West Irving Park Road chicago, Illinois 60634

1836 WEST IOWA STREET

MORTGAGE 94 JUN 10 AM 9: 13

94515568

(312) 777-8700

CHICAGO, IL TELEPHONE NO.

LENDER"

GRANTOR JANOWSKI, divorced, not since JOANNA

60622-4930

BORROWER TOANNA JANOWSKI

With Astronomy State ADDRESS

1836 WEST IOWA STREET CHICAGO, IL 60622-4930 TELEPHONE NO. IDENT

IDENTIFICATION NO.

312/384-6073

323-72-6506

323-72-6506 312/384-6073 1. GRANT. For good and valuable consideration, Granter 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 appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property").

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

(a) this Mortgage and he following promissory notes and other agreements:

ATTERES DECEMBER OF THE STATE O

IDENTIFICATION HO.

INTEREST RATE	PHIPCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY	CUSTOMER HUMBER	LUAN NUMBEH
VARIABLE	\$20,000.00	05/23/94	06/01/99		9001
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- (b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing;
- (c) applicable law.
- 3. PURPOSE. This Mortgage and the Obligations rescribed herein are executed and incurred for consumer purposes.
- notes and other agreements evidencing the revolving cradit hand described in paragraph 2. The Mortgage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such i dvrinces are obligatory or to be made at the option of Lender to the same extent as if buch future advances were made on the date of the execution of this writing to, and although there may be no indebtedness outstanding at the time any advances to the promissory notes and agreements described above may increase from time to time, but the total of all such indebtedness so a civil shall not exceed \$ 20,000,00 decrease from time to time, but the total of all such indebtedness so six used shall not exceed \$
- 5. EXPENSES. To the extent permitted by law, this Mortgage secures the rehayment of all amounts 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, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.
  - REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender that:

(a) Grantor shall maintain the Property free of all liens, security interests, encur, plances and claims except for this Mortgage and those described 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 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 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, materials, or waste which is or becomes regulated by any governmental suther ty including, but not limited to, (i) petroleum; (ii) Iriable or nonfriable asbestos; (iii) polychlorinated biphenyis; (iv) those substances, materials or wester designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or placements to these statutes; (v) those substances, materials or waster additional substances, materials or waster defined as a "hazardous waste" pursuant to Section 1004 of the Resource Concervation and Recovery Act or any programments or replacements to that statute or full those substances materials or waster defined as a "hazardous waster" pursuant to Section 1004 of the Resource Concervation and Recovery Act or any amendments or replacements to that statute; or (vi) those substances, materials or wastes defined as a nazardous 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 with many 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; and

(e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or the caleement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuent to this Mortgage.

- 7. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person white: 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 cender's option declare the sums secured by this Morrigage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other legal and lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.
- 8. INQUIRIES 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.
- 9. INTERFERENCE 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 connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor without Lender's prior written consent, shall not: (a) collect any monles payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's right, tille and inturest 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. Lender shall be entitled to notify or require Grantor to notify any third party [including, but not limited to, lessess, licensess, governmental authorities and insurance companies] to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "indebtedness") whather 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 condumnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender spart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances in Lender, and immediately provide Lender with possession of the instruments and other remittances and other remittances, exchange or release any obligor or collateral upon, or otherwise sattle 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 therefore.
- 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 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.

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LP-N.508 & FormAlian Technologies, Inc. (12/15/92) (800) 937-3789

- 12. LOSS OR DAMAGE. Granter that the shift make that any portion the roll from any base whatso your, it ho e a not my be previous condition or pay or cause to be paid to board of the decrease ss, the figurest ucleur to compage (come of o or Dameno Crantor than, at the orthogological the fee many walks \$150 affects. Property
- any portion ther lot from any case whatson it. The defined my List or Damed Grantor had, at the prison of ender segment of the previous condition or pay or cause to consider the defease in the features and the little defease. In the features the first many value against all terrands including loss of damage caused by fine, coincident flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as use acceptable to Lender in its fine floorition. The insurance politics 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 politics shall name Lender as a mortionee and provide that so set or consists of Granton and Casalogue. flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies is the acceptable to Lender in the discretion. The insurance policies shall require the insurance company to provide Lander with at least thirty (30) days' written notice before such policies and discretion of campanies in the least and the such as a mortgage and provide that no act or omission of Grantor or any other person shall affect the digital of Lander to be paid the insurance proceeds personally the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lander. In the event Grantor fails to acquire or meintain insurance, Lender (after providing notice as may be required by law) may in its discretion process the insurance coverage upon the Property and charge the insurance cost shall be an advance payable and bearing interest as described in Paragraph 26 and secured hereby. Grantor shall furnish Londer with evidence of insurance indicating the required coverage. Lender may act as attorney-in-tact 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 contractly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of toes, frantor shall insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies lowered the Obligations of the due dates thereof. In any event Grantor shall be obligated to rebuild and restore the Property.
- 4. 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 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 noncent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.
- 13. 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 finduding appraisal fees) in connection with the condemnation or eminent demain proceeding, and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event, Grantor shall be obligated to outore or repair the Property.
- 16. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Granter shall immediately provide Lander with written notics of any actual or threatisted action, suit, or other notice defined the Property. Granter hereby appoints Lender as its atterney-in-fact to commence, intervene in, and selent such actions, stills, or other not proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be itable to Granter for any action, error, mis sky, 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.
- 17. INDEMNIFICATION. Lender shall or increase or be responsible for the performance of any of Grantor's Obligations with respect to the Fropeny 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 shareholder, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorteys' face and legal expenses), causes of culture, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Mortales). Grantor, upon the request of Lender, shall hite-legal counsel to defend Lender from such Claims, and pay the atternosts fees, legal expenses and other costs incurred in connection therewith. In the atternative, 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 Mortages. toroclosure of this Mortgage.
- 18. TAXES AND ASSESSMENTS. Grantor shall pay all tax as and assessments relating to Property when due. Upon the request of Landar, Grantor shall deposit with Lender each month one-twelfth (1/12) of the courrected 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 this event of default, Lender shall have the right, at its sole option, to apply the roads 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 of te thereof.
- 16. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Gr intor shall allow Lender or its agents 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 con all of in 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 it, broke and records penalning to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's linancial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and still be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respicts.
- 20. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor theil deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (s) the outstanding basiness and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations; and (c) whether Grantor possesses any 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 those matters in the event that Grantor fails to provide the requested statement in a timely manner.
  - 21. DEFAULT. Granter shall be in default under this Mortgage in the event that Granter or Borrower:

    - LEFAULT. Granter shall be in default under this Mortgage in the event that Granter or Borrower:

      [a] committe (raud or makes a material misrepresentation at any time in connection with the Obligations of this Mortgage, including, but not limited to, teles-statements made by Granter about Granter's income, assets, or any other aspects of Granter's financial condition;

      [b] fails to ment the repayment terms of the Obligations; or

      [c] violates or falls to comply with a covenant contained in this Mortgage which adversely affects the Propert, or sender's rights in the Property, including, but not limited to, transfering fills to or salting the Property without Lender's consent, falling to maintain in accordance or to pay tixes on the Property allowing a lier sonior to Lender's to result on the Property without Lender's written consent, allowing the Property to be foreclosed by a lienholder other than Lender, committing waste of the Fir party, using the Property in a missing which would be destructive to the Property, or using the property in an illegal manner which may subject to Property to seizure or configuration.
- 22. RIGHTS OF LENDER ON DEFAULT. If there is a delault under this Murtgage, Lender 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;

  - to decisis the Obligations immediately due and payable in full; to collent the outstanding Obligations with or without resorting to judicial process; to require Grantor to deliver and make available to Lender any parsonal property constituting the Property at a place reasonably convenient to
  - Grantor and Lender;

    (e) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;

    (f) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's line.
  - (f) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's linancial 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;

  - (a) to foreclose this Mortgage; (n) 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
  - (i) 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 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 be required.

- 23. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Montgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Londer 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, filling less, 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 antilled under any applicable law.

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public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that	public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
and voluntary act, for the uses and purposes herein set forth.  Given under my hand and official seal, this day of	and voluntary set, for the uses and purposes herein set forth.  Given under my hand and cilicial seal, this day o
June June Marile	Notary Public
2 MAY DV DIDI (C. STA I) UP ILLINUIO (	Commission expires:
The street address of the gope of applicable 1836 WRST IOWA S. CHICAGO, ID 60627 4/30	
Permanent Index No.(e): 17 - 06 - 423 - 048	

SCHEDULE B

OUNT CORTS OFFICE

This instrument was prepared by: GREGORY B. WHIPPLE, 5900 WEST IRVING PARK ROAD, CHICAGO, IL 60634

- rigin or remiddy under this Monga 28. COLLECTION COSTS. If London Grantor agraos to pay Lender's reaso
  - SATISFACTION. 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, Granfor shall immediately reimburse Lender for all amounts (including attorneys' less and legal expenses) expended by Lender in the performance 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 relimbursament. 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 bettell of Grantor may be applied against the amounts paid by Lender (including attorneys' less and legal expenses), to the extent permitted by law, in connection with the exercise of its rights or remedies described in this Montgage 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 of Indebtedness. In addition, Lender shall be entitled, but not required to be taken or executed by Granter under this Mortgage. Lender's performance of such action or execution of such discurrents shall not relieve Grantor from any Obligation or cure any detault under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and
- 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous tien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.
- 31. 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 portion of the Property. Except as provided in paragraph 25, nothing herein shall be deemed to obligate Lender to rslease any of its interest in the Property.
- 32. MODIFICATION AN 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 fall 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 Morigage shall not be affecte it Lender amends, compromises, exchanges, falls to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its arrate against any Grantor, third party or the Property.
- 33. SUCCESSORS AND ASSIGNS. This Mortgugo shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receive. as, rinistrators, personal representatives, legatees and devisees.
- 34. NOTICES. 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 addresses the parties may designate in writing from time to time. Any such notice so given and sent by carlified mail, postago prepaid, shall be deemed given three (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 Mortgag. Volates the law or is unenforceable, the rest of the Mortgaga shall continue to be valid and
- 36. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.
- 37. MISCELLANEOUS. Grantor and Lender agree that time is of the assence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in inf. Mortpage 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 trial by jury in any civil action arising out of, or based upon, this ted du Mortgage or the Property securing this Mortgage. This Mortgage and my related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.
  - 38. ADDITIONAL TERMS.

Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Morigage. Dated: MAY 23. 1994 GRANTOR JOANNA JANGWSKI TENANT IN THE ENTIRETY GRANTOR GRANTOR: GRANTOR: