(708) 773-0350 "EJKNDER" logether well singer the fiture

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MORTGAGE

GRANTOR TORRY C WOJTOWICE LAURETTA M MOJTONICE, HIS WIFE

BORROWER JOSEPH C WOJTOWICE LAURETTA N WOJTOWICE

ADDRESS.

113-121 GORDON TERRACE BLE GROVE VLCE, 60007 TL IDENTIFICATION NO. 7089804615 324-01-07314 ADDRESS

324-01-07314

113-121 GORDON TERRACE ELK GROVE VLGE, 60007 IL TYLEPHONE NO. IDENTIFICATION NO.

1. GRANT. For good and volumble 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; eases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and completely property (cumulatively "Property").

7089804615

2. DELIGATIONS. This Mortgage of rell secure the payment and performance of all of Borrower and Grantor's present and future, indebtedness, liabilities, obligations and upvariants (cumulatively "C" ligations") to Lender pursuant to:

(a) this Mortpage and the following promissory notes and other agreements:

PATE TATE	PRINCIPAL AMOUNT / CREDIT LIMIT	PUNCING/ AGREEMENT DATE	MATURITY	NUMBER	LOAH HUM OU R
VARIABLE	\$395,000.00	12/11/92	02/01/12		375168650
	·				
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[X] all other present or future obligations of Borrower or C.e. for to Lender (whether incurred for the same or different purposes than the foregoing);

ewals, extensions, amendments, modifications, replacementy or substitutions to any of the foregoing.

4. FUTURE ADVANCES. [] This Morigage secures the repayment of all after area that Lender may extend to Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit loans described in paragraph 2. The Mortgage secures not only existing indebtedness, but also secures future advances, with interest therson, whether such advances are obligately into be made at the option of Lender to the same extent as it such future advances were made on the date of the execution of this Mortgage, and although find a may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness accured by this Mortgage under the promissiony roles and agreements described above may increase for decrease from time to time, but the total of all such indebtedness as secured above. (Senter under the promissiony roles and other engagements described above may increase that lander may extend to Borrower or Capatry under the promission, roles and other engagements described. Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements described in paragraph 2, but the total of all such indebtedness so secured shall not exceed 200% of the principal amount stated in paragraph 2.

S. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all amounts expended by Lender to perform Grantor's covenants 2 under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited it, or jounts expended for the payment of taxes, special associations, or insurance on the Property, plus interest thereon, 36.

. 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 mis 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, discharged, stored, or disposed of any "Hazardous Materials", as defined haroin, in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not committed permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any necessary to the control of the con or any other substance, material, or waste which is or becomes regulated by any governmental sufficiently including, but not limited to, (i) petroleum; (ii) or any other substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (iii) pulpolicinated biphenyls; (iv) those substances, materials or wastes designated recomments of interest and continuous; (iv) those substances are replacements to these substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 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, requisition, 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

TRANSPERS 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 person without the property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor in 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.

9. INQUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry partaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its inferest in the Property to any third party.

10. INTERPERENCE 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 nonnection 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 encounts according to the nonpayment of in the 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 insterial breach by the other party thereto. If Grantor receives at any time any written communication assetting 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.

LP-16301 ID FermAtion Technologies, Inc. (2/25/92) (600) 937 3709

- 11. COLLECTION OF INDEBTEDUESS FROM THE PAITY. Indepals to entitled to notify or equire Ganter to notify any third party fincluding, but not limited to, lesses, licensees, governmental authorities and insurance companies) to pay Lender any Indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the indebtedness owing to Grantor these third parties until the giving of such notification. In the event that Grantor possesses or receives possission of any instrument or other remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust or Lender spart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lander with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or ot service), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be illable 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. 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 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, 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 to be posted to the loss or damage of the property. At Lender's optic, Lender was applying the large to the loss of damage of the policy of the loss of damage of the property. At Lender's optic, Lender 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 require the insurance proceeds to be paid to Lender. In the svent Grantor falls to acquire or maintain insurance, Lender government of a fatter providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance of insurance and statistic be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor at all 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 assign of pledged and delivered to Lander for further securing the Obligations. In the event of locs, Grantor shall immediately give Lander written notice and Grantor. I profer shall have the right, at its sole option, to apply such monies toward the Obligations or toward line 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 Grantor shall be obligated to rebuilding directors to rebuilding and restoring the Property.
- 15. 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 Lender's price 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'amitinued or abandoned without the prior written consent of Lender. 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 provous Lender with written notice of any actual or threatened condemnation or eminint domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender'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 Lender'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 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 an exitte any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, arror, 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 obsumstances. Grantor shall immediately provide Lender and its share bloom, directors, officers, employees and agents with written notice of and indemnify and hold Lander harmless from all claims, damages, liabilities (including attorneys) fees and legal expenses), causes of action, autits and other legal expenses), causes of action, actions, autits and other legal proceedings (aumulatively Claims) pertaining to the Property (anciuning, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall him legal counsel acceptable to Lender to desend Lender from such Claims, and pay the position connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to detend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgrae.
- 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 extimated annual insurance pramfur. The extender 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 paymen of laxes, 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 new to pay any taxes or against the Obligations.

 The property in the event of default, Lender shall have the right, at its sole option, to apply the funds so new to pay any taxes or against the Obligations.
 - 20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lander or its at examile 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 at the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's ficianc's 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 at Lender may designate. All information they have the Constitute of a post party of the state of the property. 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 acknowledged statement specifying (a) the outstanding balance or, the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, it so, the nature of outstanding balance or, any claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lander 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 Ohligation 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 ruture, 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, 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 entitled to exercise one or more of the following s 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 Lander any personal property constituting the Property at a place reasonably convenient to Grantor and Lender:

 - (d) to collect all of the rents, lasues, 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 foreclose this Mortgage
 - (g) to set-off Grantor's Obligations against any amounts due to Lender Including, but not limited to, monles, instruments, and deposit accounts maintained with Lender; and
 - (h) to exercise all other rights evallable to Lender under any other written agreement or applicable law Lender's rights are oursulative 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 walves the posting of any bond which might

otherwise be required.

- 25. SATISPACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender.
- 26. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following mariner: first, to the payment of any sheriff's fee 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' fees, 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. REMOURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lender for all amounts finducing attorneys' fees and legal expenses) expanded 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 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 interest and are irrevocable.
- 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lies, security interest of encumbrance discharged with funder year ced by Lander regardless of whether these liess, security interests or other encumbrances have been released of record.
- 31. COLLECTION COPY.S. If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage. Grantor agrees to pay Lender's neasonable attorneys' fees and costs.
- 32. PARTIAL RELEASE. Lender 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 partion 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. Lender may perform any of Grantor's Obligations or delay or fail 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 Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.
- 34. SUCCESSORS AND ASSIGNS. This Mortgrige 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. HOTICES. Any notice or other communication to be 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 partie may 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 after such 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 Morigage violates the law or is unenforceable, the rest of the Morigage shall continue to be valid and enforceable.
- 37. APPLICABLE LAW. This Mortgage shall be governed by the laws of an 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. Fire for 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 the complete integrated understanding between Grantor and Lander perialning to the terms and conditions of those documents.
 - 39. ADDITIONAL TERMS.

Motwithstanding, the provisions of Paragraph #1, the Lender igrees not to secure this loan with any property requiring the Lender to provide a Notice of Right to Cancel unless that notice has been given

Grantor acknowledges that Grantor has read, understands, and agrees to the ter	ms and conditions of this Mortgage.
Dated:	8
BRANCENE JOBKER C MOJIONICE	GRANTOR: LAURETTA H WOJTOWICE
GRANTON:	LAURETTA W WOJTOWIES GRANTON:
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GRANTOR:	GRANTOR:
The state of the s	Marine Control of the
CRANTON.	CHANTOR:

State of Manaco UNOFFIC	IAL COPY	
County of COUR , SE.	County of	
1, Dutaile L. De Koorie , a notary	I,	
public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SCEPHIC 9 LAURETTA FL. WOSTOCICS	that	
personally known to me to be the same person	personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me	
this day in person and soknowledged that	this day in person and acknowledged that he	
Given under my hand and official seal, this 1172 day of	Given under my hand and official seal, this day or	
Summer La I Rome	Notary Public	
Commission expired OFFICIAL SEAL* Diane L. () Rome Notary Public States of Illinois	Commission expires:	
My Commissio (Province 7/16/94 SCHED	DULEA	
· O		

The street address of the Property (*2opticable) is: 113-121 GORDON TEP RACE BLK GROVE VIGE, IL 10007

Permanent Index No.(s): 08-21-202-029

The legal description of the Property is:

LOT 38 IN HIGGINS ROAD COMMERCIAL MUSTIVISION UNIT NO. 25 BEING A RESUBDIVISION IN SECTION 21, TOWNSHI! (1 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAY THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON OCTOBER 17, 1967 AS DOCUMENT NUMBER 2354032 AND SURVEYOR'S CERTIFICATE OF CORRECTION THEREOF REGISTERED ON MAY 12, 1969, AS DOCUMENT NO. 2450419, IN COOK COUNTY, IL FICA. 24504.

SCHEDULE B

X/A

This instrument was prepared by: JACK E. MENSCHING

After recording return to Lander.

LP-8,801 © FernAlien Technologies, Inc. (2/25/82) (600) 837-3789