mortgagor. Mortgagee may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the Mortgagor.

N. This Mortgage shall be governed by the law of the State of Illinois and any applicable Federal laws. In the event that any provision or clause of this Mortgage, the Note, the Loan Documents as may be defined in the Note, or any other documents relating hereto conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage, the Note, the Loan Documents as may be defined in the Note, and any other documents relating hereto and are declared to be severable.

O. Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any environmental law. The preceding two sentences shall not apply to the presence, use, or storage on the property of hazardous substances that are generally recognized to be appropriate to normal uses and maintenance of the property.

Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any hazardous substance or environmental law of which Mortgagee has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with environmental law.

As used in this paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means federal laws and laws of the jurisdiction where the property is located that relate to health, safety or environmental protection.

P. Mortgagee or its agent may make reasonable entries upon and inspections of the the property. Mortgagee shall give Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

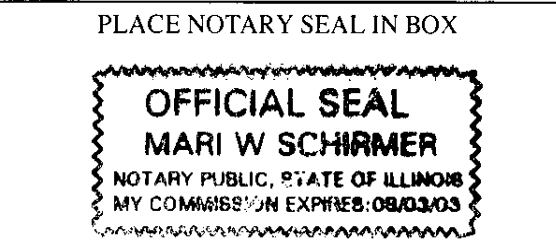
Q. Any notice to Mortgagor shall be given by regular mail to the property address or any other address Mortgagor designates by notice to Mortgagee. Any notice to Mortgagee shall be given by certified mail return receipt requested to Mortgagee's address stated herein or any other address Mortgagee designates by notice to Mortgagor. Notices shall be deemed to have been given to Mortgagor and Mortgagee when given as provided in this paragraph.

The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be signed by its \_\_\_\_\_ President and attested by its \_\_\_\_\_ Secretary, this 3rd day of May, 2001, pursuant to authority given by resolution duly passed by the Board of Directors of said Corporation.

ATTEST: Donald H. Olek Secretary By Dennis M. Olek President

STATE OF Illinois  
COUNTY OF DuPage I, the Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Dennis M. Olek personally known to me to be the \_\_\_\_\_ President of the aforementioned corporation, and Donald H. Olek personally known to me to be the \_\_\_\_\_ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such officers, they signed and delivered the said instrument as such officers of said corporation pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.



GIVEN under my hand and Notarial Seal, this 3rd day of May, 2001

Mari W Schirmer  
Notary Public

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