UNOFFICIALLEOPYSESSH



Advance Bank, s.b. 2320 Thornton Road Lansing, Histols 60438 (708) 474-1600 "LENDER"

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MORTGAGE

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	(5)
NER	~ ~

GRANTOR
PATRICK J. FLAHERTY
MARIA A. COLELLO

PATRICK J. FLAHERTY MARIA A. COLBILO

ADDRESS

5801 N. SHERIDAN RD U/10A

CHICAGO, IL 60660 TELEPHONE NO.

EDENTIFICATION NO.

ADDRESS
5801 N. SHERIDAN RD U#10A
CHICAGO, IL 60660
TRIEPHONE NO. IDENTIFICATION NO

- 1. GRANT. For good any valuable consideration, Grantor hereby mortgages and warrants to Lender Identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenance is leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and or the pertaining to the real property (cumulatively "Property").
- 2. OBLIGATIONS. This Mortgage half secure the payment and performance of all of Borrower and Granter's present and future, indebtedness, liabilities, obligations and covenants (cumulative's Diligations') to Lender pursuant to:
 - (a) this Mortgage and the following promissory notes and other agreements:

INTEREST MATE	PRINCIPAL AMOU "// CREDIT LIMIT	FUNDING/ AORESMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN
FIXED	\$12,000.00	05/08/93	05/07/98		71000018-3
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- all other present or future obligations of Borrower by 3r intor to Lender (whether incurred for the same or different purposes than the foregoing);
- b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing.
- 3. PURPOSE. This Mortgage and the Obligations described herein are executed and incurred for PERSONAL purposes.
- 5. EXPENSES. To the extent permitted by law, this Mortgage secures the rupayment of all announts expended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited trip amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.
 - 6. CONSTRUCTION PURPOSES. If checked. This Mortgage secures an indebtedness for construction purposes.
 - 7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lei der that:
 - (a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference.
 - (b) Neither Grantor not, to the best of Grantor's knowledge, any other party has used, generated, released, die project, stored, or disposed of any "Hazardous Materials", as defined herein, in connection with the Property or transported any Hazardous Materials to any incoming the property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any "Lazardous waste, toxic substances or any other substance, materials, or waste which is or becomes regulated by any governmental authority including, but continued to, (i) petroleum; (ii) frieble or nontriable ashestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or waster Act or filted 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 Expource Conservation and Recovery Act or any amendments or replacements to that statute; and (v!) those substances, materials or wastes defined as a "hazardous substances or replacements to that statute; and (v!) those substances, materials or wastes defined as a "hazardous substances 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 Mortgage.
- 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 rot 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 psyable, 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.
- 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 monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a tien, security interest or other encumbrance to be placed upon Grantor's rights, 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 Grantor receives at any time any written communication asserting a detault 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 Lander.

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LP-8L501 © FormAlion Technologies, Inc. (12/15/92) (600) 937-3799

11 COLLECTION OF INDERTEON uite Grantor to notify any third party (including, 11. COLLECTION OF INDEBTEDN'S FROM NURL PARTY. Lender shall be efficied to adult or require Grantor to notify any third party (including, but not limited to, lesses, licenses, 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 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. constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds. Grantor shall noid such instruments and other remittances in trust for Lander 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 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.

12. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition applicable law and insurance or PHOPEHTY. 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 compiliance 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 of 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, ociliston, 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 mortgages and provide that no act or ornission of frantor or any are altered or cancelled in any manner. The Insurance policies shall name Lender as a mortgagee and provide that no act or ornission of (rantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the Insurance proceeds to be paid to Lender. In the event Grantor fails to acquire or maintain insurance, Lender after providing notice as may be required by law) may in its discretion procure appropriate insurance occurrage upon the Property and the Insurance cost chall be an advance payable and bearing interest as described in Paragraph 27 and secured hireby. Grantor shall furnish Lander with evidence of Insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and serting claims under Insurance policies, cancelling a sylfosty or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immerciately give Lender written notice and Lender is authorized to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restorting the Property. Any immount applied against the Obligations shall be applied in the inverse order of the due dates thereof, in any event Grantor shall be obligationed to rebuild indicated to rebuild indic event Grantor shall be obligated to rebuild and astore 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 Lander's prior writter 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 dilicor timed 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 coverants affecting the Property.
- 16. CONDEMNATION. Grantor shall immediately provide lender 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 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 polition of Lender to the payment of the Obligations or the restoration or repair of the Property. In any event Grantor shall be obligated to restore or repair the Property.
- 17. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hands appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise in set le any claim or controversy penaining 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 performance of any of Grantor's Obligations with respect to the Property under any discumstances. 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, liabilities (including altorneys) 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). Grantor, upon the request of Lender, shall hire legal counsel acceptable to Lender to definid Lender from 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 obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgag is.
- 19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Proprint when due. Upon the request of Lender Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, "ares and assessments pertaining to be froperty as estimated by Lender. So long as there is no default, these amounts shall be applied to the payment of the second of the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so lief to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.
- 20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its engines 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 time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's benuficial interest in its books and records per lating to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's final call condition on the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency in Lender may designate. All information fivelested by Grantor to Lender shall be recorded in the property 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 transferee of Lender's rights with respect to the Obligations, a signed and acknowledged 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) 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, transportation, or use of which, is fliegal; 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 remedies without notice or demand (except as required by law):

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

- (b) to collect the outstanding Obligations with or without resorting to judicial process; (c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to 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 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 maintained with Lender; and (h) 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 seeking the ecovery 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 be required.

State ofILLINOISU\U\U\U\U\U\U\U\U\U\U\U\U\U\U\U\U\U	
County of COOK 55.	County of
(4) CONNIE PRADO SU a notary	The foregoing instrument was acknowledged before me this
public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PATRICK J. FLAMERTY & MARIA A. COLDILO, HIS WIFE	by
personally known to me to be the same person S whose name	
subscribed to the foregoing instrument, appeared before me	85
this day in person and acknowledged that The y	
signed, sealed and delivered the said instrument asfree	The second secon
and voluntary act, for the uses and purposes herein set forth.	on behalf of the
Given under my hand and official seal, this8thday of	Given under my hand and official seal, this day of
Ponsauko Bado Sa	
Notary Public	Notary Public
Commission expires: October 21, 1996	Commission expires:
CONSUELO PRADO SU	
Notary Public, State or Mirols My Commission Expires 10/21/a	DULEA
The street address of the Property of applicable) is:	
5801 N. SHERIDAN P.J. U#10-A CHICAGO, IL 60660	

INICEPICIAL CODY

Permanent Index No.(s): 14-05-403-022-1009

The legal description of the Property is:

UNIT HUMBER 10-A AS DELINEATED ON SULVEY OF THE FOLLOWING PARCEL OF REAL ESTATE: LOTS 10 AND 11 (EXCEPT THE WIST) 14 FEET OF SAID LOTS) IN BLOCK 21 IN COCHRAN'S SECOND ADDITION TO EDGEWLY IN THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 MAST OF THE THIRD PRINCIPAL MERIDIAN THE EASTERLY LINE OF SAID PREMISES BEING THE WEST LINE OF LINCOLN PARK AS ESTABLISHED BY DECREE OF CIRCUIT COURT OF COCK COUNTY, ILLINOIS ENTERED MAY 26, 1976 IN CASE B129945 AND SHOWN ON THE TATTACHED AS EXHIBIT "A" OF THE DECLARATION MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 15/2 AS TRUST NUMBER 77824 AND RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 24,138,343, TOGETHER WITH AN UNDIVIDED 1.22/7 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PLOYERTY AND SPACE COMPRISING ALL OF THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS. Po. Clert's Organia

SCHEDULE B

This instrument was prepared by: RACKEL C. LENTZ

After recording return to Lender. ADVANCE BANK, s.b. 2320 THORNTON ROAD

LANSING, IL 60438

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