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BOX 15

Real Property. The word "Real Property" means collectively the Real Property and the Personal Property... The words "Personal Property" mean all equipment, fixtures and other articles of personal property now or hereafter owned by Grantor...

Note. The word "Note" means the promissory note or credit agreement dated July 26, 1990, in the original principal amount of \$15,000.00 from Grantor to Lender...

Mortgage. The word "Mortgage" means the Mortgage between Grantor and Lender and includes without limitation all assignments and security interest provisions relating to the Personal Property and Real Property...

Lender. The word "Lender" means OAK LAWN TRUST & SAVINGS BANK, its successors and assigns. The Lender is the mortgagee under this Mortgage...

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any other notes, extended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage...

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes, trailers, additions and other construction on the Real Property...

Guarantee. The word "Guarantee" means and includes without limitation, each and all of the guaranties, covenants and accommodation parties in connection with the Indebtedness...

Grantor. The word "Grantor" means RICHARD TORIANI and MARIE TORIANI. The Grantor is the mortgagor under this Mortgage...

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Illinois Uniform Commercial Code...

Grantor hereby assigns to Lender all of Grantor's right, title, and interest in and to all of the Real Property and all benefits from the Property in connection with the Real Property...

The Real Property or its address is commonly known as 7740 1/2 S. MAJOR, BURBANK, IL 60459. The Real Property is located in Cook County, Illinois...

LOT 17 IN BLOCK 14 IN F. H. FARTLETT'S GREATER 79TH STREET SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTH EAST QUARTER OF THE SOUTHWEST QUARTER (OF SECTION 29, ALSO THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS...

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or attached buildings, improvements and fixtures...

THIS MORTGAGE IS DATED JULY 26, 1990, between RICHARD TORIANI and MARIE TORIANI, whose address is 7740 1/2 S. MAJOR, BURBANK, IL 60459 (referred to below as "Grantor"); and OAK LAWN TRUST & SAVINGS BANK, whose address is 4900 WEST 95TH STREET, P.O. BOX 1844, OAK LAWN, IL 60455-1844 (referred to below as "Lender")...

MORTGAGE

SPACE ABOVE THIS LINE IS FOR RECORDERS USE ONLY

\$17.00

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RECORDATION REQUESTED BY: OAK LAWN TRUST & SAVINGS BANK 4900 WEST 95TH STREET P.O. BOX 1844 OAK LAWN, IL 60455-1844 WHEN RECORDED MAIL TO: OAK LAWN TRUST & SAVINGS BANK 4900 WEST 95TH STREET P.O. BOX 1844 OAK LAWN, IL 60455-1844 SEND TAX NOTICES TO: OAK LAWN TRUST & SAVINGS BANK 4900 WEST 95TH STREET P.O. BOX 1844 OAK LAWN, IL 60455-1844

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Right To Contest. Lender may demand payment of any amount assessed or claimed against the Property... Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, water charges and sewer charges levied against or on account of the Property...

TAXES AND LENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage... exercised by Lender if such exercise is provided by federal law or by Illinois law.

Due On Sale - Consent by Lender. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property or any interest in the Real Property... Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property...

Compliance with Governmental Requirements. Grantor shall properly comply with all laws, ordinances and regulations now or hereafter in effect of all governmental authorities applicable to the use or occupancy of the Property... Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender...

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender... Hazardous Waste. Grantor shall not cause, conduct or permit any nuisance, conduct or permit which may result in the release of or waste on or to the Property...

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requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contract, Lender shall demand and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced. Any services be furnished or any materials be supplied to the Property, if any mechanic's lien, maintenance's lien, or other lien could be asserted on account of the work, services or materials and the cost exceeds \$5,000.00. Grantor will upon request of Lender furnish to Lender advance assurance satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of the insurance with standard approved coverage endorsement on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any co-insurance clause, and with a standard mortgage clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a separation that coverage will not be canceled or diminished without a minimum of ten (10) days prior written notice to Lender.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is required, Lender may at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien, or other charge on the Property, or the rest, and regard of the Property if Lender elects to apply the proceeds to the restoration and repair. Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall upon satisfactory proof of such expenditure pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 100 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage then to prepay accrued interest and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

Unexpired Insurance at Sale. Any unexpired insurance shall issue to the benefit of and pass to the purchaser of the Property covered by this Mortgage as any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on its own behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses at Lender's option will be payable on demand. (a) Be added to the balance of the note and be apportioned among and be payable with any installment payments to become due during either, in the term of any applicable insurance policy or (b) be treated as a loan, or (c) be treated as a loan, payment which will be due and payable at the holder's option. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default or as releasing from any remedy that otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final opinion issued in favor of and accepted by Lender in connection with this Mortgage; and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Release of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice and Grantor will deliver or cause to be delivered to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Application of Net Proceeds. If at or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Grantor or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice and Grantor will deliver or cause to be delivered to Lender such instruments as Lender may request from time to time to permit such participation.

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IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage, including without limitation, all taxes, fees, documentary stamps, and other charges incurred in recording, perfecting or continuing this Mortgage, including without limitation, all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

The Indebtedness Secured by this Mortgage. (a) A specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage. (b) A recital of the fact that Grantor is authorized or required to deposit for payment on the indebtedness secured by this Mortgage. (c) A recital of the fact that Grantor is authorized or required to deposit for payment on the indebtedness secured by this Mortgage. (d) A recital of the fact that Grantor is authorized or required to deposit for payment on the indebtedness secured by this Mortgage. (e) A recital of the fact that Grantor is authorized or required to deposit for payment on the indebtedness secured by this Mortgage. (f) A recital of the fact that Grantor is authorized or required to deposit for payment on the indebtedness secured by this Mortgage. (g) A recital of the fact that Grantor is authorized or required to deposit for payment on the indebtedness secured by this Mortgage. (h) A recital of the fact that Grantor is authorized or required to deposit for payment on the indebtedness secured by this Mortgage. (i) A recital of the fact that Grantor is authorized or required to deposit for payment on the indebtedness secured by this Mortgage. (j) A recital of the fact that Grantor is authorized or required to deposit for payment on the indebtedness secured by this Mortgage. (k) A recital of the fact that Grantor is authorized or required to deposit for payment on the indebtedness secured by this Mortgage. (l) A recital of the fact that Grantor is authorized or required to deposit for payment on the indebtedness secured by this Mortgage. (m) A recital of the fact that Grantor is authorized or required to deposit for payment on the indebtedness secured by this Mortgage. (n) A recital of the fact that Grantor is authorized or required to deposit for payment on the indebtedness secured by this Mortgage. (o) A recital of the fact that Grantor is authorized or required to deposit for payment on the indebtedness secured by this Mortgage. (p) A recital of the fact that Grantor is authorized or required to deposit for payment on the indebtedness secured by this Mortgage. (q) A recital of the fact that Grantor is authorized or required to deposit for payment on the indebtedness secured by this Mortgage. (r) A recital of the fact that Grantor is authorized or required to deposit for payment on the indebtedness secured by this Mortgage. (s) A recital of the fact that Grantor is authorized or required to deposit for payment on the indebtedness secured by this Mortgage. (t) A recital of the fact that Grantor is authorized or required to deposit for payment on the indebtedness secured by this Mortgage. (u) A recital of the fact that Grantor is authorized or required to deposit for payment on the indebtedness secured by this Mortgage. (v) A recital of the fact that Grantor is authorized or required to deposit for payment on the indebtedness secured by this Mortgage. (w) A recital of the fact that Grantor is authorized or required to deposit for payment on the indebtedness secured by this Mortgage. (x) A recital of the fact that Grantor is authorized or required to deposit for payment on the indebtedness secured by this Mortgage. (y) A recital of the fact that Grantor is authorized or required to deposit for payment on the indebtedness secured by this Mortgage. (z) A recital of the fact that Grantor is authorized or required to deposit for payment on the indebtedness secured by this Mortgage.

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Lender and Grantor shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x *Richard Toriani*
RICHARD TORIANI

x *Marie Toriani*
MARIE TORIANI

This Mortgage prepared by:

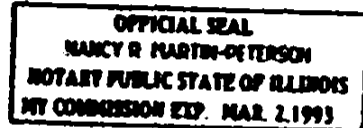
RED MURPHY
Oak Lawn Trust & Savings Bank
4900 West 55th Street
Oak Lawn, IL 60454

INDIVIDUAL ACKNOWLEDGMENT

STATE OF *Illinois*

)
) SS

COUNTY OF *Cook*



On this day before me, the undersigned Notary Public, personally appeared RICHARD TORIANI and MARIE TORIANI, to me known to be the individuals described in and who executed the Mortgage, and I acknowledged that they signed the Mortgage as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this

26th

day of

July

19 *90*

by *Nancy R. Martin*

Residing at

4900 W 95th St, Oak, Ill

Notary Public in and for the State of *Illinois*

My commission expires

3/2/93

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