BANK OF HOMEWOOD NO FINE BOOK

2054 Plage Road, Hornewood, N. 60430 (705) 759-6080 18600 Disis Highway, Homewood, N. 60430 "LEAGUR"

MORTGAGE

GRANTOR	BORROWER
Frank L. Larocca	Frank L. Larocca
Gloria Larocca	Gloria Larocca
ADDRESS 14925 Morningside Road Orland Park, IL 60462 TRAPHONENO. 108HTMCATION NO. 708-349-07(2) 357-22-9052	ADDRESS 14525 Morningside Road Orland Park, IL 60462 TELEPHONENO. DEMTRICATION NO. 708-349-0792 357-22-9052

- 1. GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenancies; leases, ticenses and other agreements; rents, issues and profits; water, well, ditch, receivoir and mineral rights and stocks, and standing timber and well-propertaining to the real property (ourmulatively "Property").
- 2. OBLIGATIONS. This Mortgrap in accure the payment and performance of all of Borrower and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumulative). O ligations's to Lender pursuant to:
 - (a) this Mortgage and the following room story notes and other agreements:

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1	CO MANUELLA	PANCAPAL AMOUNT	PUNDING/	MAYURITY	CUSTOMER	LOAN
1	Profile Committee	CREDIT LIMIT	AGREEMENT DATE	DATE	NUMBER	NUMBER
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- [X] all other present or future obligations of Borrower o G ar or to Lender (whether incurred for the same or different purposes than the foregoing);
- b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing.
- 3. PURPOSE. This Mortgage and the Obligations described herein are executed and incurred for PERSONAL purposes.
- 8. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all an our is expended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to shounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.
 - 6. CONSTRUCTION PURPOSES. If checked, [...] this Mortgage secures an indebtedness for construction purposes.
 - 7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Linder that:

(a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference.

- (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, \$\frac{1}{2} \text{-1} \text
- (c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time:
- (d) No action or proceeding is or shall be pending or threatened which might materially affect the Property;
- (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.
- a. TRANSFERS OF THE PROPERTY QR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declars the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promiseory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.
- e. INQUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor trereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.
- 10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fall to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. It Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.

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11. COLLECTION OF INDEBTEDRESS FROM THIRD PARTY. Larger still by criminal to require 11. COLLECTION OF MIDERTEDRIES FROM THIRD PARTY. Lender small be emission to notify any third party (including, but not limited to, lesses, ficenses, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (ournulatively "Indebtedness") whether or not a default exists under this Mortgage. Granter shall diligantly collect the indebtedness owing to Grantor from these third parties until the giving of such notification. In the even; that Grantor possesses or receives passession of any instrument or other remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and or energetitances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but nor required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or colleteral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the action described in this paragraph or any damages resulting therefrom.

12. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

13. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any case whetevever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

- 14. INSURANCE, Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the Insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to be paid to Lender. In the event Grantor fails to acquire or maintain insurance, Londer (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance confidence of insurance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall furnish Lander with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and setting claims under insurance policies, cancelling (my policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lander for further securing the Obligations. In the event of loss, Grantor shall knowledge instead of to Lender and Grantor. Lender shall knowledge insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monles toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Gra
- 15. ZONING AND PRIVATE COVENANT? Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lander's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be class refused or abandoned without the prior written consent of Lender. Grantor will immediately provide with written notice of any proposed change: to the zoning provisions or private covenants affecting the Property.
- 18. CONDEMNATION. Grantor shall immediately provide Lander with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies pays lie to Grantor from such condemnation or taking are hereby assigned to Lander and shall be applied first to the payment of Lander's attorneys' tees, legal axyenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event Grantor shall be obligated to restore or repair the Property.
- 17. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lander with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. G antor instead appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or a vitie any claim or controversy pertaining thereto. Lander shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name. Grantor shall cooperate and assist Lender in any action hereunder.
- 18. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any directors, officers, employees and agents with written notice of and indemnify and hold Lender harmless from all claims, demages, liabilities (including stronges) fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazmdous Materials). Grantor, upon the request of Lender, shall hire legal counsel acceptable to Lender to define acceptable to Lender shall be continued in connection therewith. In the alternative, Lender shall be entitled to employ its own legal coursel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgige.
- 19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Fior only when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium (a) as and assessments pertaining to the Property as estimated by Lender. So long as there is no default, these amounts shall be applied to the payment of the same and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds at he'd to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.
- 20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its a vents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to the Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and record as all be genuine, true, accurate and complets in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pirtain no to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's flower of condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency of Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, 🖟 alv. Intended transferse of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance of the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferse with respect to these matters in the event that Grantor falls to provide the requested statement in a timely manner.
 - 22. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor, Borrower or any guarantor of any Obligation:

(a) fails to pay any Obligation to Lender when due;
(b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Morigage or any other present or future, written or oral, agreement;

or oral, agreement;
(c) allows the Property to be damaged, destroyed, fost or stolen in any material respect;
(d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender;
(e) allow goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is Riegal; or
(f) causes Lender to deem itself insecure in good faith for any reason.

77 23. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lander shall be entitled to exercise one or more of the following ies without notice or demand (except as required by law):

(a) to declare the Obligations immediately due and payable in full;

(b) to collect the outstanding Obligations with or without resorting to judicial process;

- (c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;

(d) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
(e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;

or any entering an event was payment or pertormance of the Congesions, or the existence of any waste to the Property;
(f) to foreclose this Mortgage;
(g) to set-off Grantor's Obligations against any amounts due to Lender Including, but not limited to, monies, instruments, and deposit accounts to instruments. ntained with Lender; and

(h) to exercise all other rights available to Lender under any other written agreement or applicable law

Lander's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might e be required.

- Se. WAIVER OF HOMESTEAD AND THE exemptions to which Grantor would otherwise be entitled under any applicable law.
 - 25. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender.
- 28. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's see and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' sees, legal expenses, filling fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by lew
- REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.
- 28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.
- 29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an
- 30. SUBROGATION OF LENDER. Lender shalf be subrogated to the rights of the holder of any previous ilen, security interest or encumbrance discharged with funds was ced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.
- 31. COLLECTION CO278 If Lander hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lende is reasonable attorneys' fees and costs.
- 32. PARTIAL RELEASE. 15 ndr / may release its interest in a portion of the Property by executing and recording one or more partial release without affecting its interest in the remaining position of the Property. Except as provided in paragraph 25, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.
- 33. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Londer may perform any of Grantor's Obligations or delay or fall to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion, Grantor's Obligations under this Morgage shall not be affected if Lender ament a, rom promises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any O antor, third party or the Property.
- 34. SUCCESSORS AND ASSIGNS. This Mortgi ge shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.
- 35. NOTICES. Any notice or other communication to the parties at the addresses described in this Mortgage or such other address as the partie in my designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days siner cross notice is sent and on any other such notice shall be deemed given when received by the person to whom such notice is being given.
- 36. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforcesble
- 37. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.
- 38. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Litrator waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to trie by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender portaining to the terms and conditions of those documents.
 - 38. ADDITIONAL TERMS.
 - COLLATERAL SECURING OTHER LOANS WITH LENDER MAY ALSO SECURE THIS LOAN. REMEWAL OF THIS LOAN WILL BE SUBJECT TO A RENEWAL PER.

Grantor acknowledges that Granto Detect: MAY 28, 1993	r has read, understands, and agrees to the t	erms and cond	litions of this	Mortgage.	0	
MANTOR Frank L. Laro	COM	GRANTOR:	Oloria	Larocca	D	
WEEK &. LANDECO.	The state of the s	A Blocks	Large	Roua	Larocea	
FANTOR:		GRANTOR:				
WITOR						
MANTOR:		GRANTOR:				

State of ILLINOIS UNOFFIC	ALCOPY
County of COOK)	County of
1, Margaret Palm , a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank L. Larocca & Gleria Larocca	The foregoing instrument was acknowledged before me this
personally known to me to be the same person. B	on behalf of the
Given under my hand and official seal, this <u>lst</u> day of June 1993	Given under my hand and official seal, this day of
Notary Public Commission expires: OFFICIAL SEAL MARGARET PALM right by Public, State of Ultimore, My Commission Lapires 6-12-94 SCHE	Notary Public Commission expires: DULE A DEPT-01 RECOVERING \$25.5
The street address of the Propert of applicable) is: 14473 Ravinia Averation Orland Park, IL (CA62	TWEBBE TRAN 1670 96/08/73 98:44:90 #5954 # # ### ### #####################
Dox	DEPT-01 RECORDING 42.6 TH0889 TRAN 1691 06/08/93 08:45:00 85957 # #
Permanent Index No.(s): 27-09-220-043-1008	
The legal description of the Property is:	
UNIT MUBER 8 IN MODDLAWN DAKE CONSCIUNTUM FOLLOWING DESCRIBED REAL STATE: CS/TAIN LO BEING A RESURDIVISION OF LOT 8 IN SUPLIVISI HOMEWS SUBDIVISION OF THE BAST 1/2 OF THE N	TS IN SCHWAEDERE HOMES F.U.D., ON OF BLOCKS 1 TO 4 IN COTTAGE

UNIT NUMBER 8 IN WOODLAWN OAKS CONDORUNIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CS/TAIN LOTS IN SCHMARDERS HOMES F.U.D., BRING A RESURDIVISION OF LOT 8 IN SUBJIVISION OF BLOCKS 1 TO 4 IN COTTAGE HOMEWS SUBDIVISION OF THE BAST 1/2 OF THE WORTHEAST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE TETAL PRINCIPAL MERIDIAN, ALSO LOTS 1 TO 3 IN THE CENTER POINT OF ORLAND SUBJIVISION OF PART OF THE MORTHEAST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL HERIDIAN, WHICE SURVEY IS ATTACHED AS EXHIBIT "R" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 8729/1/1 TOGETHER ITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON MUSTURES, IN COOK COUNTY, ILLINOIS.

SCHEDULE B

BRISTING LIENS OF RECORD

Document prepared by: S Young RETURN MAIL TO:

S. Young, Loan Administration First National Bank of Blue Island 13057 S Western Ave Blue Island, IL 60406-2418

This instrument was prepared by: Iris Luth/WWA

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