90395207

 [Space Above	This Line for	Recording Data]	

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 13

19.90. The mortgagor is Attach Bark Nativest of Tourism U/T/A #864 chd 08/08/1986 as to Reveal 1 and Denis A Ballet and Ketheleen E. Relich... ("Borrower"). This Security Instrument is given to Affill and Barrie/North Barrier and Native a

PARCEL 1 as to 1922 W. COST LOT 18 IN BLOCK 24 IN ROBERS PARK IN THE NORTH EAST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD FRINCIPAL MERI-DIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2 AS TO 1826 W. Lunt LOT 17 IN BLOCK 24 IN ROBERS PARK IN SECTIONS 30 AND 31 AND SECTION 32, TOWNSHIP 41 MORTH, RANGE 14 EAST OF THE THIPD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SEE RIDER TO MORTGAGE, PROMISSORY P & I NOVE, PROMISSORY MULTI NOTE AND PROMISSORY GRID NOTE ATTACHED HERETO AND MADE A PART HEREOF.

THIS IS FOR BUSINESS PURPOSE ONLY.

PT-01 RECORD	01NG 9699 08/14/90 12 #-90-395 Y RECORDER	205 205 205
AND COUNT	Y RECORDER	

FIN # 11-01-210-021, 11-31-210-020 Parcel 1 Parcel 2	
which has the address of1822. W. Lunt	[City]
Illinois 60626 ("Property Address");	10)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS-Single Family-FHMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

24-

JAN 1120

opeoryg 92909 H

1727 W. Howard Street Affiliated Bank/North Shore National

Fran Powers HOT TIPM

for Affiliated Banc Group, Inc.

upequosia Zober (Space Below This Line Reserved For Lender and Recorder) My Commission Expires 2.5.94 Debotsh A. Godfrey Notary Public, State of Illinois DEFICIAL SEAL sandya doissimmo y Ma Orven under my hand and official scal, this 111101 195 tree and soluntary act, for the uses and purposes therein se mammism bas off batavilab ban bangis Mark the foregoing instrument, appeared before me this day in person, and acknowledged that. The personally known to me to be the same person(s) whose name(s) 37:7*)* do hereby certify that DENIS A. PALUCH KATHLEE'(); PALUCH Notary Public in and for said county and state, Conuth ag: بورديه والكرد الالادين AVenue Bank Northweat as Trustee U/T/A #864 (Inschareur instrument and in any rider(s) executed by Porrower and recorded with it.

By Stockies, Bettow, Borrower are eight and recorded with it.

Other(s) {specify}

Graduated Paymett Rider

Adjustable Rate Ricker

Planned Unit Development Rider

Condominium Rider

3-4 Fumily Rider

[(ea)zod oldp://dq.ac.lood(2) momunical supplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security Incorvenit, the coverants and agreements of each such rider shall be incorporated into and shall amend and 23. Ride, was this Security Instrument, if one or more riders are executed by Borrower and recorded together with

22. Wayner of Homestead, Borrower waives all right of homestead exemption in the Property.

Інмітинені мідіоні срагде 10 Вотгомет. Вотгомет явій ряу апу тесотавноп соміз 21. Rolonge, I pon payment of all sums secured by this Security Instrument, Lender shall release this Security

juaimajauj Ajanoag sup 4q paanoas suins apj oj uapja pur (saaj) s kauaojir ajgraosnaj pur spuog s ja siosoa costs of monogenerit of the Property and collection of rents, including, but not limited to, receiver's sees, premiums on the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the appointed receivery shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of

prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially

hut not limited to, reasonable actorneys' tees and costs of title evidence. 20, Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time onder shull be entitled to solvest all expenses incurred in pursuing the remedies provided in this purugraph 19, including, this security instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. before the dute specified in the notice, Lender at its option may require immediate payment in full of all sums secured by or deserved to a default or my other defense of Borrower to acceleration and foreclosure, if the default is not cured on or on the control of the state of the collection and the collection and the collection of the collection secured by this Security Instrument, foreelosure by judicial proceeding and sale of the Property. The notice ahall further anna and to coure the definition or definition of the abecitied in the notice may reaut in acceleration of the auma definitit (e) u date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; breuch of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unives applicable law provides otherwise). The notice shall apecify; (a) the default; (b) the action required to cure the 19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's

Now Controket Covered borrower and Lender further covenant and agree as follows

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by 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 attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the 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 due on the basis of current data and reasonable estimates of future escrow items.

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 may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, 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 Security Instrument.

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 Borrower's option, either promptly 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 pay to Lender any

amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payn en, in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit agonts: the sums secured by this Security Instrument.

3. Application of Fayments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied: 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.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any hear which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation regard by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien of this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or tak, one or more of the actions set forth above within 10 days of the giving of notice.

5. 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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, florrower 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 Borrow r.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender time, 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 Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-7 ar period will begin when the notice is given.

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 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and it Borrower acquires fee title to the Property, the leasehold and

fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property: Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which had property over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

requesting payment

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) \$ days (or such other period as 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

remedies permitted by this Security Instrument without further notice or demand on Borrower this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

federal law as of the date of this Security Instrument. person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Scurity Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any mitterest in it is sold or transferred and Borrower is not a matural mitterest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a matural

Note are declared to be severable. which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of the Security Instrument or the

in this paragraph.

provided for in this Security Instrument shall be deemed to have been given to Borrower of Lender when given as provided Property Address or any other address Borrower designates by notice to Lender, Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice that class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the 14. Notices. Any notice to Borrower provided for in this Securit fine rument shall be given by delivering it or by

ГІ прагавтарії І rendering any provision of the Note or this Security Instrument une describe according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by toil Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

If enacime it or expiration of applicable laws has the effect of Legislation Affecting Lender's Rights.

partial prepayment without any prepayment charge under the Note. permitted limits will be refunded to Borrower. Lender risy choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a necessary to reduce the charge to the permitted limit; and thy sams already collected from borrower which exceeded connection with the loan exceed the permitted lings, so any such loan charge shall be reduced by the amount charges, and that law is finally interpreted so lost the interest or other loan charges collected or to be collected in If the loan secured by this Security Instrument is subject to a law which sets maximum loan

12. Loan Charges. that Borrower's consent.

that Borrower's interest in the Property inder the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; 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 Security Instrument or the Note without that Borrower's consent instrument but does not execute the Note (a) is co-signing this Security Instrument only to mortgage, grant and convey of paragraph 17. Borrower's coverants and agreements shall be joint and several. Any Borrower who co-signs this Security this Security Instrument shall hind and benefit the successors and assigns of Lender and Borrower, subject to the provisions

The covergants and agreements of T. 11. Successors and A signs Bound; Joint and Several Liability; Co-signers.

shall not be a warrer of or precivide the exercise of any right or remedy by the original Borrow er o' Borrower's successors in interest. Any forbeatance by Lender in exercising any right or remedy payment or otherwise shockleation of the sums secured by this Security Instrument by reason of any demand made Lender shall not to required to commence proceedings against any successor in interest or refuse to extend time for interest of Borrower, shall not operate to release the liability of the original Borrower or Borrower's successors in interest. modification of aniortization of the sums secured by this Security Instrument granted by Lender to any successor in

postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10, Sortower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

to the sums secured by this Security Instrument, whether or not then due. given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is

If the Property is abandoned by Borrower, or if, after notice by Lender to Horrower that the condemnor offers to

paid to Borrower

before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be the amount of the proceeds multiplied by the following fraction. (a) the total amount of the sums secured immediately instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

assigned and shall be paid to Lender.

any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with and see a storios ar in a contract for the firm of the contraction and seems and the source association and the

8. Inspection. Lender or its agent make reasonable entries upon and inspections of the Property Lender wal aldrailigge to snameere entite to crower's and Lender ewitten agreement or ablidge law. Borrower shall pay the premiums required on maintain the measureme of a cliff of that east the requirement for the

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

* RIDER TO MORTGAGE

Mortgagor is indebted to Mortgagee arising out of 3 certain Corporate Notes, a Promissory Multi Note in the amount of \$100,000.00, a Promissory P and I Note in the amount of \$195,000.00 and a Promissory Grid Note in the amount of \$125,000.00 and 2 Secured Guaranties, a copy of said Promissory Multi Note, P and I Note and Promissory Grid Note and the 2 Secured Guaranties are attached hereto as Exhibit A, B, C, D & E respectively and made a part hereof; that the full and prompt payment of the Notes when due has been unconditionally guaranteed whether by declaration or otherwise by Mortgagor under the terms, provisions and conditions of the Secured Guaranties.

Now, therefore, Avenue Bank Northwest as Trustee U/T/A #864 dtd 08/08/1986 as to Parcel 1 and Denis A. Paluch and Kathleen Case Paluch as to Parcel 2, to secure payment of said Note and all promissory notes thereafter executed by Case/Paluch and Associates, Inc. and to secure payment of said Guaranty and all Guaranties thereafter executed by Denis A. Paluch and Kathleen Case Paluch evidencing future advances and loans made by Affiliated Bank/North Shore National to or for the account of Case/Paluch and Associates, Inc. and all renewals or refinancing, of the said notes and guaranties, and to secure payment of all other obligations and indebtedness now or hereafter due from Case/Paluch and Associates, Ind. and Denis A. Paluch and Kathleen Case Paluch including, in one present.

Of Coot County Clark's Office but not limited a advances made by Affiliated Bank/North Shore in accordance with the terms, provisions and limitations of this Mortgage and the performance of the covenants and agreements herein contained.

UNOFF MINAPER PORTEOPY

Disbursement: A/C fl	Uneck #	t.e/	
Vote Taller General town	Officer	Dishuranana Cara	-
	Actions:	UIII	Parl Sold
ApprovedNL/Renewal _			
DueDec	ember 13 19 90	Date June 13	19 90 Amount \$ 100,000,00
R VALUE RECEIVED, the Undersigned, is	ointly and severally, promis	se to pay to the order of	
<u>Affiliated Bank/North</u>	Shore National		
ts office in Chi azao II	Monte the orionical aum of	•	·
One One	TOOUSA	- VULLUU	Dollers payable as follows:
In full onDecember 13			
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continuing on the same day of each (consecutive	thereafter until this Note is ful	illy paid, except that the final installment in the a
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Hev 2/00

LN - PRM NT MULTI

COPY 1 - ORIGINAL

RIDER TO PROMISSORY MULTI NOTE

This NOTE is secured by a certain Mortgage, Assignment of Leases and Security Agreement of even date herewith executed by Manufacturers Affiliated Trust Company as Trustee U/T/A #N-1115 dtd 06/01/1990 ("Mortgage") which pertains to certain real estate located 1806 W. Greenleaf Chicago IL 60626, Cook County, Illinois, and legally described on Exhibit "2" attached to Mortgage ("Real Estate"), and is further secured by the other Loan and Security documents ("Loan Documents") (as defined in the Mortgage) all of which documents bear even dated herewith, which are made a part hereof and which are hereby incorporated by reference.

AND

This NOTE is secured by a certain Mortgage, in the amount of Four Hundred Twenty Thousand and no/100 Dollars (\$420,000.00) of even date herewith executed by Maker ("Mortgage") which pertains to certain real estate located 1822 W. Lunt and 1826 W. Lunt (hicago, Cook County, Illinois, and legally described on the Mortgage ("Real Effete"), which is made a part hereof and which is hereby incorporated by reference.

Maker has also execute? a Promissory P & I Note in the amount of \$195,000.00 and a Promissory Grid Note in the amount of \$125,000.00 of even date to Payee secured by 2 Mortgages of a an date to Payee as Mortgages which pertains to Real Estate located at 1822 W (unt, 1826 W. Lunt Chicago, IL and also secured by a Mortgage of even date to Payee as Mortgagee which pertains to Real Estate located at 1806 W. Greenleaf, Chicago IL which also secured this Promissory Multi Note in the amount of \$100,000.00 In the event of any default(s) by Maker under the terms, provisions, coverants and conditions of the Promissory P & I Note in the amount of \$195,000.00 and a Promissory Grid Note in the amount of \$125,000.00 and/or the Mortgages described herewith, then, at option of Payee, such default shall be considered a default under the terms of this Promissory Multi Note and the Mortgages.

FOR BANK USE ONLY			
Loan A/C H		Risk 40 Line of Credit	
		Letter of Direction	
		Disbursement DatePart Sold	
ApprovedNL Rer	IB) Instructions.		
WALLAAM TITLE TAIL LAFT LAFT LAFT LAFT LAFT LAFT LAFT LAF	Newsi		
No Due	August 13 19 92	Date June 13 19 90 Amount \$195,000.00	
FOR VALUE RECEIVED, the Unders	igned, jointly and severally, promise	s to pay to the order of	
at its office in Chicago			"Bank
One Hundred Ninety F	Tive Thousand 00/100		
hadianing on Tuly 17	19 QA and continuing o	each (including principal and interest at the rate of	
interest shall be computed on the b	asis of a 360 day year and charged: e remainder, if any, applied to the bal	for the actual number of days elapsed. All payments shall be first applied to a lance of principal. After majurity, interest shall accrue on any balance remains	accrus
the Undersigned to the Balik, or if the f Bank, at the option of the Bank, chall in	Bank for reasonable dause shall deel rmediately become due and payable	ife or default in the payment or performance of any other obligation or indebted im itself insecure, then this Note and all other indeptedness of the Undersign e, without notice or demand on the Undersigned, together with all expenses, co irounder which shall become additional indebtedness immediately due and	od to It
hem, in favor of the holder of this Not waive and release all errors which mail the Bank flag, at any limb or limes accounts, drafts, securities, certificate control of the Bank, as well as any independent	to such sums as may appear to be become such stocked to be become the best such as the sum of the s	ir default hereon and contous a judgment without process against them, or an a united with dwing thereon together with interest, costs and atterneys less consent to immediate execution upon such judgment, hereby raitiying and convices. Buttous and Buttous Commediate executions and Currentous Of even dates have and apply toward the payment of this Note any moneys, credits, deposition of the Undersigned, or any one or more of them, in the passession of or uniqued, then due or to become due, including without limitation, any and all barrings of the Undersigned, and Bank is hereby given a first and prior lien upon the Undersigned, and Bank is hereby given a first and prior lien upon.	s, and intermediately construction of the cons
connection with the enforcement of the and (b) the release with or without con	Bank a rights hereunder, / n// hereby sideration of any of the Unicotalgned.	waive presentment, demand, notice of dishonor and all other notices and dely y consent to and waive notice of (a) any renewals, extensions or modifications I. Any failure of the Bank to exercise any right hereunder shall not be constru The validity and construction of this Note shall be governed by the laws of the	herec
	security agreements, real estal a trui	at deeds or mortgages, collateral assignments of beneficial interest and assignments	ğum e r
	BUSINESS PU	RICOS STATEMENT	
		non dor perate borrower)	
o induce Landar to make the loan ev	videnced by this Note the Linderson	ned representato Lender en follows	
The Undersigned owns and operations	•		
-		cial, agricultural or industrial purpose	
3) The loan is a business loan within tr ruth-in-Lending Act.	ne purview of Paragraph 640(c), Cha	apter 17, III. Rev. Stat. and is elempt from the disclosure requirements of the f	Federa
DatedSignatu	010	Signature	
		SIGNATURE VERY DE PORROUMERIE	
		SIGNATURATION BORROWER(S) CASE ARALUCH & ASS CLATES, INC.	
ddress 8220 Skokie Bl		x By: Lieun A. Police	
	Yumber & Sireel	Denise A. Raluch, President	
Skokie II. 6007		- X By: William as soul	
708/982-0022		X Kathleen Case Paluch, Secretary	
	ecurity No. or Corp. (U. No.		
		x	
177/AGO (187) 5/87			
· · · · · · · · · · · · · · · · · · ·	ORT	GINAL	

RIDER TO PROMISSIORY GRID NOTE

This NOTE is secured by a certain Mortgage, Assignment of Leases and Security Agreement of even date herewith executed by Manufacturers Affiliated Trust Company as Trustee U/T/A #N-1115 dtd 06/01/1990 which pertains to certain real estate located at 1806 W. Greenleaf, Chicago IL 60626 Cook County, Illinois, and legally described on Exhibit "2" attached to Mortgage ("Real Estate"), and is further secured by the other Loan and Security documents ("Loan Documents") (as defined in the Mortgage) all of which documents bear even dated herewith, which are made a part hereof and which are hereby incorporated by reference.

AND

This NOTE is secured by a certain Mortgage, in the amount of Four Hundred Twenty Thousand and 00/100 Dollars (\$420,000.00) of even date herewith executed by Maker ("Mortgage") which pertains to certain real estate located at 1822 W. Junt and 1826 W. Lunt Chicago Cook County, Illinois, and legally described on the Mortgage ("Real Estate"), which is made a part hereof and which is hereby incorporated by reference.

Maker has also selected a Promissory Multi Note in the amount of \$190,000,00 and a Promissory P § I Note in the amount of \$195,000.00 of even date to Payee secured by a Mortgage of even date to Payee as Mortgage which partains to Real Estate located at 1828 W. Lunt and 1826 W. Lunt, Chicago IL and also secured by a Mortgage of even date of Payee as Mortgage which partains to Real Estate located at 1826 W. Greenleaf, Chicago IL which also secured this Promissory Grid Note in the amount of \$125,000.00. In the event of any default(s) by Maker under the terms, provisions, covenants and conditions of the Promissory Multi Note in the amount of \$100,000.00 and a Promissory P & I Note in the amount of \$195,000.00 and/or the Nortgages described herewith, then, at option of Payee, such default shall be considered a default under the terms of this Promissory Grid Note and the Mortgage.

FOR BANK USE ONL	Y		
	Class Code52		Line of Credit
	Check #		tter of Direction
		Disbursement Dale	Part Sold
Approved	Special Instructions.		
No	DueJune_13th19_0	91 DateJune 13	th 19 -90. Amount \$ 125,000.00
ON DEMAND, the undersign	ed promise(s) to pay to the order ofA1	ffiliated Bank/Nort	n Shore National
(the "Bank") at its office in _	One Hundred and Twenty		, Iflinois, the principal sum
principal balance from time to rate of the Bank publicly anno	and principal amount of all loans and advar time unpaid at the initial rate of 115	nces made by the Bank to the uni % per annum and the variable rat hanged on the day or days said pi	dersigned under this Note together with interest on the athereafter of
variable rate of 7	er annum above said prime rate interest	shall be computed on the basis of	l a 360 day year and charged for the actual number
Ali payments shall be firuit agree(s) to pay reasonsole a	applied to accrued interest to the date of pr Corneys: fees, costs and expenses incurr	red by the Bank in the collection	pplied to the unpaid balance of principal. Undersigns and enforcement of this Note
nerearer. Wilhout notice abbi	'Ofi ille and apply loward the payment of	this Note any moneys credits or	s and guarantors. The Bank may, at any time or time other property belonging to the undersigned or to ar ie Bank to any one or more of the undersigned or ar
Advances under this Note in nstruments lodged with the library presumed to have been made	dank has dorbeen revoked by a writing ti by the Bant, ic or for the benefit of the Undi	herelolore received by the Bank ersigned. The Undersigned does	se authority to so act by corporate resolutions or othical its office. Any such advance shall be conclusive thereby irrevocably confirm, ratify and approve all succome additional indebtedness immediately due an
This Note is secured by one of rents.			ral assignments of beneficial interest and assignmen
nem, or any or them, in such t hem, in lavoi of the holder of t	Courtin term, time of vacality is, any time in the Note for such sum as may "" "" trobs any to the sum as may "" "" trobs any total sum as may "" "" to be any total sum as may "" "" "" "" "" "" "" "" "" "" "" "" ""	nation with the same and the same properties of the same control of the same care.	I multiput process against them, or any one or more or with interest, costs and afformeys fees, and to waive such independent, hereby ratifying and confirming all the learnings of: even date herewith
	incorporated, coo Rich	witteched and made a p	ect bened.
		PUHPOSE STATEMENT	
o induce Lender to make the	loan evidenced by this Note, the Unders	signer regaments to Lenger as to	niows
 The Undersigned owns are 	d operates a business enterprise under t	he name	
?) The proceeds of the loan t	will be used solely for the following comm	ercial, agricultural or industrial p	U/P080
i) The loan is a business loan ruth-in-Lending Act.	within the purview of Paragraph 6404(c), (Chapter 17, III. Rev. Stat. and is ex	empt from the disclosure requirements of the Federa
eted Signatu	//	Signatur	
			.0.
		CASE (PALUCH	AT JAE(S) OF BORROWER(S)
dress 8220 Skok		x By: 2 am	2 / 2 - 14 12
	Number & West	Denia A	aluon, rosident
Skokie, I	1 60077 Cay & State Zay Code	x By:	WHY TO HELD
708/982-0022	22.22	Natureeu (ase Paluci, Secretary
Totaphana	hatial Saturity No or Carp (D No	X	
		×	

RIDER TO PROMISSORY P & I NOTE:

This NOTE is secured by a certain Mortgage, Assignment of Leases and Security Agreement of even data herewith executed by Manufacturers Affiliated Trust Company as Trustee U/T/A #N-1115 dtd 06/01/1990 ("Mortgage") which partains to certain real estate located at 1806 W.-Greenleaf Chicago IL 60626, Cook County, Illinois, and legally described on Exhibit "2" attached to the Mortgage ("Real Estate") and is further secured by the other Loan and Security documents ("Loan Documents") (as defined in the Mortgage) all of which are made a part hereof and which are hereby incorporated by reference.

AND

This NOTE is secured by a certain Mortgage, in the amount of Four Hundred Twenty Thousand and no/100 Dollars (\$420,000.00) of even date herewith executed by Maker ("Mortgage") which partains to certain real estate located at 1822 W. Lunt and 1826 W. Lunt Chicago Cook County, Illinois, and located described on the Mortgage ("Real Estate"), which is made a part hereof and which is hereby incorporated by reference.

Maker has also executed a Promissory Multi Note in the amount of \$100,000.00 and a Promissory Grid Note in the amount of \$125,000.00 of even date to Payee as Mortgages which partains to Real Estate Inceted at 1822 W. Lunt, 1826 W. Lunt Chicago IL and also secured by a Mortgage of even date of Payee as Mortgages which partains to Real Estate located at 1906 W. Greenleaf Chicago IL which also secures this Promissory P & I Note in the amount of \$195,000.00.

In the event of any default(s) by Maker under the terms, provisions, coverants and conditions of the Promissory Multi Note in the amount of \$100,000.00 and a Promissory Grid Note in the amount of \$125,000.00 and/or the Mortgages described herewith, then, at option of Payee, such default shall be considered a (afault under the terms of this Promissory P and I Note and the Mortgages

EXHIBIT D

SECURED GUARANTY

	th Shore National
(hereinafter called the "Debtor") by AFFILIATED BANK/Non	
when due, whether by declaration or otherwise, and at all times the evidenced, whether direct or indirect, absolute or contingent, or not	ik"), the undersigned hereby unconditionally guarantéels) the full and prompt payment hereafter, of all obligations of the Debtor to the Bank, however created, arising or w or hereafter existing, or due or to become due (all such obligations being hereinafter ree(s) to pay all expenses (including attorneys fees and legal expenses) paid or incurred reof, and in enforcing this guaranty.
The right of recovery against the undersigned is, however, limited	to the amount of
Four Hundred Twenty Thousand 00/100	Dollari Dollari Dollari Dollari Dollari
In the event of the death, incompetency, dissolution or insolven assignment by the Debtor for the benefit of creditors, or the institution making the pay debta as they making, and if such event shall of	sey of the Debtor, or the inability of the Debtor to pay debts as they mature, or an ition of any proceeding by or against the Debtor alleging that the Debtor is inactivent at a time when any of the Liabilities may not then be due and payable, the imount which would be payable hereunder by the undersigned if all Liabilities were
The Bank may, without dymand or notice of any kind, at any tin appropriate and apply toward the payment of such amount, and it balances, credits, deposits, a see into or moneys of such undersigned	ne when any amount shall be due and payable hereunder by any of the undersigned, in such order of application as the Bank may from time to time elect, any property, in the possession or control of the Bank for any purpose.
This guaranty shall be a continuing, absolute and unconditional discontinuance of this guaranty at to any of the undersigned (incluor dissolved) only as follows: any civit e undersigned, and any personatice to the Bank of discontinuance /? this guaranty as to the ushall be effective in any respect until it is acqually received by the Bank by whom or on whose behalf such notice if given with respect to attempts of any expenses paid or incurred by the Bank in endeavoring	guaranty and shall remain in full force and effect as to the undersigned, subject to uding, without limitation, any undersigned who shall become deceased, incompetent on duly authorized and acting on behalf of any of the undersigned, may give written indersigned by whom or on whose behalf such notice is given, but no such notice k and no such notice shall affect or impair the obligations hereunder of the undersigned my Liabilities existing at the date of receipt of such notice by the Bank, any interest g to collect such Liabilities, or any part thereof, and in enforcing this guaranty against if of any of the undersigned shall not affect or impair the obligations hereunder of any
The Bank may, from time to time, without noner to the undersign any of the Liabilities or any obligation hereunder, the return or obtain the with respect to any of the Liabilities, (c) extend or relew to rany plabilities, (d) release or compromise any hability of any of the underliable on any of the Liabilities, (e) release its security interest, if an and permit any substitution or exchange for any such property, and whether or not the Bank shall have resorted to any property, each rule any other of the undersigned or any other party primarily or security.	nd Mortgage /2nd Mortgage
of 1826 W. Lunt Chicago, Il. / 1806	W. Greenleaf / 1822 W. Lunt
	applied by it poward the payment of the Liabilities shall be applied in such order of
Any amount received by the Bank from whatkoever source and a application as the Bank may from time to time elect.	ipplied by it playard the payment of the Liabilities shall be applied in such order of
The undersigned hereby expressly waive(s): (a) notice of the acco- Liabilities, (c) presentment, demand, notice of dishonor, protest, an realization upon the Liabilities or any thereof, any obligation hereund	eplance of this gur anty, (b) notice of the existence of creation of all or any of the diall other notice of hatsoever, and (d) all diligence in collection or protection of or ler, or any security for any of the foregoing.
•	cess of the amount to which the right of recovery under this guaranty is limited in
successive assignee, transferee, or holder of all or any of the Liabilit of such assignee, transferee or holder, as fully as if such assignee, i	fer all or any of the Lianuties, and in such event each and every immediate and ies, shall have the right to enforce this guaranty, by suit or otherwise, for the benefit ransferce or holder were herein or neme specifically given such rights, powers and perfor to that of any such assign, e. Lansferce or holder, to enforce this guaranty for old, assigned or transferred.
bank of any right or remedy shall preclude other or further exercise t	remedy shall operate as a waiver thereof and no single or partial exercise by the thereof or the exercise of any other right or remedy. No action of the Bardy permitted urposes of this guaranty, Liabilities shall include all obligations of the Debtor to the lise to assert any claim or defense as to the invalidity or unenforceability of any such ligations of the undersigned hereunder.
The Undersigned waives any claim or other right which the Unide who is primarily or contingently liable on the guaranteed obligations to Guaranty, including, without limitation, any right of subrogation, rein	resigned may now have or hereafter may acquire a _d air.at the Debtor or any other person that arise from the existence or performance of the Unitersigned's obligations under this mbursement, exoneration, contribution, indemnification, a syright to participate in any rity therefor, which the Bank now has or hereafter acquirer, a hether or not such claim,
This guaranty shall be binding upon the undersigned, and upon the one party shall execute this guaranty, the term "undersigned" shall me obligated hereunder.	ic heirs, legal representatives, successors and assigns of the undersigned. If more than sun all parties executing this guaranty, and all such parties shall be jointly and severally
This guaranty has been made and delivered at Chicago	
circumstances bearing upon the risk of nonneyment of the indebte	emselves informed of Horrower's financial condition and assets, and of all other idness and the nature, scope, and extent of the risks which Guarantois assume and scantors of information known to it regarding such circumstances or risks.
_	Chicago , Illinois this 13th day
of, 19_90	Denis A. Paluch

"This Secured Guaranty is further secured by a certain Mortgage of even date herewith executed by Manufacturers Affiliated Trust Company U/T/A #N-1115 dtd 06/01/1990 ("Mortgage") which pertains to certain real estate located at 1806 W. Greenleaf Chicago, Cook County, Illinois, and legally described in the Mortgage ("Real Estate"), which is made apart hereof and which is hereby incorporated by reference. In case of any default(s) under the terms, covenants and provisions of said Mortgage and/or this Secured Guaranty and Loan Documents then at option of Affiliated Bank/North Shore National any such default(s) shall be considered a default(s) under the terms of this Secured Guaranty.'

AND

"This Secured Guaranty is further secured by a certain Mortgage of even date herewith executed by Avenue Bank Northwest as Trustee $U/T/A^{\frac{\pi}{8}}864$ dtd 8-8-86 as to Parcel 1 and Denis A. Paluch and Kathleen E. Paluch, his wife as to Parcel 2 ("Mortgage") which pertains to certain real estate located at 1822 W. Lunt and 1826 W. Lunt, Chicago, Cook County, Illinois, and legally described on the Mortgage ("Real Estate"), which is made apart hereof and which are hereby incorporated by reference. In case of any default(s) under the terms, covenants and provisions of faid Mortgage and/or this Secured Guaranty and Loan Documents then at option of /rilliated Bank/North Shore National any such default(s) shall iatec.
(a) un.

Clark's Office be considered a defactor(s) under the terms of this Secured Guaranty."

90135207

EXHIBIT E

SECURED GUARANTY

CASE/PALICH & ASSOCIATES, INC. (hereinafter called the "Debtor") by AFFILIATED BANK/_NOCE	h Shore National
when due, whether by declaration or otherwise, and at all times to	ik"), the undersigned hereby unconditionally guarantee(s) the full and prompt payment hereafter, of all obligations of the Debtor to the Bank, however created, arising or w or hereafter existing, or due or to become due (all such obligations being hereinafter ee(s) to pay all expenses (including attorneys fees and legal expenses) paid or incurred reof, and in enforcing this guaranty.
The right of recovery against the undersigned is, however, limited	to the amount of
Four Hundred Twenty Thousand 00/100	
1\$420,000.00	plus interest on such amount and plus all expenses of enforcing this guaranty
assignment by the Debtor for the benefit of creditors, or the institu or unable to pay debts as they mature, and if such event shall o undersigned agree(s) to may to the Bank, upon demand, the full a then due and payable.	cy of the Debtor, or the inability of the Debtor to pay debts as they mature, or an tion of any proceeding by or against the Debtor alleging that the Debtor is insolvent occur at a time when any of the Liabilities may not then be due and payable, the mount which would be payable hereunder by the undersigned if all Liabilities were
appropriate and apply toward the payment of such amount, and in balances, credits, deposits, s.cu units or moneys of such undersigned	ne when any amount shall be due and payable hereunder by any of the undersigned, a such order of application as the Bank may from time to time elect, any property, in the possession or control of the Bank for any purpose.
discontinuance of this guarant, we to any of the undersigned (inclu- or dissolved) only as follows: any continuance in the undersigned, and any personotice to the Bank of discontinuance of this guaranty as to the ushall be effective in any respect until it is acqually received by the Bank by whom or on whose behalf such notice is given with respect to a thereon or any expenses paid or incurred by the Bank in endeavorin such undersigned. Any such notice of discontinuance by or on behal other of the undersigned.	guaranty and shall remain in full force and effect as to the undersigned, subject to using, without limitation, any undersigned who shall become deceased, incompetent on duly authorized and acting on behalf of any of the undersigned, may give written indersigned by whom or on whose behalf such notice is given, but no such notice k and no such notice shall affect or impair the obligations hereunder of the undersigned my Liabilities existing at the date of receipt of such notice by the Bank, any interest g to collect such Liabilities, or any part thereof, and in enforcing this guaranty against for any of the undersigned shall not affect or impair the obligations hereunder of any
any of the Liabilities or any obligation hereunder, the retain or obtain the with respect to any of the Liabilities, (c) extend or review for any of the Liabilities, (d) release or compromise any liability of ally of the underliable on any of the Liabilities, (e) release its security finerest, if an and permit any substitution or exchange for any such preperty, and whether or not the Bank shall have resorted to any property feeling any other of the undersigned or any other party primarily or second.	ned (or any of them), (a) retain or obtain a security interest in any property to secure he primary or secondary hability of any party or parties, in addition to the undersigned, seriod (whether or not longer than the original period), after or exchange any of the reigned hereunder or any liability of any other party or parties primarily or secondarily ny, in all or any property securing any of the Liabilities or any obligation hereunder if it resort to the undersigned (or any of them) for payment of any of the Liabilities, and any of the Liabilities or any obligation hereunder or shall have proceeded against a liabilities of any of the Liabilities.
This guaranty is secured by a 3rd Mortgage.	2nd Mortgage / 2nd Mortgage (mortgage, pledge, etc.)
of 1826 W. Lunt, Chicago, Il./	1306 W. Greenleaf / 1822 W. Lunt
	er tout entate, securities, etc.)
Any amount received by the Bank from whatsoever source and a application as the Bank may from time to time elect.	pplied by it toward the payment of the Liabilities shall be applied in such order of
The undersigned hereby expressly waive(s): (a) notice of the acci-	eptance of this gue anty, (b) notice of the existence or creation of all or any of the d all other notices whatsoever, and (d) all diligence in collection or protection of or ler, or any security for any of the foregoing.
The creation or existence from time to time of Liabilities in exchereby authorized, witthout notice to the undersigned for any of them	ess of the amount to which the right of recovery under this guaranty is limited is in, and shall in no way a feet or impair this guaranty.
successive assignee, transferee, or holder of all or any of the Liabilit of such assignee, transferee or holder, as fully as if such assignee, to benefits, but the Bank shall have an uninipaired right, prior and suf the benefit of the Bank, as to so much of the Liabilities as it has not s	
hank of any right or remedy shall preclude other or further exercise. I hereunder shall in any way impair or affect this guaranty. For the p Bank, notwithstanding any right or power of the Debtor or anyone e obligation, and no such claim or defense shall impair or affect the obl	
who is primarily or contingently liable on the guaranteed obligations to Guaranty, including, without limitation, any right of subrogation, rein	irsigned may now have or hereafter may acquire as air it the Debtor or any other person has arise from the existence or performance of the V no trigned's obligations under this nbursement, exoneration, contribution, indemnification, on vight to participate in any risy therefor, which the Bank now has or hereafter acq tires: whether or not such claim, I law.
one party shall execute this guaranty, the term "undersigned" shall me obligated hereunder.	e heirs, legal representatives, successors and assigns of the undersigned. If more than can all parties executing this guaranty, and all such parties shall be jointly and severally
gumranty shall be prohibited by or invalid under such law, such pr invalidating the remainder of such prevision or the remaining provision	
commence where we want the make of nonneyment of the indehic	emselves informed of Burrower's financial condition and assets, and of all other idness and the nature, scope, and extent of the risks which Guarantors assume and trantors of information known to it regarding such circumstances or risks.
SIGNED AND DELIVERED by the undersigned, at	Chicago
of	Kathleen Case Paluch
	Kathleen Case Paluch
LN-LTD SEC ORTY	The state of the s

"This Secured Guaranty is further secured by a certain Mortgage of even date herewith executed by Manufacturers Affiliated Trust Company U/T/A #N-1115 dtd 06/01/1990 ("Mortgage") which pertains to certain real estate located at 1806 W. Greenleaf Chicago, Cook County, Illinois, and legally described in the Mortgage ("Real Estate"), which is made apart hereof and which is hereby incorporated by reference. In case of any default(s) under the terms, covenants and provisions of said Mortgage and/or this Secured Guaranty and Loan Documents then at option of Affiliated Bank/North Shore National any such default(s) shall be considered a default(s) under the terms of this Secured Guaranty."

AND

"This Secured Guaranty is further secured by a certain Mortgage of even date Ban.

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Aortgage and/or tha
iated Bank/North Sho.

(s) under the terms of herewith executed by Avenue Bank Northwest as Trustee U/T/A#864 dtd 8-8-86 as to Parcel 1 and Denis A. Paluch and Kathleen E. Paluch, his wife as to Parcel 2 ("Mortgage") which pertains to certain real estate located at 1822 W. Lunt and 1826 W. Luni, Chicago, Cook County, Illinois, and legally described on the Mortgage ("Real Estate"), which is made apart hereof and which are hereby incorporated by reference. In case of any default(s) under the terms, covenants and provisions of said Mortgage and/or this Secured Guaranty and Loan Documents then at option of Affiliated Bank/North Shore National any such default(s) shall be considered a default(s) under the terms of this Secured Guaranty."