

CTIC Has made an accomodation recording of the instrument. Chicago Tide Insurance Company

("Property Address");

which has the address of 410 PLEASANT DR SCHAMBURG, IL 60193-0000

SEE ATTACHED EXHIBIT "A"

the "Real Estate");

described property located in the County of COOK, State of ILLINOIS, to wit (herein, "Future Advances"), Borrower does hereby mortgage, warrant, grant and convey to Lender, with mortgage covenants, the following (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to Item 21 hereof (herein indebtedness of Borrower owed to Lender and all affiliates of Lender, of any nature whatsoever (collectively the "Obligations"), and Loan Documents or any document executed in connection therewith, and (b) the repayment of any and all other loans, advances or security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, or contained in the hereof, with interest thereon, the payment of all other funds, with interest thereon, advanced in accordance herewith to protect the TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Loan Documents and any extensions or renewals

("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 03/24/23. Dollars (U.S. 50,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument

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Borrower owes Lender the principal sum of Fifty Thousand AND 00/100

701 E 83RD AVE MERRILLVILLE, IN 46410 MICHIGAN and whose address is which is organized and existing under the laws of ("Borrower"). This Security Instrument is given to FIFTH THIRD BANK (CHICAGO)

("Lender").

RE TITLE SERVICES # R64937

The Peter D. Favia Living Trust Dated November 7, 2001, Peter D. Favia and Metty E. Stewik-Favia as Trustees, whose mailing address is 410 Pleasant Dr Schaumburg, IL 60193

The mortgagor is

THIS MORTGAGE ("Security Instrument") is given on March 24, 2003

OPEN-END MORTGAGE

000000000850439670

(Space Above This Line for Recording Data)

COOK County Document was prepared by (and should be returned to):

FIFTH THIRD BANK (CHICAGO) ATTN: EQUITY LENDING DEPARTMENT 701 E 83RD AVE MERRILLVILLE, IN 46410

Eugene "Gene" Moore Fee: \$34.00 Cook County Recorder of Deeds Date: 05/08/2003 12:39 PM Pg: 1 of 6



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(b) Except as set forth in Exhibit 7(b) hereof, Borrower is not aware of, and has not received notice of, any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance in any material respect with Environmental Laws, or may give rise to any material common law or legal liability, or otherwise form the basis of any material claim, action, demand, suit, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant, chemical, or industrial, toxic or hazardous substance or waste; and

(a) Except as set forth in Exhibit 7(a) hereof, Borrower has obtained all permits, licenses and other authorizations which are required under any now existing or hereafter enacted or amended federal, state or local statute, ordinance, code or regulation affecting or regulating the environment ("Environmental Laws"), and, to the best of Borrower's knowledge, Borrower is in compliance in all material respects with all terms and conditions of the required permits, licenses and authorizations, and is also in schedules and timetables contained in the Environmental Laws;

6. Borrower shall require Lender to incur any expense or take any action hereunder. Nothing contained in this Item 6 shall require Lender to incur any expense or take any action hereunder.

Any amounts disbursed by Lender pursuant to this Item 6, with interest thereon, shall become additional indebtedness with Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the applicable rate as prescribed in the Loan Documents evidencing the Indebtedness or the highest rate under applicable law. Nothing contained in this Item 6 shall require Lender to incur any expense or take any action hereunder.

7. Environmental Laws. (a) Except as set forth in Exhibit 7(a) hereof, Borrower has obtained all permits, licenses and other authorizations which are required under any now existing or hereafter enacted or amended federal, state or local statute, ordinance, code or regulation affecting or regulating the environment ("Environmental Laws"), and, to the best of Borrower's knowledge, Borrower is in compliance in all material respects with all terms and conditions of the required permits, licenses and authorizations, and is also in schedules and timetables contained in the Environmental Laws;

5. Preservation and Maintenance of Property; Leasehold; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, and the by-laws and regulations of the condominium or planned unit development.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced with materially affects Lender's interest in the Property, including, but not limited to, eminent domain, foreclosure, code enforcement, deed restrictions and registrations, or arrangements or proceedings involving a bankrupt or decedent, Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such suits, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

4. Application of Payments. Unless otherwise agreed, all payments are to be applied in the following order: costs, expenses, attorney's fees, interest, escrow, late fees or penalties and then principal. In the event this mortgage secures more than one note or other debt instrument, at Lender's option, payments may be applied on any of the outstanding notes, or concurrently on more than one of the outstanding notes.

5. Preservation and Maintenance of Property; Leasehold; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, and the by-laws and regulations of the condominium or planned unit development.

3. Charges; Liens. Borrower shall pay all taxes, liens, assessments and other charges, fines and impositions attributable to the Property, and leasehold payments or ground rents, if any, by Borrower, making payment, when due, directly to the Payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and Borrower shall promptly furnish Lender receipts evidencing such payment.

2. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require or as may be required by applicable law (including flood insurance required by Item 27 hereof), and in such amounts and for such periods as Lender may require; provided, however, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage unless required by applicable law.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and the interest on the Indebtedness evidenced by the Loan Documents, any extensions or renewals thereof, prepayment and late charges as provided in the Loan Documents, and the principal and interest on any Future Advances, Obligations or other sums secured by this Mortgage.

COVENANTS. Borrower and Lender covenant and agree as follows:

TOGETHER WITH all the improvements now or hereafter erected on the Real Estate, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits and all fixtures now or hereafter permanently attached to, the Real Estate, and all rights, title and interest of Borrower in and to the land lying in the streets and roads, in front of and adjoining the Real Estate, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Real Estate covered by this Mortgage; and all of the foregoing, together with said Real Estate (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property";

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend the title of the Property against all claims and demands;

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(c) Except as set forth in Exhibit 7(c) hereto, there is no civil, criminal or administrative action, suit, demand, claim hearing, notice or demand letter, notice of violation, investigation, or proceeding pending or threatened against Borrower, relating in any way to the Environmental Laws; and

(d) Lender will not be deemed to assume any liability or obligation or duty to clean-up or dispose of wastes on or relating to the Property. Borrower agrees to remain fully liable and will indemnify, defend and hold Lender harmless from any and all costs, losses and expenses (including, without limitation attorney's fees) relating to any Environmental Laws or Borrower's breach of any of the foregoing representations or warranties. The provisions of this Item 7 will survive the release or satisfaction of this Mortgage or the foreclosure hereof.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any inspection specifying reasonable cause therefor related to Lender's interest in the Property. Additionally, Lender shall have the right to inspect the books and records of the operation of the Property and make copies thereof during normal business hours and upon notice to Borrower. Borrower shall keep its books and records in accordance with generally accepted accounting principles covering the operation of the Property, should the same be income-producing. Lender may in its discretion require Borrower to deliver to Lender within 90 days after the close of each of the Borrower's fiscal years an audited statement of condition and profit and loss statement for the Property for the preceding fiscal year, prepared and certified by a certified public accountant acceptable to Lender.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. No awards or settlements shall be accepted without Lender's prior written consent.

Lender is authorized to settle any claim, collect any award, and apply the net proceeds, after deducting all costs of collection including attorney's fees at Lender's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of collateral for any remaining indebtedness, Lender may without further demand or notice elect to declare the whole of the remaining indebtedness immediately due and payable and may invoke any of the remedies afforded by law, and/or by this Mortgage, including those permitted by Item 17 hereof.

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

10. Borrower Not Released. Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower approved by Lender shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor or refuse time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest.

11. Forbearance By Lender Not A Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or the procurement of insurance or the payment of taxes or other liens or other charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness, Future Advances and Obligations secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the note evidencing the indebtedness or any of the Loan Documents, or as afforded by law or equity and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Borrower and Lender, subject to the provisions of Items 16 and 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the Items of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified or registered mail, return receipt requested, to Borrower at the address set forth above or as carried on the records of the Lender. Any notice to Lender shall be given by certified or registered mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein.

15. Governing Law; Severability. This transaction shall be governed by the laws of the State where the Property is located. In the event that any provision or clause of this Mortgage or the Loan Documents conflicts with applicable law, such conflict shall not affect other provisions of either this Mortgage or the Loan Documents which can be given effect without the conflicting provision, and in this regard, the provisions of this Mortgage and the Loan Documents are declared severable.

16. Transfer of the Property and Interest Therein. If all or any part of the Property or an interest therein is sold, transferred, encumbered or otherwise conveyed by Borrower, without Lender's prior written consent, or if any contract to do any of the same is entered into by Borrower without Lender's prior written consent, excluding a transfer by devise, descent, or by operation of law upon the death of a joint tenant, it shall be deemed to increase the Lender's risk and Lender may, at Lender's option, either declare all the sums secured by this Mortgage to be immediately due and payable, or may consent to said conveyance in writing and may increase the interest rate of indebtedness and/or impose whatever conditions it may deem necessary to compensate it for the increased risk. Lender shall have waived such option to accelerate if, prior to the conveyance, Lender and the person to whom the Property is to be conveyed reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sum secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in Item 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender may, in its discretion, release Borrower from all obligations under this Mortgage and the Loan Documents, and any such decision to release or not to release Borrower shall be evidenced by said written assumption agreement.

If Borrower herein is other than an individual or individuals acting on their own behalf, any change in the legal or beneficial ownership of such Borrower or entity which changes the identity of any person or persons having, directly or indirectly, more than 10% of either the legal or beneficial ownership of either such Borrower, such entity, or of the Property, shall be deemed to be a transfer within the meaning of this Item. Such transfer shall not be made, created, or suffered to be made or created, without Lender's prior written consent.

17. Acceleration; Remedies. Upon the occurrence of an Event of Default (as defined in the Loan Documents) or a default in the payment of the Indebtedness, the Obligations or Future Advances hereby secured or any part thereof in accordance with the terms of this Mortgage, of the aforesaid Loan Documents or of any other document executed in conjunction with this Mortgage or the Loan Documents, or in the performance of any covenant or agreement of Borrower in this Mortgage or in the payment or performance of any document or instrument securing any Indebtedness or Obligation, or upon the filing of any lien or charge against the Property or any part thereof which is not removed to the satisfaction of Lender within a period of 30 days thereafter, the institution of any proceeding to enforce the lien or charge upon the Property or any part thereof, the filing of any proceeding by or against Borrower in bankruptcy, insolvency or similar proceedings, assignment by Borrower of its property for the benefit of its creditors, the placing of Borrower's property in receivership, trusteeship or conservatorship with or without action or suit in any Court, or the abandonment by Borrower of all or any part of the Property (herein "Events of Default"), then the Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without notice to the Borrower.

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28. Jury Waiver, Borrower Waives the Right to Trial by Jury of Any Matters Arising Out of This Mortgage or the Transaction Contemplated Hereby.

Lender a renewal policy or endorsement together with evidence satisfactory to Lender that the premium therefor has been paid. Within thirty (30) days prior to the expiration date of each such flood insurance policy, Borrower shall deliver to Lender, as amended, which shall be noncancelable as to Lender except upon thirty (30) days prior written notice given by Indebtedness or the maximum limit of coverage made available with respect to any of the Property under the National Flood Insurance Act of 1968, shall be in a form satisfactory to Lender, shall name Lender as an insured thereunder, shall provide that losses thereunder be payable to Lender pursuant to such forms of loss payable clause as Lender may approve, shall be for an amount at least equal to the flood insurance shall be in a form satisfactory to Lender together with evidence satisfactory to Lender that the premiums therefor have been paid. Such policies of deliver such policies to Lender in compliance with the rules and regulations and provisions of the Flood Disaster Protection Act of 1973 as then in effect; and (ii) Borrower shall (i) promptly purchase and pay the premiums for flood insurance policies as Lender deems required so that Lender shall be deemed in compliance with the rules and regulations and provisions of the Flood Disaster Protection Act of 1973 as now in effect; United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973 as now in effect; If any part of any of the Property lies within a "special flood hazard area" as defined and specified by the Mortgage may be filed with appropriate authorities as a Uniform Commercial Code Financing Statement.

27. Flood Insurance. If any part of any of the Property lies within a "special flood hazard area" as defined and specified by the Mortgage may be filed with appropriate authorities as a Uniform Commercial Code Financing Statement. Lender's remedies under the Uniform Commercial Code or of the remedies in this Mortgage. This way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies in this Mortgage. This against the items of real property specified above as part of the Property separately or together and in any order whatsoever, without in any at Lender's sole option, may also invoke the remedies provided in this Mortgage. In exercising any of such remedies, Lender may proceed of any Event of Default under this Mortgage, Lender will have the remedies of a secured party under the Uniform Commercial Code and, of Borrower throughout this Mortgage will apply to all items which are subject to the security interest granted herein. Upon the occurrence expense of filing such documents and of conducting a search of records in which documents are recorded. The covenants and agreements all financing statements and other documents requested by Lender to perfect its security in such property, and Borrower will pay the the Property which can be subject to a security interest under the Uniform Commercial Code. Borrower will execute and deliver to Lender **26. Uniform Commercial Code Security Agreement.** Borrower hereby grants Lender a security interest in all items included in provided to be done by a mortgagee under section 1311.14 of the Ohio Revised Code.

25. Ohio Covenant. If the Property is located in Ohio, Borrower and Lender covenant that Lender is authorized to do all things et, seq., as amended, or any successor federal statute, or any applicable state statute containing substantially similar provisions. Notwithstanding the above, no debt or other liability, as described above shall be secured by the within Mortgage, if it shall hereafter be created in a "consumer credit transaction" as defined in Title I, Consumer Credit Protection Act, 15 U.S.C.A., Sections 1601

It is the express intent of the parties hereto that this Mortgage and the note or notes given contemporaneously herewith, and any extensions or renewals thereof, shall also evidence and secure any additional loan advances made after the delivery of this Mortgage to the by anyone whomsoever. on any manner acquired by or accruing to the holder hereof, whether by agreement with, or by assignment or endorsement to the Lender existing and whether the same may have been or shall be partitioned in, in whole or in part by others, by trust agreement or otherwise, or the Borrower to the Lender and any of its affiliates however created, direct or contingent, due or to become due, whether now or hereafter **24. Mortgage as Security For Other Liabilities.** This Mortgage shall serve as security for every other liability or liabilities of

23. Release. Upon payment of all Indebtedness, Obligations and Future Advances secured by this Mortgage, Lender shall discharge this Mortgage with any costs paid by Borrower. If Borrower shall enter into any lease agreement, written or oral, concerning the Property or any part thereof without having obtained Lender's prior written consent, Lender shall not be bound by, or obligated to perform under, any such lease in the event it exercises its remedies set forth in Item 20 or any other provision hereof.

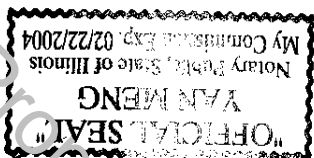
from time to time, Borrower is to furnish Lender a statement, in affidavit form, in such reasonable detail as Lender may require, of all of the leases on the Property and, on demand, to furnish Lender executed counterparts of any and all such leases. If Borrower shall enter into any lease agreement, written or oral, concerning the Property or any part thereof without having obtained Lender's prior written consent, Lender shall not be bound by, or obligated to perform under, any such lease in the event it exercises its remedies set forth in Item 20 or any other provision hereof.

22. Rental of Property Restricted. Borrower shall not make, or suffer to be made, any lease of the Property or any part thereof, or any modification, extension or cancellation of any existing or future lease, without Lender's prior written consent. If, with Lender's written consent, there is a lease on the Property, Borrower is to perform all of Borrower's obligations under such lease or leases. Borrower is not to accept any prepayment of rent for more than one month in advance without Lender's prior written consent. Upon Lender's request from time to time, Borrower is to furnish Lender a statement, in affidavit form, in such reasonable detail as Lender may require, of all of the leases on the Property and, on demand, to furnish Lender executed counterparts of any and all such leases. If Borrower shall enter into any lease agreement, written or oral, concerning the Property or any part thereof without having obtained Lender's prior written consent, Lender shall not be bound by, or obligated to perform under, any such lease in the event it exercises its remedies set forth in Item 20 or any other provision hereof.

21. Future Advances. Upon request by Borrower, Lender, at Lender's option, may make Future Advances to Borrower. Such future and additional advances, with interest thereon, shall be secured by this Mortgage, when evidenced by promissory notes stating that such notes are secured hereby. At no time shall the principal amount of the Indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Indebtedness plus \$0. **20. Assignments of Rents.** Upon the occurrence of an Event of Default, the Lender shall have the right without notice and without regard to the adequacy of any security for the sums hereby secured and with or without the appointment of a receiver, to enter upon and take possession of the Property, and Lender may operate, manage, rent and lease the Property and collect any rents, issues, income and profits therefrom, the same being hereby absolutely assigned and transferred to and for the benefit and protection of Lender, contingent only upon the occurrence of an Event of Default. All rents collected by Lender may be applied to the cost of operation, maintenance and repair, and reasonable collection, management and attorney's fees, and then in reduction of any sums hereby secured in such other proportions as Lender may determine.

19. Waiver of Homestead. Borrower waives all rights of homestead exemption in the property. **18. Borrower's Right to Redeem.** Borrower shall have such rights of redemption as are provided by the law of the State where the Property is located. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, costs of documentary evidence, abstracts, title reports and reasonable attorney's fees. The sums secured hereby shall bear interest at the highest rate permitted to be charged on delinquent installments of principal and interest under the Loan Documents or the highest rate allowed by law, and this Mortgage shall become absolute and subject to foreclosure.

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TERMA GUERNSE
701 E 83RD AVE MERRILLVILLE, IN 46410

This instrument was prepared by: FIFTH THIRD BANK (CHICAGO)

(Seal)

My Commission Expires: 02/22/04

Notary Public

the individual(s) who executed the foregoing instrument and acknowledged as HE/SHE did examine and read the same and did sign the foregoing instrument, and that the same is HIS/HER free act and deed. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

The Peter D. Favia Living Trust Dated November 7, 2001, Peter D Favia and Metty E. Slowik-Favia as Trustees, whose mailing address is 410 Pleasant St Schamburg, IL 60193 personally appeared

On this 24th DAY OF March, 2003, before me, a Notary Public in and for said County and State,

STATE OF IL COUNTY Cook

(Seal)

(Seal)

(Seal)

(Seal)

METTY E SLOWIK-FAVIA TRUSTEE

Metty Slowik-Favia

PETER D. FAVIA TRUSTEE

Peter D. Favia

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. ALL SIGNATURES MUST BE IN BLACK INK. Witnesses:

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Property of Cook County Clerk

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN VOLUME 0020343018 OF THE COOK COUNTY, ILLINOIS RECORDS.

ILLINOIS.
THEREOF RECORDED DECEMBER 6, 1955 AS DOCUMENT 16438945, IN COOK COUNTY,
LOT 131 IN BRANIGARS PLEASANT HILLS, A SUBDIVISION IN SECTION 32, TOWNSHIP 41
NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT

Deed Ref: 0020343018

Name: PETER D. FAVIA

Reference: 03513010

Order Date: 03/19/2003

Account #: 7194669

Parcel #: 07 32 200 025 0000

Index #:

EXHIBIT A LEGAL DESCRIPTION