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DEPT-01 RECORDING 119.25
TR#2222 TRAN 3155 01/18/91 12:13:06
#028 # B *-91-029590
COOK COUNTY RECORDER

[Space Above This Line For Recording Date]

This instrument was prepared by MAIL TO



NEW ASIA BANK
(Name)
222 W. Cermak Rd., Chicago, IL
(Address) 60616

MORTGAGE

THIS MORTGAGE "Security Instrument" is given on JANUARY 8TH 1991. The mortgagor is BERNARD J. MICHA. "Borrower". This Security Instrument is given to NEW ASIA BANK, ITS SUCCESSOR AND/OR ASSIGNS, which is organized and existing under the laws of ILLINOIS, and whose address is 222 WEST CERMAK ROAD, CHICAGO, ILLINOIS 60616 ("Lender"). Borrower owes Lender the principal sum of NINETY FIVE THOUSAND AND NO/100 ***** Dollars U.S. \$ 95,000.00. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 27, 1992. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

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LOT 4 IN CONNORS ADDITION TO SOUTH EVANSTON, BEING A SUBDIVISION OF THAT PART LYING WEST OF CHICAGO AND NORTHWESTERN RAILROAD OF LOT 3 IN DIVISION OF THAT PART OF LOT 6 IN ASSESSOR'S DIVISION OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF GRAVEL ROAD (EXCEPTING FROM SAID LOT 4 THE EAST 10 FEET THEREOF FOR ALLEY), IN COOK COUNTY, ILLINOIS.

91023590

P.T.N. 11-19-117-006

which has the address of 1037 SHERMAN AVENUE EVANSTON
(Street) (City)
Illinois 60202 ("Property Address")
(Zip Code)

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."

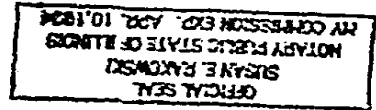
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims 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.

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Property of Cook County Clerk

My Commission expires:

Given under my hand and official seal, this 8th day of January, 1991.

do hereby certify that Susan E. Rakowski, Notary Public in and for said county and state, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS, Cook County ss:

[Space Below This Line For Acknowledgment]

(Seal) Borrower

(Seal) Borrower

Bernard J. Michna

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders) executed by Borrower and recorded with it.

- Adjustable Rate Rider, Graduated Payment Rider, Other(s) [specify], Condominium Rider, Planned Unit Development Rider, 2-1 Family Rider

NON-NEGOTIABLE COVENANTS: Borrower and Lender further covenant and agree as follows: 19. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence. 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs. 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

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 payment 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 against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 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 lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured 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 to 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 take 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, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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 if at 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-day 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 if 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 has priority 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.

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

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security 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 the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or state a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amount of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under 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 the Borrower's consent.

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

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 17.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property address or any other address designated 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 as provided in this paragraph. This Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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 of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument, declared to be severable.

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

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

18. **Borrower's Right to Reinstatement.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's 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 occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 15 or 17.

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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 8TH day of JANUARY, 19 91 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to (the "Lender") of the same date and covering the property described in the Security Instrument and located at:
1037 SHERMAN AVENUE EVANSTON, ILLINOIS 60202
(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.



BERNARD J. MICHA (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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Property of Cook County Clerk's Office

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BORROWER'S NAME AND ADDRESS
222 WEST OLIVER ROAD
CHICAGO, IL 60618-1997

NEW 9518 2012 9 5 9
222 WEST OLIVER ROAD
CHICAGO, IL 60618-1997

Loan Number 51000-01
Date 09/05/12
Maturity Date 09/05/13
Loan Amount \$ 5,000.00
Renewal Of

BORROWER'S NAME AND ADDRESS
"I" includes each borrower above, jointly and severally.

LENDER'S NAME AND ADDRESS
"You" means the lender, its successors and assigns.

I promise to pay to you, or your order, at your address listed above the

PRINCIPAL sum of Five Thousand Dollars Dollars \$ 5,000.00

- Single Advance: I have received all of this principal sum. No additional advances are contemplated under this note.
 Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. As of today I have received the amount of \$ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

Open-End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires no later than _____

Closed-End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

PURPOSE: The purpose of this loan is PERSONAL USE

INTEREST: I agree to pay interest on the principal balance(s) owing from time to time as stated in this section. Interest will be calculated on a _____ basis.

- Fixed Rate: I agree to pay interest at the fixed, simple rate of _____ % per year.
 Variable Rate: I agree to pay interest at the initial simple rate of _____ % per year. This rate may change as stated below.
 Index Rate: The future rate will be 1.000000 the following index rate: LIBOR 3 MONTH
 No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.
 Frequency and Timing: The rate on this note may increase as often as _____
An increase in the interest rate will take effect _____
 Limitations: The rate on this note will not at any time (and no matter what happens to an index rate used) go above or below these limits.
 Maximum Rate: The rate will not go above _____
 Minimum Rate: The rate will not go below _____

Post-Maturity Rate: I agree to pay interest on the unpaid balance owing after maturity and until paid in full as stated below.

- on the same fixed or variable rate basis in effect before maturity (as indicated above).
 at a rate equal to 12.0000

ADDITIONAL CHARGES: In addition to interest, I have paid agree to pay the following additional charges ASSOCIATION

PAYMENTS: I agree to pay this note as follows:

- Interest: I agree to pay accrued interest MONTHLY
 Principal: I agree to pay the principal 100% BY END OF TERM ON 09/05/13
 Installments: I agree to pay this note in _____ payments. The first payment will be in the amount of \$ _____ and will be due on _____ A payment of \$ _____ will be due on the _____ day of each _____ thereafter. The final payment of the entire unpaid balance of principal and interest will be due _____
 Effect of Variable Rate: An increase in the interest rate will have the following effect on the payments:
 The amount of each scheduled payment will be increased. The amount of the final payment will be increased.

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FORM UNS-1 10/31/86

© 1984 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 FORM UNS-1 5/15/87

X

X

X

Signed _____
Date _____

Any person who signs within this box does so to give you a security interest in the property described above. This person does not promise to pay the note.

If checked, this security agreement should be filed in the real estate records.

Name of record owner, if not me: _____

Description of real estate if the above property is crops, timber, minerals (including oil or gas) or fixtures: _____

I will use the property listed as security above for: farming operations business purposes THE MORTGAGES

If checked, this note is secured by a separate AND THE ASSIGNMENT OF PROFITS

dated JAN. 8, 1991. (Failure to list a prior security agreement here does not mean that the agreement does not secure this note.)

SIGNATURES: I AGREE TO THE TERMS SET OUT ON THE FRONT AND BACK OF THIS AGREEMENT. I have received a copy of this document on today's date.

GRANT, ESTATE: 1037 SHERMAN AVENUE, MANASSAS, ILLINOIS 60202
ADDRESS: 929 CAMERON, WILMINGTON, ILLINOIS 60091
PERMANENT POWER NO. 11-19-117-095
PERMANENT POWER NO. 05-28-315-012-670

- Additional Property: Described as follows:
- General Intangibles: All general intangibles I own now or may own in the future including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.
- Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment: All rights I have now or may have in the future to the payment of money including, but not limited to:
- (a) all poultry and livestock and their young, along with their products and produce;
 - (b) all crops, annual or perennial, and all products of the crops; and
 - (c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.
- Farm Products: All farm products which I own now or may own in the future including, but not limited to:
- (a) all poultry and livestock and their young, along with their products and produce;
 - (b) all crops, annual or perennial, and all products of the crops; and
 - (c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.
- Equipment: All equipment which I own now or may own in the future including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. Any equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.
- Inventory: All inventory wherever it is located which I own now or may own in the future, which I will sell or lease, or which has been or will be supplied to me under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.
- SECURITY: I give you a security interest in the following:
- (1) any property of mine, whether I own it now or in the future, which is in your possession (this includes, but is not limited to, property I give you for safekeeping, collection, or exchange, and all dividends and distributions from the property);
 - (2) the property described below, together with all parts, accessories, repairs, improvements and acccessions to the property, and all proceeds and products from the property.

0059100590

A PART OF \$5.000 IN THE BANKERS MORE THAN 10 DAYS PAST DUE

ADDITIONAL TERMS:

UNOFFICIAL COPY

FORM UN-5 (1-1955)

DATE OF TRANSACTION	ADVANCE	REPAYMENTS	BALANCE	INTEREST RATE	MONTHLY PAYMENTS	INTEREST THROUGH
	\$	\$	\$	%	\$	
	\$	\$	\$	%	\$	
	\$	\$	\$	%	\$	
	\$	\$	\$	%	\$	
	\$	\$	\$	%	\$	
	\$	\$	\$	%	\$	
	\$	\$	\$	%	\$	
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	\$	\$	\$	%	\$	
	\$	\$	\$	%	\$	
	\$	\$	\$	%	\$	
	\$	\$	\$	%	\$	
	\$	\$	\$	%	\$	
	\$	\$	\$	%	\$	

SECURED OBLIGATIONS: This security agreement secures this note and any other debt I have with you, now or later. However, it will not secure other debts if you talk with respect to such other debts, to make any required disclosures about this security agreement or if you fail to give any required notice of the right of rescission. This security agreement will be in effect until it is discharged in writing.

OWNERSHIP AND DUTIES TOWARD PROPERTY: I represent that I own the property listed as security on the front side. Your security interest in the property is ahead of the claims of any other creditor and I will do whatever you request to protect your interest.

I will keep the property in my possession at the address listed on the front side. I will not remove the property from that address unless I have given you written notice of the location where I would like to move the property and you have not objected in writing.

I will use the property only for its intended purposes, and will keep it in good repair. I will notify you of any loss or damage to the property. You may examine and inspect the property wherever it is located at any reasonable time.

I will not sell or transfer the property, or any interest in it without first obtaining your written consent, unless the property is inventory. By not objecting to an unauthorized sale or transfer, you do not waive your right to consider any subsequent unauthorized sale or transfer a default.

I will pay all taxes and charges on the property, as they become due.

INSURANCE: I agree to keep the property insured against the risk and for the amount you require. I will buy the insurance from a firm which is licensed to do business in this state and whose insurance policy is acceptable to you. You will be named as loss payee in the insurance policy. The insurance will be in effect until the property is released from this agreement. You may require additional security. I will agree that insurance proceeds may be used to repair or replace the property.

ACCOUNTS AS SECURED PROPERTY: If I have given you a security interest in my accounts, I will not settle any account for less than its full value without your written permission.

I will collect all accounts until you tell me otherwise. I will keep the proceeds from all the accounts and any goods which are returned to me or which have been taken back in trust for you, and will not mix them with any other property of mine. As you request, I will deliver the proceeds to you or pay you the full price on any returned or repossessed items.

INVENTORY AS SECURED PROPERTY: If I have given you a security interest in my inventory, I will not dispose of it except in the ordinary course of my business at the fair market value for the property, or at a minimum price that we have agreed upon.

FARM PRODUCTS AS SECURED PROPERTY: If I have given you a security interest in my farm products, I will provide to you a written list of the buyers, commission merchants or selling agents to or through whom I may sell my farm products. As used in this paragraph, the terms farm products, commission merchants and selling agents have the meanings given to them in the Federal Food Security Act of 1955.

RIGHTS OF LENDER: You may take the following actions without this agreement:

PLEDGES: Pledged property is property I am giving to you to keep in your possession to secure the payment of the secured obligations. You may keep this property until the secured obligations are paid in full. You do not have to grant any rights I may have against any prior parties to the property. You or someone you select may be shown as the owner of the property. You may have any prior party make payments on the property to you. You are not liable for any decline in value of the property.

FINING: A carbon, photographic or other reproduction of this agreement may be used as a financing statement, unless otherwise shown by law.

REMEDIES: I will be in default on this security agreement if I am in default on any note this agreement secures or if I fail to keep any promise contained in the terms of this agreement. If I default, you have all of the rights and remedies provided in the note and under the secured property available to you at a place where it is reasonably convenient. You may take possession of the secured property and sell it as provided by law. The proceeds will be applied first to your expenses and then to the debt. I agree that 10 days written notice sent to my address listed on the front side by first class mail will be reasonable notice under the Uniform Commercial Code.

SECURED OBLIGATIONS: Pledged property is property I am giving to you to keep in your possession to secure the payment of the secured obligations. You may keep this property until the secured obligations are paid in full. You do not have to grant any rights I may have against any prior parties to the property. You or someone you select may be shown as the owner of the property. You may have any prior party make payments on the property to you. You are not liable for any decline in value of the property.

FINING: A carbon, photographic or other reproduction of this agreement may be used as a financing statement, unless otherwise shown by law.

PAYMENTS BY LENDER: You are authorized to pay, on my behalf, charges I am or may become obligated to pay to preserve or protect the secured property, such as property insurance premiums. You may treat those payments as advances and add them to the unpaid principal under the note secured by this agreement.

PURCHASE MONEY SECURITY INTEREST: For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement (a purchase money security interest), I also secured by this agreement all payments on the purchase money loan and money loan and all payments on the purchase money loan will be deemed to apply first to the non-purchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items of collateral were acquired. No security interest will be terminated by application of this form unless it is as stated above. "Purchase money loan" means a loan for which the proceeds of an advance or other payment are used to acquire any collateral securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

REMEDIES: I will be in default on this security agreement if I am in default on any note this agreement secures or if I fail to keep any promise contained in the terms of this agreement. If I default, you have all of the rights and remedies provided in the note and under the secured property available to you at a place where it is reasonably convenient. You may take possession of the secured property and sell it as provided by law. The proceeds will be applied first to your expenses and then to the debt. I agree that 10 days written notice sent to my address listed on the front side by first class mail will be reasonable notice under the Uniform Commercial Code.

PLEDGES: Pledged property is property I am giving to you to keep in your possession to secure the payment of the secured obligations. You may keep this property until the secured obligations are paid in full. You do not have to grant any rights I may have against any prior parties to the property. You or someone you select may be shown as the owner of the property. You may have any prior party make payments on the property to you. You are not liable for any decline in value of the property.

FINING: A carbon, photographic or other reproduction of this agreement may be used as a financing statement, unless otherwise shown by law.

UNOFFICIAL COPY

BERNARD J. MITCHELL

NEW ASIA BANK 2 9 5 9 0

Loan Number 51789-02

888 ... ROAD

Date ... 1993

ADDITIONAL TERMS OF THE NOTE

APPLICABLE LAW: The law of the state in which you are located will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation.

PAYMENTS: Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce unpaid earned interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this form.

INTEREST: If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. If the interest rate on this note is variable, decreases in the interest rate will have the corresponding opposite effect on my payment that increases will have (as shown on the front of this form). No matter how the interest rate is computed, it will never be higher than the highest rate allowed by law.

INDEX RATES: If you and I have agreed that the interest rate on this note will be variable and will be related to an index rate, then the index we select will function only as a tool for setting the rate on this note. You do not guarantee, by selecting any index, that the rate on this note will have a particular relationship to the rate you charge on any other loans or any type or class of loans with your other customers.

SINGLE ADVANCE LOANS: If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

MULTIPLE ADVANCE LOANS: If this is a multiple advance loan, you and I expect that you will make more than one advance of principal.

If this is closed-end credit, then repaying a part of the principal will not entitle me to additional credit.

If this is open-end credit, then repaying a part of the principal will entitle me to additional credit, unless the open-end feature has expired. You will not ordinarily make an advance if it would cause the unpaid principal amount to become greater than the maximum principal amount, or if the unpaid principal amount is already greater than the maximum principal amount. You will never be obligated to make such an advance, even if you occasionally do so.

POST-MATURITY RATE: For purposes of deciding when the "Post-Maturity Rate" (shown on the other side) applies, the term "maturity" means the following:

- (1) if the note is payable on demand, the date you make your demand or the date you accelerate payment on the note, whichever is earlier;
- (2) if the note is payable on demand with an alternate maturity date(s), the date you make your demand or the final alternate maturity date or the date you accelerate payment on the note, whichever is earlier; or
- (3) in all other cases, the date of the last scheduled payment of principal or the date you accelerate payment on the note, whichever is earlier.

SET-OFF: You have the right to set-off any amount I owe you under this note against any right I have to receive money from you. If my right to receive money from you is owned by someone else not paying this note, your set-off can only reach funds I could have reached with my own request or endorsement. Your right of set-off does not extend to accounts where my rights are only as a beneficiary. It also does not extend to my IRA or other tax-deferred retirement account.

Your right of set-off applies without your first telling me you are going to use it. It applies no matter what sort or value of collateral is on this loan. It also applies no matter who else has agreed to pay this note.

You will not be liable for wrongful dishonor of a check where such dishonor occurs because you set-off this debt against my account.

ATTORNEYS' FEES: If you hire a lawyer to collect this note, I must pay his or her fee, plus court costs (except where prohibited by law).

DEFAULT: I will be in default if any one or more of the following occur:

- (1) I fail to make a payment on time or in the amount due;
- (2) I fail to keep the collateral insured, if required;
- (3) I fail to keep any other promise I have made in connection with this loan or any agreement securing this loan;
- (4) I fail to pay, or keep any other promise, on any other loan or agreement I have with you;
- (5) any other creditor or mine attempts to collect the debt I owe him through court proceedings;
- (6) I die;
- (7) I go into bankruptcy, whether by my own choice or not;
- (8) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; or
- (9) anything else happens which causes you to believe that you will have difficulty collecting the amount I owe you.

REMEDIES: If I am in default on this note, you have the following remedies:

- (1) you may, without notice, accelerate the due date of this note and make all unpaid principal, interest, and all other charges immediately due and payable;
- (2) you may set-off this debt against any right I have to the payment of money from you;
- (3) you may demand more security or new parties obligated to pay this note in return for not using any other remedy;
- (4) you may make use of any remedy you have under state or federal law;
- (5) you may make use of any remedy given to you in any agreement securing this note; and
- (6) if this is a multiple advance loan, either open-end or closed-end, you may refuse to make advances to me while I am in default.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By deciding not to use any remedy should I default, you do not waive your right to later consider the event a default if it happens again.

CONFESSION OF JUDGMENT: In addition to your remedies listed above, I authorize any attorney to appear in a court of record and confess judgment, without process, against me, in favor of you, for any sum unpaid and due on this note, together with collection costs including reasonable attorneys' fees.

WAIVER: I give up my rights to require you to do certain things. I will not require you to:

- (1) demand payment of amounts due (presentment);
- (2) obtain official certification of nonpayment (protest); or
- (3) give notice that amounts due have not been paid (notice of dishonor).

ADDITIONAL PARTIES AND SECURITY: I understand that I must pay this note even if someone else has signed it. You may sue me, or anyone else who is obligated on the note, or any of us together, to collect this note. You do not have to tell me this note has not been paid. You may, without notice, release any cosigner, release or substitute secured property, fail to perfect any security, interest or otherwise impair the secured property, or waive any right you might have against any of us and I will still be obligated to pay the note. Extending new credit or renewing or modifying this note will not affect my duty to pay this note. If any of us have our obligation discharged in bankruptcy, this fact will not affect the obligation of any other person who has agreed to pay this note.

FINANCIAL STATEMENTS: I agree to provide to you, upon request, any financial statements or information you may deem necessary. I warrant that all financial statements and information I provide to you are or will be accurate, correct, and complete.

GUARANTEE: By signing below, I unconditionally guarantee the payment of any amounts owed under this note and any security agreement. I also agree that all the other terms of the note and any security agreement will apply to me.

X *[Signature]*
X *[Signature]*