BANK OF HOMEWOOD NOFELCOPY

12. A Greet Lakes Bank
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#::::13054 PRIGE Road, Hornewood, IL 60430 (705) 795-6050 15500 Dixie Highway, Homewood, IL 60430 LEHQER*

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GOMEWOOD RESTAURA				HOMEMOO	BOR RESTAURANT RESTAURANT	ROWER T LTD P CORP,	ARTHERSUL GEN PARTH	P R
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HOMEWOOD, IL 604	30	DH ND B (78-538	CADOL II	OOWENOR H SHOHNLIET	D, IL 6043 Go Poderno Sarti	O	ATION NOV 11 128	les a 1885

Schedule: A which is attached to this Mortgage and incorporated herein together with all future and present improvements and third shocks, and attached to the seas, licenses and other agreements; rents, issues and profits) water, well, ditch, reservoir and mineral rights and stocks, and standing timber and origin pertaining to the real property (cumulatively "Property").

gr 2: QBLIGATIONS. This Mongage no is secure the payment and performance of all of Borrower and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumulative obligations) to Lender pursuant to:

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

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- (x) call other present or future obligations of Borrower Cournier to Lender (whether incurred for the same or different purposes than the conformal forms of the course of
 - b) all renewals, extensions, amendments, modifications, replacemen's or substitutions to any of the foregoing.

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- 3. PURPOSE. This Mongage and the Obligations described herein are traduced and indured for commercial purposes.
- A. FUTURE ADVANCES. This Mortgage secures the repayment of all down see that Lender may extend to Borrower'or Grantor under the promissory notes and other agreements evidencing the revolving credit loans described in pa agraph 2. The Mortgage secures not only existing indebtedness, but also escures tuture advances, with interest thereon, whether such activances are obligating to be made at the option of Lender to the same extent as if such interest evere made on the date of the execution of this Mortgage, and although they may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage under the promise or notes and agreements described above may increase or decrease from time to time, but the total of all such indebtedness so secured shall not excerd a such indebtedness to require the promise of the promise of all advances that Lender may extend to Borrower or Grantor under the promise of other agreements described in paragraph 2, but the total of all such indebtedness so secured shall not exceed \$\frac{1}{2}\$.
- 5. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment 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, or journs 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 Winder 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 nor, to the best of Grantor's knowledge, any other party has used, generated, released, *!ar.n.ged, stored, or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transported any Hazardous Materials to or, orn the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substancer, materials, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable as nested; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 301 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute or any other similar statute, rule," requisition 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, and the
 - (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 Lander'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 Lander 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 Lander's option declare the sums secured by this Mortgage to be immediately due and payable, and Lander 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 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 monies 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 rights, tille 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 default by Grantor under an Agreement or purporting to terminate or cancel any Agreement; Grantor shall promptly loward a copy of such communication (and any subsequent communications relating thereto) to Lender.
- any Agreement; Grantor shall promptly forward a copy of such communication (and any subsequent communications relating threating to a supply of such communication (and any subsequent communications relating threating to a supply of such communication (and any subsequent communications relating to the property of the property (communication) is a supply of such communication (and any subsequent communications relating to the property (communication) is a supply of supply (communication) in the property (communication) is a supply of supply (communication) in the property (communication) is a supply of supply (communication) in the property (communication) is a supply of supply (communication) in the property (communication) is a supply of supply (communication) in the property (communication) is a supply of supply (communication) in the property (communication) is a supply (communication) in th

owing to Grantor from these third be ties until the giving of such no it cation to the rvent that Grantor to see so receives possession of any instrument or other remittances with respect to the kides these billowing it is giving or such notification or if the instruments or other remittances constitute the prepayment of any indebtodness or the payment or any insurance or condemnation proceeds. Stamps shall hold such instruments and other remittances to be instruments and other property, endorse the instruments and other remittances to be condernation 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 collatershapping, 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. 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 sold 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. [NSURANCE. Granter 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. Granter 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 omission of Granter or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender, in the event Granter fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procurs appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 28 and secured hereby. Granter shall furnish insurance policies, canor ting any policy or endersing Granter's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies, canor ting any policy or endersing Granter's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly augment additional to make payments directly to Lender instead of to Lender and Granter, Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Froz arty. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Granter shall be obligated to rebuild and restore the Property.
- 15. ZONING AND PRIVATE COLEN INTS. Grantor shall not initiate or consent to any change in the zoning provisions or private coverants affecting the use of the Property without Lends: a rice 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.
- 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 (Pruble to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' reput legal expenses (to the extent permitted by applicable law) and other costs including appraisal fees, in connection with the condemnation or eminent dome in proceedings 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 restore or repair the Property.
- 17. LENDER'S RIGHT TO COMMENCE OR DEFEND LF JA'. ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, sult, or other proceeding atfecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, sults, or other legal proceedings and to or mp brokes or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay perturbed 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 droumstances. Grantor shall immediately provide Lender and its the sholders, directors, officers, employees and agents with written notice of and indemnity and hold Lender harmless from all claims, damages, liabilities, directors officers, employees and agents with written notice of and indemnity and hold Lender harmless from all claims, damages, liabilities, directors, officers, employees and agents with extent permitted by applicable law) causes of action, actions, suits and other legal proceedings (our uter legal counsel acceptable to Lender to defend Lender in the three involving Hazardous Materials). Grantor, upon the request of Lender, that the legal counsel acceptable to Lender to defend Lender than the Claims, and pay the attorneys' fees, legal expenses (to the extent permitted by applicable law) and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Clair is it Grantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage.
- 19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relicing to Property when due. Upon the request of Lender, Grantor THE TARCHARD AND ADDIDDMENTS. Grantor shall pay all taxes and assessments reming to Property when due, Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insure no property as estimated by Lander. So long as there is no default, these amounts shall be applied to the payment of the assessments, and insurance on the Property in the event of default, Lender shall have the right, at its sole option, to apply the funds so held to our said taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the inverse order of the due dates thereof.
- 20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its acents 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 fine. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and provide shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records portaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's interest in 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.
- 21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, 🕡 any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance of the Obligations; and (b) whether Grantor possesses any claims, detenses, 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 Montgage or any other present or future, written or cral, agreement;

 - (o) allows the Property to be damaged, destroyed, lost or stolen in any material respect;
 (d) socks to revoke, terminate or otherwise limit its liability under any guaranty to Londer;
 (e) allow the Property to be used by anyone to transport or store goods 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 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;
 - to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to
 - Grantor and Lender; (d) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
 - (e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;
 - ff) to foreclose this Morigage;
 (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 recovery of any of the Property by way of a prejudgment ramedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

entitled under any applicable law.	walves all homestand or other axemalions to which Grantor would otherwise be
26. WAIVER OF REDEMPTION. Grantor, to the extent Grantor may to an order of sale pursuant to foreclosure proceedings, and hereby waives such rademption period, but for this waiver.	awiully do so, hereby warves any and all rights to redeem the Property sold under the period of redemption, and any and all rights which would have accrued during
26. SATISFACTION. Upon the payment in full of the Obligations, this	Mortgage shall be satisfied of record by Lender.
In the following manner: Itrat, to the payment of any sherliffs fee and the and coats of the sale or in connection with securing, preserving and mai	from the foreolosure of this Mortgage and the sale of the Property shall be applied satisfaction of its expenses and costs; then to reimburse Lender for its expenses intaining the Property, seeking or obtaining the appointment of a receiver for the tiling fees, notification costs, and appraisal costs); then to the payment of the
(Including attorneys' fees and legal expenses) expended by Lender in the	Upon demand, Grantor shall immediately reimbures Lender for all amounts performance of any action required to be taken by Grantor or the exercise of any son at the lower of the highest rate described in any Obligation or the highest rate. These sums shall be included in the definition of Obligations herein and shall be
attorneys' less and legal expenses) in connection with the exercise of its	ehalf of Grantor may be applied against the amounts paid by Lander (including a rights or remedies described in this Mortgage and then to the payment of the
documents pertaining to the Obligations or indebtedness. In addition, to document required to be taken or executed by Grantor under this Mortg. not relieve Grantor from any Obligation or dure any default under this Mortg	s its attorney-in-fact to endorse Gramor's raims on all instruments and other ender shall be entitled, but not restricted to perform any action of escute any sego. Lender's performance of supplied to be executed to be ender a performance of supplied in the powers of attorney response to the powe
31. SUBROGATION F.F. LENDER. Lender shall be subrogated to 00.7 discharged with funds advaroed by Lender regardless of witether these like	the rights of the holder of any provings then, security interest or engumbrance
स्ट 🖰 Grantor agrees to pay Lander's iens को ble attorneys' fees and ocets.	illeoting any amount due for enforcing any right of remedy under this Mongage,
33. PARTIAL RELEASE. Lender risk slease its interest in a portion affecting its interest in the remaining portion of the Property. Nothing Property.	of the Property by executing and recording one or more partial releases without herein shall be deemed to obligate Lender to release any of its interest in the
ocntained in a writing signed by Lender. Lender .n., perform any of Qr. waiver of those Obligations or rights. A waiver of one coorsion shall n	any of Grantor's Obligations or Lender's rights under this Mortgage must be antor's Obligations or delay or fall to exercise any of its rights without causing a lot constitute a waiver on any other cocasion. Grantor's Obligations under this jes, falls to exercise, impairs or releases any of the Obligations belonging to any he Property.
38. SUCCESSORS AND ASSIGNS. This Mortgage shr.ii be bindi successors, sasigns, trustees, receivers, administrators, persor al (1) prosen	
described in this Mortogoe or such other address as the parties may deriv	ander this Mortgage shall be in writing and sent to the parties at the addresses the first in writing and sent to the parties at the addresses that in writing from time to time. Any such notice so given and sent by certified the lasent and on any other such notice shall be deemed given when received
37. SEVERABILITY. If any provision of this Mortgage violates the is enforceable.	www. Is unenforceable, the rest of the Mortgage shall continue to be valid and
38. APPLICABLE LAW. This Mortgage shall be governed by the law and venue of any court located in such state.	s of the state where the Property is located. Grantor consonts to the jurisdiction
and protest except as required by law. All references to Grantor in this Mo	essence. Crantor weives presentment, demand for payment, notice of dishonor origage shall includy all persons signing below. If there is more than one Grantor, y right to trial by lucy in any civil action arising out of, or based upon, this my related documents represent the complete integrated understanding between sents.
40. ADDITIONAL TERMS.	7'
1. COLLATERAL SECURING OTHER LOAMS WITH LI 2. RENEWAL OF THIS LOAN WILL BE SUBJECT TO	ENDER MAY ALSO SECURE THIS LOAN.
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a Ba	co is character (recitation
Grantor acknowledges that Grantor has read, understands, and agrees to the	
Onted: AUGUST 22, 1994 GRANTOR: HONEWOOD RESTAURANT LTD PARTNERSHIP BY HAWD RESTAURANT CORP, GEN PARTNER	GRANTOR:
SY BRUCE A. PETERSON PRESIDENT	
GRANTOR:	GRANTOR:
GRANTOR:	GRANTOR:

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GRANTOR:

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Cook **.	6 t • •
Dunty of	County of)
Mercedes Kozla , a notary	The foregoing instrument was acknowledged before me this
billo in and for said County in the State aforesaid, DO HEREBY CERTIFY	
reconally known to me to be the same person whose name	1
a day in person and acknowledged that he	
ned, sealed and delivered the said instrument as free divoluntary sot, for the uses and purposes herein set forth.	on behalf of the
• •	
Given under my hand and official neal, this A day of	Given under my hand and official seal, this day of
	ann sain-seò na mara bina ann deile aguidit i aguidit i aguidit i deile deile deile deile deile i deile deil
OFFICIAL NEEDS	Notary Public
mmlasion explore RCEDES KOZEA	Commission expires:
NOTARY PUBLIC, FTATE OF ILLINOIS	
	EDULE A
The street address of the Property (1 coplicable) is: 18225 DIXIN NIGHWAY HOMEWOOD, IL 60430	DEPT-01" RECORDING" \$27. TH8888 TRAN 2890 69/28/94 19:50:00 H7908 TRAN 2890 69/28/94 19:50:00 COOK COUNTY RECORDER
termaneut Index No.(s): 29-31-409-010, 037, a 038	
he legal description of the Property is:	n & The Ingle Collegey FT.RDF(E
LOTE 2, 3 AND 4 IN THE RESUBDIVISION OF LOT DIVISION OF THE WEST 1/2 OF THE SOUT(E).ST 1 MORTH, RANGE 14, EAST OF THE THIRD PRIMILIPS ILLINOIS.	1/4 OF SECTION 31, TOWNSHIP 36 LL MERIDIAN, IN COOK COUNTY,
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EXISTING LIENS OF RECORD.	CV CV

MAIL TO:

EVELYN TOPOLSKI CREDIT ADMINISTRATION-GLFR P. O. Box 1483 Homewood, IL 60430-0483

This instrument was prepared by: SHEILA A. BERENS

After recording return to Lender.

The state of the s