93702749

First National BANK OF BROOKFIELD

ellekii (Minole 60513 e (706) 445-2770

MORTGAGE

Daniel P. Doede	Daniel P. Doede
ADORESS	DEPT-01 RECURDING 127. THOUSE TRAIN 0265 07/02/93 15:14:00 H0414 # #
1720 W. LaSalle Parkway #3 Chicago, IL 60614 YELEPHONE NO. IDENTIFICATION NO. 944-1776 396-48-0687	1720 N. LaSalle Parkway #3 Chicago, IL 60614 TELEPHONE NO. 108NTFICATION NO. 1944-1776 396-48-0687

- 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 attacled to this Mortgage and Incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurten note; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and graph pertaining to the real property (cumulatively "Property").
- is accure the payment and performance of all of Borrower and Grantor's present and future, indebtedness, liabilities, 2. OBLIGATIONS. This Morals obligations and covenants (cumulativity, Obligations") to Lender pursuant to:

(a) this Mortgage and the following pranissory notes and other agreements:

MIEREST	PRINCIPAL ABOT (%) PURGING/ CREDIT LIMIT AGREEMENT DATE	MATURITY	CUSTOWN	A STATE OF THE PARTY OF THE PAR
FIXED	\$30,095.00 07/23/93	07/23/98	200-5218	5218-01
all other	present or future obligations of Borrower or 3 antor to	Lender (whether in	curred for the same or	different purposes than th
foregoing);	τ_{-}			
•	i, extensions, amandments, modifications, replacements o			
3. PURPOSE. Th	nis Mortgage and the Obligations described herein arc exec	cuted and incurred for	PERSONAL	purposes.
4. FUTURE ADV	ANCES. This Mortgage secures the repayment of al. a	d ances that Lender	may extend to Borrower o	or Grantor under the promisson

- notes and other agreements evidencing the revolving credit loans described in plannaph 2. The Mortgage secures not only existing indebtedness, but also
- 5. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all a...or into 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 assessments, or insurance on the Property, plus Interest thereon.
 - 8. CONSTRUCTION PURPOSES. If checked, I this Mortgage secures an indebtedness for construction purposes.
 - 93703746 7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to leider that: (a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except fr. this Mortgage and those di 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, discharged, stored, or disposed of any "Hazardous Materials", as defined herein, in connection with the Property or transported any Hazardous Materials in or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any its ardous waste, toxic substances or any other substance, material, or waste which is or becomes regulated by any governmental authority including, but no limited to, (i) petroleum; (ii) or any other substance, materials, or waste which is or becomes regulated by any governmental autromy including, but not immed to, it perdetum; (it) friable or nonfriable absences; (iti) polychlorinated biphenyis; (iv) those substances, materials or wastes designated etc. "hazardous substances pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Personnel Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 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;
 - (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
- 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 is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.
- 9. INQUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby 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.
- INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail to take any action which may cause or permit the 10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail 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 and any agreement one stan one month in advance; (b) modify any agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the ether party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting so terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications refailing theretal to Lander.



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- 11. COLLECTION OF INDEBTEDNESS FINAL THIRD PARTY. Linder shall be inititled to nestly of require Grantor to notify any third party (inologing, but not limited to, lessees, licensees, governmental surfronties and insurance companies) to pay Lander any indebtedness or obligation owing to Grantor shall diligently collect the indebtedness owing 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 other remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances of the payment of any indebtedness or the payment of any indebtedness or ondemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other properly, endorse the instruments and other remittances to Lender, and irrimediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collecteral upon, or otherwise settle any of the Indebtedness whether or not an event of default exists under this Agreement. Lender shall not be flable to Grantor for any action, error, mistake, omission or delay pertaining to the actions 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. Crantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consum. 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 "Losz or Damage") to the Property or any portion 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, their, 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 sitered or cancelled in any manner. The insurance policies shall name Lender as a mortgages 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 the repair of the Property or raquire the insurance proceeds to be paid to Lender. In the event Grantor falls to acquire or maintain insurance, Lender providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance covership that an advance 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 settling officials 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 assignate, pledged and delivered to Lender for further securing the Obligations, in the event of loss, Grantor shall immediately give Lender with evidence and Grantor. Let die its authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender insurance and Grantor. Let die its authorized to make proof of loss. Each insurance insurance order of the due dates thereof. In any event Grantor shall be obligated to rebuild; and restore the 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 Linder'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 d'accintinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed change. The zoning provisions or private covenants affecting the Property.
- 18. CONDEMNATION. Grantor shall immediately privide Lender with written notice of any extual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monles payal to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' tees, legal express and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, if the payment of the Obligations or the restoration or repair of the Property. In any event Grantor shalf be obligated to restore or repair the Property.
- 17. LENDER'S RIGHT TO COMMENCE OR DEPEND LEGAL AC. CNS. Grantor shall immediately provide Lander with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or saltle 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 damager resulting thereform. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name. Grantor shall cooperate and assist lender to any action herewise. Lender in any action hereunder.
- 18. INDEMNIFICATION. Lander shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender harmless from all claims, damages, Rabilities (including intomeys' 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 Hazardous Materials, officers, upon the request of Lender, shall hire legal counsel acceptable to Lender to defend such Claims, and pay the costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgare.
- ts. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to http://ly when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premiurs, force 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 large, 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 field to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due data thereof.
- 20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lander or its egints 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 linie. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records and liberty and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records on the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's fining! a 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 frequently a 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, or any intended transferse of Lender's rights with respect to the Obligations, a signed and ecknowledged statement specifying (a) the outstanding balance on 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 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 flability 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 illegal; or
 (f) causes Lender to deem itself insecure in good faith for any reason.
- 23. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be emitted to exercise one or more of the following 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 reassonably 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;
 - (f) to foreolose 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
 - maintained 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 Lander 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

otherwise he required

24. WAIVER OF HOMESTEAD UND GIVE RIGHTS TOTAL TOTAL	which Grantor would otherwise to
entitled under any applicable law.	
in the following manner: first, to the payment of any sheriff's fee and the	Mortgage shall be satisfied of record by Lender. From the foreclosure of this Mortgage and the sale of the Property shall be applied satisfaction of its expenses and costs; then to reimburse Lender for its expense ntaining the Property, seeking or obtaining the appointment of a receiver for the filling fees, notification costs, and appraisal costs); then to the payment of the
Obligations; and then to any third party as provided by law.	
(Including attorneys' fees and legal expenses) expended by Lender in the	Upon demand, Grantor shall Immediately reimburse Lender for all amounts performance of any action required to be taken by Grantor or the exercise of any ion at the lower of the highest rate described in any Obligation or the highest rate These sums shall be included in the definition of Obligations herein and shall be
28. APPLICATION OF PAYMENTS. All payments made by or on be attorneys' fees and legal expenses) in connection with the exercise of its remaining Obligations in whatever order Lender chooses.	phaif of Grantor may be applied against the amounts paid by Lender (including rights or remedies described in this Mortgage and then to the payment of the
documents pertaining to the Obligations or indebtedness. In addition, L	tits attorney-in-fact to endorse Grantor's name on all instruments and other ender shall be entitled, but not required, to perform any action or execute any upe. Lander's performance of such action or execution of such documents shall rigage. The powers of attorney described in this paragraph are coupled with an
discharged with funds £3v2 and by Lender regardless of whether these ile	he rights of the holder of any previous lien, escurity interest or engumbrance ns, security interests or other engumbrances have been released of record.
Grantor agrees to pay Lender's represente attorneys' fees and costs.	llecting any amount due or enforcing any right or remedy under this Mortgage,
32. PARTIAL RELEASE. London may release its interest in a portion affecting its interest in the remaining portion of the Property. Except as prelease any of its interest in the Property.	of the Property by executing and recording one or more partial releases without provided in paragraph 25, nothing herein shall be deemed to obligate Lender to
contained in a writing signed by Lender. Under may perform any of Gra	any of Grantor's Obligations or Lender's rights under this Mortgage must be intor's Obligations or delay or fail to exercise any of its rights without occusing a or constitute a waiver on any other occasion. Grantor's Obligations under this es, fails to exercise, impairs or releases any of the Obligations belonging to any e Property.
34. SUCCESSORS AND ASSIGNS. This Mortga is shall be bindin successors, assigns, trustees, receivers, administrators, paraconal representations.	g upon and inure to the benefit of Grantor and Lender and their respective atives, legatees and devisees.
closed in this Mortney or such other address as the parties "" vision	oder this Mortgage shall be in writing and sent to the parties at the addresses hate in writing from time to time. Any such notice so given and sent by cartified tice is sent and on any other such notice shall be deemed given when received
enforosable.	w or is unenforceable, the rest of the Mortgage shall continue to be valid and
 APPLICABLE LAW. This Mortgage shall be governed by the laws and venue of any court located in such state. 	of the state where the Property is located. Grantor consents to the jurisdiction
and protest except as required by law. All references to Grantor in this Mori	seence. Cap not waives presentment, demand for payment, notice of dishonor gage shall include all persons signing below. If there is more than one Grantor, right to tried by jury in any civil action arising out of, or leased upon, this y related documents represent the complete integrated understanding between ints.
39. ADDITIONAL TERMS.	93703
	37
	<u> </u>
	O ₁ C ₁
	erms and conditions of this thortugue.
Grantor ecknowledges that Grantor has read, understands, and agrees to the tell Dated: JULY 23, 1993	erns and conditions of this flortgage.
GRANTOR: Demin1 P. Donde	QRANTOR:
+ Red	
Daniel F. Doede	
GRANTOR:	GRANTOR:
GRANTOR:	GRANTOR;

GRANTOR

GRANTOR:

SCHEDULE A

The street address of the Property of copilcable) is: 1720 N. LaSelle Proking #3
Chicago, IL 60614

414-051-Permanent Index No.(s):

The legal description of the Property is:

WHIT MUMBER 3 IN EUGENIE TERRACE TO TOUSES CONDONINIUM AS DELINEATED ON A SURVEY OF THE POLLOWING DESCRIBED REAL STATE:
A TRACT OF LAND IN SECTION 33, TOWNSELP 40 MORTE, RANGE 14 RAST OF THE TSIRD PRINCIPAL MERIDIAN, COMPRISED OF (ERTAIN LOTS IN MORTE ADDITION TO CHICAGO; IN COUNTY CLERK'S DIVISION OF LANT PORTION OF UNSUBDIVIDED LANDS LYING RETWEEN THE EAST LIKE OF MORTE ADDITION AND THE WEST LIKE OF MORTE CLARK STREET, IN THE SOUTH SATE TO THE SOUTH EAST 1/4 OF SECTION 33, AFORSAID; IN JOHN C. EMBER'S SUIDIVISION OF THE EAST 60 FEST OF SUB-LOTS 4 AND 5 OF LOTS 7 AND 8 AND CLLOT 6 NORTH OF SUGRNIES STREET IN MORTH ADDITION TO CHICAGO; AND IN ADULY CLERK'S SUBDIVISION OF PART OF LOTS 6 AND 7 IN SAID MORTH ADDITION TO CHICAGO; WEICE SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF COMPONINIUM RECORDED DECEMBER 30, 1987 AS DOCUMENT 87680770, ALD AS AMENDED FROM ZIME TO TIME TOGETHER WITH THEIR UNDIVIDIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS. Jort's Office

SCHEDULE B

This instrument was prepared by: Jan L. Schultz

9136 Washington Ave.

Brookfield II 60513

After recording return to Lander.

URASOT & Formation Technologies, INC. 12-10-100, IRAS 607-0796