

LAWRENCE P GULOTTA BARBARA A GULOTTA	LANGENCE P CULOTTA BARBARA A HILOTTA
2047 RAST 171ST PLACE	2042 BAST 1716T PLACE
TOS-895-4965	708-895-4065

93013911

ly described in 1. GRANT. For good and valuable consideration, Grantor hereby mortgages and will Subscule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fittures; privileges, hereditements, and appurtenences; leases, Rosness and other agreements; rents, leases and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (ournulatively "Property").

2. OBLIGATIONS. This Mortgage shall secure the payment and performance of all of Scrrower's and Grantor's present and future, indebtednes liabilities, obligations and covenants (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage are, this following promiseory notes and other agreements:

RATE	CONCUPAL AMERICAN CONSIDER LIMIT	AGREEMENT DATE	County Market and Control of the Con
VARIABLE	\$32,800.00	12/11/92	12/11/97 ARRAGEOREN IL \$950939502 1.00
		1	98 10 1 WORS 8 W 98 013211
		1.	COOK COUNTY RECORDER
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(b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing;

(c) applicable law.

TITLE SERVICES # KT

3. PURPOSE. This Mongage and the Obligations resorthed herein are executed and incurred for consumer purposes.

a. FUTURE ADVANCES. This Mongage secures the epsyment of all advances that Lander may extend to Borrower or Grantor under the promitsory notes and other agreements evidencing the revolving one. It been described in paragraph 2. The Mongage secures not only existing indebtedness, but also secures future advances, with intervet 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 the liverage, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this North and under the promiseory notes and agreements described above may increase or georges from since to time, but the total of all such indebtedness are promised about the principal amount stated in paragraph 2.

a. EXPENSES. To the extent permitted by law, this Mortgage secure of a n payment of all amounts expended by Lender to perform Grantor's covenants ander this Mortgage or to maintain, preserve, or dispose of the Property, reducing but not limited to, amounts expended for this payment of taxes, special r insurance on the Property, plus interest thereon.

n'a, warrante and covenants to Lender that: REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor repri

(a) Grantor shall maintain the Property free of all liens, security interests, and arrange and claims except for this Mortgage and those described in Schedule 8 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 transport of any Hazardous Materials to 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 hazardous waste, toxic substances, or any other substance, material, or waste which is or becomes regulated by any governmental exthol ty including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos: (iii) polychlorinated biphenyls; (iv) those substances, materials of waste, designated as a "hazardous substance" 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 Fiscource Conservation and Recovery Act or any amendments or replacements to that statute; or (vi) those substances, materials or wastes defined as a "hazardous substances" or substances (in the conservation and fiscource Conservation and fiscource Conservation and fiscource Conservation and fiscource Conservation and the Commenters of t of the Comprehensive Environmental Personne, Compensation and Liability Act, or any amending an 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 Morig q and these actions do not and shall not conflict with the provisions of any statute, requisiton, ordinance, rule of law, contract or other agreement with in may be binding on Grantor at any time;

(d) No action or proceeding is or shall be pending or threatened which might restertably affect the Property; and

(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 have a few Property pursuant to this Mortgage.

7. TRANSFERS OF THE PROPERTY OR IMENEFICIAL INTERESTS IN BORROWERS. On sale of Wandler 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 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; it 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 declare the sums secured by this Mortgage to be immediately due and payable, and Lender may involve any remediate permitted by the promisedry note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.

8. IMQUIRIES AND NOTWICATION TO THIRD PARTIES. Grantor hereby authorizes Lander 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.

9. INTERPERENCE WITH LEAGES AND OTHER AGREEMENTS. Gramor shall not take or fall to take any action which may deuse 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 montes 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 right, title 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 sum or other material breach by the other party thereto. If agreement, Grantor shall promptly forward a copy of such communication (and subsequent communications relating thereto) to Lender.

10. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lander shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, leasees, licensees, governmental authorities and insurance companies) to pay Lander any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "indebtedness" whether or not a default exist under this Mortgage. Grantor shall diligently collect the indebtedness owing to Grantor from those 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 tollowing 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 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), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle large of the indebtedness whether or not an event of default exists under this Agreement. Lander shall not be flable to Cirantor for any sotion, error, mistake, ciriliasion or detay pertaining to the actions described in this paragraph or any damages resulting thereform. this Agreem e moulting therefrom

11. 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 this Property. 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 Lander'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 Lander, shall not be removed without Lander's prior written consent, and shall be made at Grantor's sole expense.

- 12. LOSS OR DAMAGE. Granto shall be at a critic risk of any case to be paid to critic risk of any loss or Damage. (unjunitively "Loss or Damage") or the Property or any portion thereof from any case whatsees in the rwint of any loss or Dumage. Branto shall, at the upinon of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fail matter value or the affected Property.
- 19. IMBURANCE. Grantor a billilesp the Property Insurance for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other desualty. 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 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 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 be paid to Lender. In the event Grantor falls to acquire or resintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and charge the insurance cost shall be an advance psyable and bearing interest as described in Paragraph 15 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act 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 shall be constantly sesigned, pledged and delivered to Lender for further securing the Obligations. In the event of lose, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of lose. Each insurance company is directed to make payments directly to Lender insurance contents. Lender shall have the right, at its sole option, to apply such mories 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 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 Grantor shall be obligated to rebuild and restore the Property.
- 14. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private obvenants affecting the use of the Property without Lender'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 discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.
- 18. CONDITION. 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 assigned to Lander and shall be applied first to the paymont of Lander's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lander, to the payment of the Civilgations or the restoration or repair of the Property. In any event, Grantor shall be obligated to .estore or repair the Property.
- 17. INDEMNIFICATION. Lander shall m, 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 and its shareholders, imediate, employees and agents harmless from all claims, damages, flabilities (including attorneys' tess 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 "amentals. Grantor, upon the request of Lender, shall hire legal counsel to defend Lender from each Claims, and pay the attorneys' fees, legal expenses and other 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 Lander shall survive the termination, release or foreclosure of this Mortgage.
- 18. TAKES AND ASSESSMENTS. Grantor shall pay all taxis or, assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender sech month one-twelfth (1/12) of the set in med annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply if a full de so held 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.
- 19. MSPECTION OF PROPERTY, BCOKS, RECORDS AND REPORTS. Control shall allow Londer or its agents to examine and inspect the Property and examine, inspect and make depice of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any sesistance required by Lender for these purposes. All of the eignatures and information contains a grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's interest in the books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may require 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.
- 20, ESTOPPEL CENTIFICATES. 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 soknowledged statement specifying (1) the outstanding balance on the Obligations; and (b) whother Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligation 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.
- 21. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor or Borrower:
 - a) commits fraud or makes a material micrepresentation at any time in connection with the Obligations or this Mongage, including, but not fimiled or take statements made by Grantor about Grantor's incoms, assets, or any other aspects of Grantor's financial condition;
 b) falls to meet the repayment terms of the Obligations; or
 - to, false susements made by usersale and account of the Obligations; or
 (b) falls to meet the repayment terms of the Obligations; or
 (c) violates or falls to comply with a covenant contained in this Mongage which adversely affects the Property or Lander's rights in the Property including, but not limited to, transfering title to or selling the Property without Lender's consent, falling to maintain it remines or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the Paring of the Property through eminent domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing wasts of the Property, using the Property in a manner which would be destructive to the Property, or using the property in an illegal manner which may subject it. Toporty to selzure or conflection.
- 22. 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 remedies without notice or demand (except as required by law):

 - (a) to terminate or suspend further advances or reduce the credit limit under the promissory notes or agreements evidencing the obligations;
 (b) to declare the Obligations immediately due and psysble in full;
 (c) to collect the outstanding Obligations with or without resorting to judicial process;
 (d) to require Grantor to deliver and make evaluable to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;
 (d) to require district the control of the control

 - (e) to collect all of the rente, issues, and profits from the Property from the date of default and thereafier;
 (f) to apply for and obtain the appointment of a receiver for the Property without regard to Granton'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;
 (g) to foreology this Mortgage;
 (h) to set-off Granton's Colligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts
 - ined with Lender: and
 - (f) to exercise all other rights available to Lender under any other written agreement or applicable law.

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

- 23. 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 tes and the satisfaction of its expenses and costs; then to reimbures 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 receiver for the Property, (including, 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.
- 24. WAIVER OF HOMESTEAD AND OTHER RIGHTS. Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law.

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25.- COLLECTION COSTS. If Lander I rue at attiving Grantor agrees to pay Lender's reasonable attiving the second en bin etal ally amount die ore any right or remedy under this Mortgage, ATESPACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender. 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, to the extent permitted by law, Grantor shall immediately reimburse Lander for all amounts (including atterneys) tees 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 described in any Obligation or 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 psyments made by or on behalf of Ciramor may be applied against the amounts paid by Lender (including attendays' test and legal expenses), to the including of the including attendays' test and legal expenses), to the including the including control of the remaining Chilipstions in whatever order, Lander chooses. 29. POWER OF ATTORNEY, Gramor hereby appoints Lender as its attorney in fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedriess. In addition, Lander 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 interest and arti (meucoable. 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, accurity interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, accurity interests or other encumbrances have been released of record. 31. PARTIAL RELEASE. Lander 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 portion 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. 32. MODIFICATION AND WAIVER. The modification or waiver of any of Granton's Obligations or Lender's Highter states the Mongage must be contained in a writing signed by Lender. Lender may perform any of Granton's Cibilgations or delay or fall to exprose any of its rights without causing a waiver of those Obligations or lights. A waiver on one occasion shall not constitute a waiver on any other occasion. Granton's Cibilgations or releases any of the Obligations belonging to any Grantor, third party or any of its no its against any Grantor, third party or the Property. 33. SUCCESSORS AND ASSIG (3) This Mongage shall be binding upon and inure to the benefit of Grantor and Lighter and their respective successors, assigns, trustees, receivers, and instrators, personal representatives, legatees and devisees. 34. NOTICES. Any notice or other control unjection to be provided under this Morrgage shall be in writing and sent to the parties at the addresses described in this Morrgage or such other and sent by certified mail, postage prepaid, shall be deemed given thre (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given. 35. SEVERABILITY. If any provision of this Montgage vinieties the law or is unenforceable, the rest of the Montgage shall continue to be valid and 38. APPLICABLE LAW. This Mortgagil shall be governed by the laws of the state where the Property is focated. Granton contents to the justicition and venue of any court located, in such state. 37. MISCELLANEOUS. Granter and Lender agree that time to the seconds. Granter waives presentment, ternand for payment, notice of distronor and protest except as required by law. All reference to Granter in Self. Mortgage shall include all persons signing below. If there is more than one Granter, their Obligations shall be joint and several. Granter hereby waives are in, int is trial by jury in any sivil entire entire out of, or based upon, this Mortgage or the Property securing this Niertgage. This Mortgage and my related decuments represent the complete integrated understanding between Granter and Lender pertaining to the terms and conditions of these sloops. Cort's Office existing the property of the company of the property of the company of the compan 28. ADDITIONAL TERMS. Alba Malley Let At the Section Take 1990 Smiller were privated by the exposition of the transfer of the transfer of DEFENDACE Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage. Detect: DECEMBER 11, 1992 men GRANTOR: LAWRENCE P GULOTTA **GULOTTA** GRANTOR: GRANTOR STREAM OF A MOREOURN STREET, BOUTH CHISCAGE MARK, TADO WARE, AND STREET OF THE STREET

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County ofCook)	County of) ne.
the undersigned	_ , a notary I,, a nota
public in and for said County, in the State aforesaid, DO HEREB	TY CERTIFY public in and for said County, in the State aforesaid, DO HEREBY CERTIF
that Lawrence P. Gulorta and Barbara A. Gr	hose name personally known to me to be the same person
care subscribed to the foregoing instrument, appeared this day in person and soknowledged that	before me subscribed to the foregoing instrument, appeared before n this day in person and acknowledged that he
signed, sealed and delivered the said instrument as	theilyne signed, sealed and delivered the said instrument asfrom
and voluntary act, for the uses and purposes herein set forth.	and voluntary not, for the uses and purposes herein set forth.
Given under my hand and official seal, this	day of Given under my hand and official seel, this day
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Notáry Public	Notzry Public
Commission expires:	Commission expires:
DIANE SA LOVAL	
DIANE GA. OVAL Netsty Public, Seet of Ellows Mr. Commission E. dess 2-28-36	ACHEDIAE A.
The street address of the Property (% applicable) is:	
2042 RAST 171ST PACE SOUTE HOLLAND, IL 62473	
U/X	
Permanent triclex No.(s): 29-25-210-006	
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FIRST SAVINGS AND LORM ASSOCIATION OF SOUTH HOLLAND AS DOCUMENT MUMBER 3098769T, DATED 05/04/79 RECORDED 06/19/79 FOR THE AMOUNT OF \$75,000

This instrument was propered by: S PAVUK, SOUTH CHICAGO BANK, 1400 TORRENCE, CALUMET CITY, IL 40409

After recording return to Lender.