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For Use With Note Form No. 1447 FOR USE WHID NOIS FORM NO. 1447

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THIS INDENTURE	E. made	March 16,	<u>19.92</u> , b	etween				
JOANN SAPOI	RITO, whose	address is 1	022 Augusta,		921	85564	ı	
Oak Park,	Illinois 60	0302					•	
	:/		e de la face de la companya de la co					
(NO. A herein referred to as	AND STREET) "Mortgažors." and	, stanley 680	CHOWSKI, ISTATE	<u>' </u>				
Assignee fo	or the Benef	Eit of the Cr	editors of J	ohn F.				
		located at 4		77.				
Highway, Su herein referred to as	INDSTREET)	rk Ridge, II	linois 6006		A boy	Space For Reco	ordar's I lea	Only
herein referred to as	"Mortgagee," with	esseth:						
THAT WHERE	AS the Mortgagor	rs are justly indebted SEVENTY-51	to the Mortgagee up	oon the installm	ent note of eve	n date herewith	, in the pri	ncipal s DOU
die 18.076. 48	2 navable	to the order of and de	livered to the Mortes	gee, in and hy w	hich note the Me	ortgagors promis	e to pay the	said pr
sum and interest at th	ne rate ind in instal	lments as provided in a	a cuch aloce as the bol	ders of the nate	may from time	lotime in writin	e annoint. a	and m a
		of the Mortgagee at		rthwest H	ighway, Si	ite 340,	Park R	idge
Illinois 6	0068	gor, to secure the payn			v and said intere	d in necordance	with the ter	ms nros
and limitations of thi	is mortgage, and th	r pe formance of the	covenants and agrees	ments nerem co	ntaines, by the	IL CONVEY AN	JOWARR	ANT
Mortgagee, and the M	furtengee's successivities of	G, and assigns, the tol	lowing described Ren	Lestate and and	of their estate, rig	tht, title and inte	iezi melem	i, Sirnate
and being in the							101 111	
See Exhibit	"A" attach	ed hereto and	d by this ref	fernce mad	de a part	nereof.	• •	1
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4		and the supplier of the supplier	6	•		,		
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	A. A.		O_{j}					
which, with the prope	rty hereinafter desc	cribed, is referred to he	erein as the "ptemise:	6				
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		28-15-1119					**.	
Permanent Real Estat		<i>:</i>	9-023 to -044					
Permanent Real Estate Address(es) of Real E	15301	South Cicero			Illinois			
	15301	<i>:</i>			Illinois			
Address(es) of Real E	15301	South Cicero	Avenue, Oak	Forest,	b loveite and	all rents, issues a	nd profits (hereof
Address(es) of Real E	state: 15301	South Cicero	Avenue, Oak	tenances therete	a belonging, and	caus contestate a	ทก กกร ระกะ	うわれるていひ
Address(es) of Real E. TOGETHER with long and during all such all apparatus, equipme single units or central!	h all improvements. In the sa Mortgago into a strictes now o y controlled), and y	South Cicero tenements, easement ors may be entitled their thereafter therein or ventilation, including	Avenue, Oak is, fixtures, and appur reto (which are pledge thereon used to suppl (without restricting the foregoing are the	tenances thereto d primarily and ly heat, gas, air of clored in be a no	b belonging, and on a prift with condition a g. Wa treens, wil down	iaki real estale a ter, light, power shades, storm do the whether phy	na not sect , refrigerati sors and with sically atta	ion (who ndows, iched the
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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances, with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee ta) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the law of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issumpe of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors small have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in rain note.
- 6 Mortgagars shall keep all beildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under officies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same of to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in cust of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein. Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys (see, and any other moneys advanced by Mortgagee to due and payable without notice and with interest thereon at he highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate produced from the appropriate public office without in junt into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title of claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein mention d, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgage's all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become dur and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be showed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on habit of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of tale, the searches, and examinations, little insurance policies, Torrens certificates, and similar data and assurances with respect to title as the tengee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had purkuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragrap by neutioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and be a rupley proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured: or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right, a foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
 - 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following rider of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mention or in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; four a transport of Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
 - 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such convaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a ficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
 - 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
 - 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
 - 15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
 - 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
 - 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
 - 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

EXHIBIT "A"

SECOND MORTGAGE DATED MARCH 16, 1992

BETWEEN JOANN SAPORITO, AS MORTGAGOR, AND
STANLEY OBUCHOWSKI, AS ASSIGNEE FOR THE BENEFIT OF THE CREDITORS
OF JOHN F. AMICO, A CORP., AS MORTGAGEE

Legal Description

Lots 1 through 22, both inclusive, in Block 8 in the Resubdivision of Lessey and Boroff's Subdivision of the 18 acres west of Railroad in the South 1/2 of the Northwest 1/4 of Section 15, Township 36 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded October 26, 1960 as Document No. 18000763, and corrected by Plat recorded February 6, 1961 as Document No. 18079053, in Cook County, Illinois.

Common Address:

15301 South Cicero Avenue

Oak Forest, Illinois

Permanent Index No.: 28-15-109-023 to -044

92185564

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EXHIBIT "B"

SECOND MORTGAGE
DATED MARCH 16, 1992

BETWEEN JOANN SAPORITO, AS MORTGAGOR, AND STANLEY OBUCHOWSKI, AS ASSIGNEE FOR THE BENEFIT OF THE CREDITORS OF JOHN F. AMICO, A CORP., AS MORTGAGEE

- 1. In the event of any conflict between the provisions of the foregoing printed and typewritten Second Mortgage and this Exhibit, the provisions of this Exhibit shall prevail and control.
- 2. The Second Mortgage is subordinate to that certain Mortgage, Security Agreement and Financing Statement dated February /2, 1992, by and between Joann Saporito, as Mortgagor, and Cole Taylor Bank, as Mortgagee.
 - 3. Mortgagor warrants and represents to Mortgagee that no release of any petroleum, oil or chemical liquids or solids, liquid or gaseous products or hazardous waste or any other pollution or contamination ("Environmental Contamination") in violation of any federal, state or local laws relating to such release, has occurred or is existing on any portion of the property which is the subject of the Second Mortgage (the "Premises") or, to the best knowledge of Mortgagor, and Mortgagor has not received notice from any source, oral or written, of any of the following occurrences:
 - 3.1 any such Environmental Contamination;
 - 3.2 that Mortgagor's business and operations are not in full compliance with requirements of federal, state or local environmental, health and safety statutes or regulations;
 - 3.3 that Mortgagor is the subject of any federal, state or local investigation evaluating whether any remedial action is needed to respond to any Environmental Contamination, alleged or otherwise;
 - 3.4 that any portion of the Premises or of any other property or assets of Mortgagor, real or personal, is subject to any lien arising under any federal, state or local environmental, health and safety statutes or regulations.
 - 4. Mortgagor covenants and agrees, until all indebtedness or obligations secured by the Second Mortgage are paid in full:
 - 4.1 Mortgagor shall not cause or permit to exist any Environmental Contamination on any portion of the

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Premises or on any portion of any other real estate now or hereafter owned, leased, occupied or operated by Mortgagor, or with respect to the business and operations of Mortgagor.

- 4.2 Mortgagor shall immediately notify Mortgagee of its receipt of any notice, oral or written, of the type described in Paragraph 3 of this Exhibit.
- harmless from and against all losses, costs, claims, causes of action, damages (including special, consequential and punitive damages), and including attorneys' fees and costs, incurred by Mortgagee and in any manner related to or arising from the breach of any of the foregoing warranties, representations, covenants, agreements of Mortgagee's becoming liable, in any manner whatsoever, for any Environmental Contamination previously, now or hereafter existing or occurring on any portion of the Premises or on any other real estate previously, now or in the future owned, leased, occupied or operated by Mortgagor, or occurring with respect to Mortgagor's business or operations, which indemnification shall survive the payment in full of all indebtedness secured by the Mortgage.
- 6. The breach of any warranties, representations, covenants or agreements contained in Paragraphs 3, 4 or 5 of this Exhibit or the giving to Mortgager of any notice of the type described in Paragraph 3 of this Exhibit (regardless of whether any Environmental Contamination of the type described in Paragraph 3 of this Exhibit has occurred and regardless of whether Mortgager has notified Mortgager of the receipt of any such notice) shall entitle Mortgager to accelerate the maturity of all unpaid indebtedness secured by the Second Mortgage, and all such indebtedness shall become immediately thereafter due and payable, and if payment thereof is not immediately made, Mortgagee shall have all remedies stated in the Second Mortgage or otherwise available to it.
- 7. To the extent permitted by applicable law, Mortgagor irrevocably authorizes any attorney of any court of record to appear for Mortgagor at any time after payment of the Note that is secured by this Second Mortgage is due, whether by acceleration or otherwise, and confess judgment in favor of Mortgagee and against Mortgagor for such amount as shall be unpaid under the said Note and/or hereunder, together with interest, late charges, reasonable attorneys' fees and costs, and Mortgagor waives and releases all error which may intervene in any such proceeding and consent to immediate execution upon said judgment, hereby ratifying and confirming all said attorney may do by virtue hereof.

OANN SAPORITO

449558126

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