First National BANK OF BROOKFIELD

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MORTGAGE

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William Deborah	Jelimek Jelimek	tile getter i we savis	William Je	linek Linek	
Appendix 17326 Lakebrook Drive Orland Park, IL 60402 THE EPHONE NO. 330-44-8438			17326 Lakebrook Drive Orland Park, IL 60462 TELEPHONE HO. 330-64-6438		
ANT -	nd and relucible consideration	, Grantor hereby morigi	ges and warrants	to Lender Identified abo	eve, the real property described
A which is a sente, and app d standing time (GATIONS, T and coveran	ttached at this Mortgage an surferation; leases, floatess i ber and or spe pertaining to the his Mortgage (val) secure the its (ournulative): O'. "gattone")	and other agreements; re e real property (ournulath payment and performant to Lender pursuant to:	ents, lesues and p vely "Property"). pe of all of Borrower	rofits; water, well, ditch	i, recorvoir and minoral rights or
A which is a sentence and applications the sentence and coverant his Mortgage (ttached a this Mortgage and ourtena.co/; leases, licenses in ber and or pe pertaining to the This Mortgage [vail secure the	and other agreements; re e real property (ournulath payment and performant to Lender pursuant to:	ents, lesues and p vely "Property"). pe of all of Borrower	rofits; water, welf, ditch r and Grantor's present i	i, recorvoir and minoral rights or

4. FUTURE ADVANCES. This Mortgage secures the repayment of all of phoses that Lender may extend to Borrower or Grantor under the promiseory notes and other agreements evidencing the revolving credit loans described in purayingh 2. The Mortgage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such advances are obligatory or to be made at the option of Lender to the same extent as if such future advances were made on the date of the execution of this Mortgage, and although if are may be no indebtedness custanding at the time any advances is made. The total amount of indebtedness secured by this Mortgage under the promiseory notes and agreements described above may increase for decrease from time to time, but the total of all such indebtedness so secured shall not provided \$\frac{1}{2}\$. This Mortgage secures the repayment of all advances that Lender may extend to Sorrower or Grantor under \$\frac{1}{2}\$ promiseory notes and other agreements described in the total of all such indebtedness as contracted \$\frac{1}{2}\$. 232 000 00 paragraph 2, but the total of all such indebtedness so secured shall not exceed \$ S. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all arrow are 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, a mounts expended for the payment of taxes, special

8. CONSTRUCTION PURPOSES. If checked, this Mortgage secures an indebtedness for obnetrucia in plants

3. PURPOSE. This Mongage and the Obligations described herein are emprated and incurred for _EXEQUAL.

- 7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to solder that:
 - (a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except 🖅 🛶 Mortgage and those desi 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, "somed, stored, or disposed of any "Hazardous Materials", as defined herein, in connection with the Property or transported any Hazardous Materials as or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "fiazardous Materials" shall mean any hy perform the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "fiazardous Materials" shall mean any hy perform the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "fiazardous Materials" shall mean any hy perform the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "fiazardous waste designation" is "hazardous substances, materials or wastes designation" or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Flesource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substances" pursuant to Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;
- (a) 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 Granter 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 Lander's rights or interest in the Property pursuant to this
- 8. TRANSFERS OF THE PROPERTY OR 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), Lander may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remediate permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.
- INQUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to
 Incomplete 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. Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its in
- 16. INTERPERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or tall 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 monles 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, life and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any euro other material breash by the other party thereto. If 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 communication relating thereto) to Lander.

sessments, or insurance on the Property, plus interest thereon.

- 11. COLLECTION OF INCRETEDINGS FROM NUMBER PARTY. Lines and bit entited according require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lander any Indebtedness or obligation owing to Grantor with respect to the Property (comulatively "Indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the indebtedness ewing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instrument or either remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances exhibite 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 to Lender, and immediately provide Lender with possession of the Instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), seriond the time for payment, compromise, exchange or release any obligor or collected 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 actions described in this paragraph or any damages resulting therefrom.
- 13. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and milite 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 Priperty. Grantor shall use the Property solely in compilance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written sensent. 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.
- 18. LOBS OR DAMAGE. Grantor shall beer the entire risk of any loss, theft, destruction or damage (oursuit/sively "Loss or Damage") to the Property or any parties thereof from any case whatsoever. 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, field of applicable) or other ossualty. 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 eleved or cancelled in any manner. The insurance policies shall naturally apply the insurance proceeds pertaining to the loss or darnage of the Property. At Lender's option, Lender may apply the insurance proceeds to be paid to Lender, in the event Grantor frill to equire or maintain insurance, Lender, after providing notice as may be required by law) may in its discretion procure appropriate insurance corresponds on the Property and the insurance corresponds on the required coverage. Lender may not as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies, cancelling any policy is authorized to make proof of loss. Each 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 montes toward the Chilgations or toward the cost of rebuilding and restoring the Property. Property. Property.
- 18. ZONING AND PRIVATE COVENANTS. 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 writty a consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not eause or permit such use to be discriminated or abandoned without the prior written consent of Lander. Grantor will immediately provide Lander with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.
- 16. 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 payable to Grantor from such condemnation or taking are hereby sesigned to Lander and shall be applied first to the payment of Lander's attorneys' fees, legal any ness and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lander's 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 Lender with written notice of any solutal or threatened action, sults, or other proceeding affecting the Property. Grantor in they appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, sults, or other legal proceedings and to compromise or at the any claim or controversy pertaining thereto. Lender 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 point mance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shireficide's directors, officers, employees and agents with written notice of and indemnify and hold Lender harmless from all claims, damages, liabilities (including vittorneys' tees 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 Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counsel acceptable to Lender to d'lend Lender from such Claims, and pay the costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counse, to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortg. Qs.
- 19, TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Properly when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium (1) 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 Pusy, assessments 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 so had 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. IMSPECTION OF PROPERTY, BOCKS, RECORDS AND REPORTS. Grantor shall allow Lender or its at softs 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 lime. Crantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records as hill be genuine, true, accurats and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records partial run to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial 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 as 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, cropy intended transferse of Lender's rights with respect to the Obligations, a signed and acknowledged statement apecitying (a) the outstanding balance (in 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. Granter shall be in default under this Mortgage in the event that Granter, Borrower or any guaranter of any Obligation:

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

 - (c) allows the Property to be damaged, destroyed, lost 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, trans(f) causes Lender to deem itself insecure in good faith for any reason. section, transportation, or use of which, is illegal; or
- 23. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following

 - (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; Grantor and Lender; (d) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;

 - (a) 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;

 (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
- ined with Lender; and (h) to exercise all other rights available to Lender under any other written agreement or applicable law

der's righte are cumulative and may be exercised together, esperately, and in any order. In the event that Lender institutes an action seeking the eveny of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond whigh might cuired.

- 34. WANTER OF HOMESTEAD LINE CHAN FRIGHTS. Canto hardy wards a home feed of the employees to which Grenter would etherwise be entitled under any applicable tem.
 - 25. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lerider.
- 36. APPLICATION OF PORECLOSURE PROCEEDS. The proceeds from the foreolosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lander 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 resolver for the Property, finoluting, but not limited to, attorneys' less, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.
- 27. REMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lender for all amounts (notuding attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Granter or the cuarsise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by lew 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.
- 26. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lander Sneluding 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.
- 28. 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 ours any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an
- 29. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous fien, security interest or ensume discharged with funds (Aver sed by Lender regardless of whether these liens, security interests or other ensumbrantes have been released of record.
- 31. COLLECTION COSTS. If Lender hires an attorney to essist in collecting any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender a reasonable attorneys' fees and costs.
- 32. PARTIAL RELEASE. Let ide may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining bortion of the Property. Except as provided in paragraph 25, nothing herein shall be deemed to shightly Lander to release any of its interest in the Property.
- 33. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lander's rights under this Mortgage must be contained in a writing eigned by Lander. Lesser may perform any of Grantor's Obligations or delay or fall to exercise any of its rights without sausing a waiver of those Obligations or rights. A waiver on one cocasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lander amends, compromises, exchanges, falls to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any wintor, third party or the Property.
- 34. SUCCESSORS AND ASSIGNS. This Morter to all be binding upon and inure to the benefit of Grantor and Lender and their respective auccessors, assigns, truetees, receivers, administrators, remonal representatives, legatees and devisees.
- 38. NOTICES. Any notice or other communication to provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties mry salignate in writing from time to time. Any such notice so given and sent by certified (pail, postage prepaid, shall be deemed given three (3) days above so 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.
- Se. SEVERABILITY. If any provision of this Mortpage violates the law of its unenforceable, the rest of the Mortpage shall centinue to be valid and
- 37. APPLICABLE LAW. This Montgage shall be governed by the laws of the state where the Property is located. Grantor concents to the jurisdiction and venue of any court located in such state.
- 38. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Oranjor waives presentment, demand for payment, notice of dis and protect except as required by law. All references to Grantor in this Mortgage shell foliate all persons signing below. If there is more than one Grantor, their Coligustons shall be joint and several. Grantor hereby walves any right to trial of jury in any sivil setten arising out of, or beased upon, this Mortgage or the Property securing this Mortgage, This Mortgage and any related documents impresent the complete integrated understanding between Grantor and Lander pertaining to the terms and conditions of those documents. -10/4's Offic
 - SO. ADDITIONAL TERMS.

Grantor acknowledges that Grantor has read, understands, a	N
Delect: JULY 30, 1993	TO SEPTEMENT OF THE SECTION OF THE WASHINGTON.
COUNTRY William Selinek	GRANTOR: Deborah Jelinek
Millian Jolinek Tenant	Deborah Joing Tenant
GRANTOR:	GRANTOR:
GRANTOR:	GRANTOR:
GRANTOR:	GRANTOR:
	Section 1997
	

5.7.1944

	IAL COPY	, •
State of William U	Faith (L	
County of Look	County of) 64.	
1 the undersigned a notary	The foregoing instrument was acknowledged before me this	
public in and for said County, in the State aforesaid, DO HEREBY CERTIFY	by	
that William Jeliack and Deborate bluck	er produkty der der 1905 produktivitäter in State (1905) in der 1905 produktivitäter in 1905 produktivitäter in 1905 produktivitäter (1905) in der 1905 prod	
personally known to me to be the same person		
this day in person and acknowledged that he		
signed, seeled and delivered the said instrument as Income free		
and valuntary sot, for the uses and purposes herein set forth.	on behalf of the	
Given under my hand and official seal, this		
Given under my hand and omicial seal, this	Given under my hand and official seal, this	ову с
Carola A. Baca		
Notary Public	Notary Public	
Commission expires: 9-23 95	Commission expires:	
"OFFICIAL SEAL"	·	
Carolyn A. Baca		
Notary Public, State of Illinois	DULEA	
My Genetical Expires Sept. 23, 1996 The street address dithe-Press the Managinable) is:		
17326 Lakebrook by Ly s		
Orland Park, IL 404/2		

Permanent Index No.(s): 27-30-400-011-0000

The legal description of the Property is:

PARCEL 1
LOT 32-5 IN BROOK BILLS PUD TOWNBOAG, PRASE THREE BRING A PLANNED UNIT
DEVELOPMENT IN THE SOUTHEAST 1/4 OF SPCTION 30 AND TEN MORTHEAST 1/4 OF
SECTION 31, ALL IN TOWNSELP 36 MORTH, Ausge 12 EAST OF THE THIRD PRINCIPAL
MERIDIAN IN COOK COUNTY, ILLINOIS ACCORDING TO THE FLAT THERMOF RECORDED
MARCH 9, 1992 AS DOCUMENT 92149975
PARCEL 2 PARCEL 2
EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF
PARCEL 1 AS SET FORTH IN THE DECLARATION OF VALUATES, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR BROOK HILLS TOWNFAMES RECORDED OCTOBER 18,
1969 AS DOCUMENT 89492484 AS AMENDED FROM TIME AT TIME AND AS CREATED BY
DEED PROM MARQUETTE NATIONAL BANK AS TRUST HUMBER 7565 TO WHITE AGREEMENT DATED
HOVEMBER 18, 1976 & KNOWN AS TRUST NUMBER 7565 TO WHITE AGREEMENT DATED
PARCEL 3
EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 FOR VEHICULAR
INGRESS AND EGRESS OVER, UPON AND TEROUGH LOTS D E AND 6 AT SET FORTH IN
FLAZ OF SUBDIVISION RECORDED AS DOCUMENT 92149975 AND CREATED BY THE DEED
REFERRED TO IN PARCEL 2 ABOVE AND Debusch Johnsk 174's Office

SCHEDULE B

This instrument was propored by: Jan L. Schults

9136 Washington Ave.

Brookfield II 60513

After recording return to Londor.