RETURN TO BOX 43

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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JUNIOR MORTGAGE

This Junior Mostcage (herein "Mortgage") is made this 31st day of January, 1995, by Vincent A. Gasparaitia, Jr. and Edda Life Blias (herein collectively "Mortgagora") in favor of mortgages, Cole Taylor Bank, an Illinois banking conferation (herein "Bank").

WHEREAS, Vincent A. Camperaitis, Ir., P.C., an Illinois Corporation ("Borrower") is indebted to Bank in the principal sum of Three Hundred Thomsand and 00/100 (\$300,000.00) Dollars, or such indebtedness remaining from time to time in paid under Borrower's Note of even date herewith (herein "Note").

TO SECURE TO Bank (a) repayment in the principal, interest, and all other amounts payable to Bank on the Note according to its tenor and effect, and all renyways, extensions and modifications thereof; (b) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (c) the performance and observance of all the covenants, provisions and agreements of Mortgagors herein and in the Note contained and in consideration of the premises and its and 00/100 (\$10.00) Dollars in hand paid and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Borrowers, Borrowers do hereby mortgage, grant, convey and assign to Bank all of Borrowers' right, title, and interest in the real estate located at 737 Holly Drive, Bartlett, Illinois, and segally described in Exhibit "A" attached hereto and incorporated herein.

TOGETHER with all huildings, improvements, and tenements now or nersafter erected on the property, and all heretofore or hereafter vacated alleys and streets abutting the property, and all of Corrowers' right, title and interest in all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property, and all fixtures now or hereafter located in, or on, or used, or intended to be used in connection with the property including, but not limited to, those for the properse of supplying or distributing heating, cooling, electricity, gas, water, air and light; security and access county apparatus, plumbing, bath tube, water heaters, storm windows, storm doors, all of the foregoing, together with and property are herein collectively referred to as the "Property".

Mortgagors covenant that Mortgagors are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant, convey and assign the Property, that the Property is unencumbered and that Mortgagors will warrant and defend generally the title to the Property against all claims and demands, subject to any essements and

This instrument was prepared by and after recording mail to:

James E. Musial, Esq 1200 Jorie Blvd., Suite 329 Oak Brook, Illinois 60521 708/990-9600 CORTY MULER INVESTORS THEE CLASSICAL ANTER INC.

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restrictions listed in a schedule of exceptions to coverage in any title policy insuring Bank's interest in the Property.

COVENANTS. Mortgagors covenant and agree as follows:

- 1. Payment of Principal and Interest. This Mortgage shall secure the prompt payment, when due, of the principal of and interest on the indebtedness evidenced by the Note, and prepayment and late charges, if any, provided in the Note and all other sums secured by this Mortgage.
- by Bank, Mortgagors shall pay to Bank on the day monthly installments of principal or interest are payable under the Note (or another day designated in writing by Bank), until the Note is paid in full, a sum (herein "Funda") equal to one-twelfth of (a) the yearly taxes and assessments which may be levied on the Property, and (b) the yearly premium installments for fire and other hazard insurance and such other insurance covering the Property as Bank may require pursuant to paragraph 5 hereof, all as reasonably estimated initially and from time to time by Bank on the basis of assessment; and bills and reasonable estimates thereof. Any waiver by Bank of a requirement that Mortgagors pay such bundary paguire Mortgagors to pay to Bank, in Bank's sole discretion, at any time upon notice in writing to Mortgagors. Bank may require Mortgagors to pay to Bank, in advance, such other Funds for other taxes, charges, premiums, assessments and impositions in connection with the Property which Bank shall doem necessary to protect Bank's interests (herein "Crt'er Impositions"). Unless otherwise provided by applicable law, Bank may require Funds for Other Impositions to be paid by Mortgagors in a lump sum or in periodic installments, at Bank's option.

If the amount of the Funds held by Sark at the time of the annual accounting thereof shall exceed the amount deemed necessary by Bank to provide for the payment of taxes, assessments, insurance premiums, and Other Impositions as they fall due, such excess shall be credited to Mortgagors on the next monthly installment or installments of Funds due. If at any time the amount of the Funds held by Bank shall be less than the amount deemed necessary by Bank to pay taxes, assessments, insurance premiums, rents and Other Impositions as they fall due, Mortgagors shall pay to Bank an amount necessary to make up the deficiency within thirty days after notice from Bank to Mortgagors requesting payment thereof.

Notwithstanding the foregoing, Bank temporarily suspends the requirement of the deposit of Funds for the payment of taxes, assessments, and insurance upon the condition that (a) Morangers pay all such amounts directly on or before the due dates thereof and promptly furnish Bank with evidence of such payments, and (b) Mortgagors are not in breach of any covenant or agreement in this Mortgage. Bank reserves the right to reinstate the requirement of the periodic deposit of Funds with Bank upon the failure of either of the foregoing conditions.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Bank from Mortgagors under the Note or this Mortgage shall be applied by Bank pursuant to Paragraph 1.5 of the Note.
- 4. Charges: Liens. Mortgagors shall pay all taxes, assessments, and other charges, lines and impositions attributable to the Property which may attain a priority over this Mortgage and leasehold payment of ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Mortgagors making payments when due, directly to the payee thereof. Mortgagors shall promptly furnish to Bank all notices of amounts due under this paragraph, and in the event Mortgagors shall make payment directly, Borrower shall promptly furnish Bank receipts evidencing such payments. Mortgagors shall promptly discharge any lien which has priority over this Mortgage; provided, that Mortgagors shall not be required to discharge any such lien so long as Mortgagors: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Bank; (b) shall in good faith contest such lien by, or defend against enforcement of the lien in, legal proceedings which in the opinion of Bank operate to prevent the enforcement of the lien or forfeiture of the Property

or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Bank subordinating such lien to this Mortgage, or shall obtain a title insurance indomnity, bond or other security acceptable to Bank.

If Bank determines that all or any part of the Property is subject to a lien which may attain a priority over this Mortgage, Bank may send Mortgagers notice identifying such lien. Mortgagers shall satisfy such lien or diligently pursue one or more of the actions set forth above within ten (10) days of the giving of notice.

5. Hand Insurance. Mortgagors shall keep the improvements now existing or hereafter erected on the Property insured by carriers at all times satisfactory to Bank against loss by fire, hazards included within the term "extended coverage" and such other hazards, casualties, liabilities and contingencies as Bank shall require and in such amounts and for such periods as Bank shall require. In the event the Property is or at any time hereafter may be designated to be in a flood hazard area, Mortgagors agree to maintain flood insurance policies in form and amounts satisfactory to Bank and issued by companies approved by Bank. All premiums on insurance policies shall be paid, at Bank's explicit, in the manner under paragraph 2 hereof, or by Mortgagors making payments, when due, directly to the carrier, or in such other manner as Bank may designate in writing.

All insurance policies and renewals thereof shall be in a form acceptable to Bank and shall include a standard mortgage clause in favor or and in form acceptable to Bank. Bank shall have the right to hold the policies, and Mortgagors shall promptly function Bank all renewal notices and all receipts of paid premiums. At least thirty days prior to the expiration date of a policy, Mortgagors shall deliver to Bank a renewal policy in form satisfactory to Bank.

In the event of loss, Mortgagors shall give immediate written notice to the insurance carrier and to Bank. Mortgagors hereby authorize and empower Bank as attorney-in-fact for Mortgagors to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds and to deduct therefrom Bank's expenses incurred in the collection of such proceeds; provided however, that making contained in this paragraph 5 shall require Bank to incur any expense or take any action hereunder. Mortgagors maker authorize Bank, at Bank's option, (a) to hold without interest the halance of such proceeds to be used to reimismos the cost of reconstruction or repair of the Property or (h) to apply the halance of such proceeds to the payment of one sums secured by this Mortgage, whether or not then due, in the order of application set forth in paragraph 3 here of.

If the insurance proceeds are held by Bank to reimburse Mortgagors for the costs of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Bank may reasonably approve in writing. Bank may, at Bank's option, condition distursement of said proceeds on Bank's approval of such plans and specifications of an architect satisfactory to Bank, contractor's cost estimates, architect's certificate, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens an Bank may require. If the insurance proceeds are applied to the payment of the sums secured by this Mortgage, any such application of proceeds to principal shall not be subject to any prepayment penalty and shall not extend or postpone the due dates of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amounts of such installments. If the Property is sold pursuant to paragraph 17 hereof or if Bank acquires title to the Property, Bank shall have all of the rights, title and interest of Mortgagors in and to any insurance policies and uncarned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

6. Preservation and Maintenance of Property: Leaseholds. Mortgagors (a) shall not waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Bank may approve in writing, in the even of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair. (d) shall keep

the Property, including improvements, fixtures, equipment, machinery and appliances thereto in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental hody applicable to the Property, and (f) shall give notice in writing to Bank of and, unless otherwise directed by Bank, appear in and defend any action or proceeding purporting to affect the Property, the security of this Mortgage or the rights or powers of Bank. Neither Mortgagors nor any tenant or other person shall remove, demolish or alter any improvement now existing or hereafter erected on the Property or any fixture, equipment, machinery or appliance in or on the Property except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind or with the prior written consent of Bank.

7. Condemnation. Mortgagors shall promptly notify Bank of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Mortgagors shall appear in and prosecute any such action or proceeding unless otherwise directed by Bank in writing. Mortgagors authorize Bank, at Bank's option, as attorney-in-fact for Mortgagors, to commence, appear in and prosecute, in Bank's or Borrowe, roome any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any secard, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyance in liou of condemnation, are hereby assigned to and shall be paid to Bank.

Mortgagors authorize Bank to army such awards, payments, proceeds or damages, after the deduction of Bank's expenses incurred in the collection of such amounts, at Bank's option, to restoration or repair of the Property or to payment of the sums secured by this Mortgagos, whether or not then due, in the order of application set forth in paragraph 3 hereof, with the balance, if any, to Mortgagoss. Any application of proceeds to principal shall not be subject to any prepayment penalty and, unless Mortgagoss and Bank otherwise agree in writing, shall not extend or postpone the due date of the monthly installments re erred to in paragraphs 1 and 2 hereof or change the amount of such installments. Mortgagors agree to execute such in this evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Bank may require.

- Borrower and Lien Not Released. From time to time, Bank may, at Bank's option, without giving R. notice to or obtaining the consent of Mortgagors their successors of assign or of any junior lienholders, without liability on Bank's part and notwithstanding Mortgagors breach of any cov man, or agreement of Mortgagors in this Mortgage, extend the time for payment of said indehtedness or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, release from the lien of this Mortgage any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Mortgagors to modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable thereunder. Any actions taken by Bank pursuant to the terms of this paragraph 8 shall not affect the obligation of Mortgagors or their successors or assigns to pay the sums secured by this Nortgage and to observe the covenants contained herein, shall not affect the guaranty of any person, corporation, partnership or other entity for the payment of the indebtedness secured hereby, and shall not affect the lien or priority of lien on the Property. Mortgagors shall pay Bank a reasonable service charge, together with such title insurance premiums and attorneys' fees as may be incurred at Bank's option, for any action if taken at Borrower's request.
- 9. <u>Fortherance by Bank Not a Waiver</u>. Any forbearance by Bank in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Bank of payment of any sum secured by this Mortgage after the due date of such payment shall not be a waiver of Bank's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Bank shall not be a waiver of Bank's right to accelerate the maturity of the

indebtedness secured by this Mortgage, nor shall Bank's receipt of any awards, proceeds or damages under paragraphs 5 and 7 hereof operate to cure or waive Mortgagors' default in payment of sums secured by this Mortgage.

- 10. <u>Uniform Commercial Code Security Agreement</u>. This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Mortgagors hereby grant Bank a security interest in said items. Mortgagors agree that Bank may file this Mortgage, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property.
- 11. Acceleration in Case of Mortgagors' Insolvency. If Mortgagors shall voluntarily file a petition under the Federal dankruptcy Code, as such Code may from time to time be amended, or under similar or successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in any involuntary proceeding admitting insolvency or inability to pay debts, or if Mortgagors shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of decrewer within sixty (60) days, or if Mortgagors shall be adjudged bankrupt or if a trustee or receiver shall be appointed for Mortgagors or Mortgagors' property, and the same shall not be vacated or stayed within sixty (60) days, or if the Property shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, and the same shall not be vacated or stayed within sixty (60) days, or if Mortgagors shall make an arrangement for the benefit of Nortgagors' creditors, or if there is an attachment, execution or other judicial seizure of any portion of Mortgagors' masets and such seizure is not discharged within ten days, then Bank may, at Bank's option, declare all the sums secured by this Mortgago to be immediately due and payable without prior notice to Mortgagors, and Bank may invoke and remedies permitted by paragraph 17 of this Mortgago. Any attorneys' fees and other expenses incurred by Bank in commediate with Mortgagors' bankruptcy or any of the other aforesaid events shall be additional indebtedness of Mortgagors secured by this Mortgago.
- 12. <u>Restrictions on Transfer.</u> Subject to the provisions of paragraph 4 hereof, it shall be an immediate breach of this Mortgage if, without the prior written consent of the Park, which consent shall not be unreasonably withheld, any of the following shall occur, and in any event the Bank may condition its consent upon such increase in rate of interest payable upon the Note, change in monthly payments thereof, change in maturity thereof and/or the payment of a fee, all as the Bank may in its sole discretion require:

If the Mortgagors shall create, effect, contract for, commit to or consent x_i , or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security into est or other encumbrance or alienation of the real estate or any part thereof, or interest therein, excepting only sales or other dispositions of personalty no longer useful in connection with the operation of the Property, provided that prior to the sale or other disposition thereof, such personalty has been replaced by other personalty, subject to the first and prior lien hereof, of at least equal value and utility;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, accurity interest, encumbrance, lease or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided that the foregoing provisions of this paragraph 12 shall not apply (i) to the lien of current taxes and assessments not in default, (ii) to the creation of any lien or leasehold subject, subordinate, and inferior to the lien created hereunder, or (iii) to any transfers of the Property or part thereof, or interest therein, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, personal representatives and/or committee. The provisions of this paragraph 12 shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise, shall acquire any part of or interest in or encumbrance upon the Property.

13. <u>Notice</u>. Except for any notice required under applicable law to be given in any other manner, (a)

any notice to Mortgagors provided for in this Mortgage or in the Note shall be given by personal service upon Mortgagors of by mailing of such notice by certified mail addressed to Borrower at Borrower's address set forth in the Note or at such other address as Mortgagors may designate by notice to Bank as provided herein, and (b) any notice to Bank shall be given by certified mail, return receipt requested, to Bank's address stated herein or to such other address as Bank may designate by notice to Mortgagors as provided herein. Any notice provided for in this Mortgage or in the Note shall be deemed to have been given when personally served as hereinshove provided or, if mailed, on the date of deposit of such notice in the United States Mail.

- 14. Successors and Assigns Hound: Joint and Several Liability: Agents: Captions. The covenants and agreements herein contained shall bind, and the rights hereinder shall inure to, the respective successors and assigns of Bank and Mortgagors. All covenants and agreements of Mortgagors shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein. Bank may act through its employees, agents or independent contractors as authorized by Bank. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- Queroing Law: Vonue: Severability. This Mortgage shall, at Bank's option, he governed by the 15. laws of the jurisdiction in which the Property is located. Venue for all disputes and claims arising from this Mortgage shall be in the courty in which the Property is situated. In the event that any provisions of this Mortgage or the Note conflict with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Mortgage and the Note are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagors are interpreted so that any charge provided for in this Mortgage or in the Note, whether considered separately or logether with other charges levied in connection with this Mortgage and the Note, violates such law, and Mortgag means entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid to Bank in excess of the amounts navable to Bank pursuant to such charger as a sluced shall be applied by Bank to reduce the principal of the indebtedness evidenced by the Note (in which case or: prepayment penalty shall be applicable) or, at Bank's option, shall be refunded to the Mortgagors. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagors have been violated, all indebtedness which is secured by this Mortgage or evidenced by the Mote and which constitutes interest, as well as all other charges levied in connection with such indebtedness which constitute interest, shall at Bank's option be deemed to be allocated and spread over the stated term of the Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest computed thereby is uniform throughout the stated term of the Note.
- Property held by Bank, Bank shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. Bank shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the carcine of the remedies provided herein. Mortgagors or any party who consents to this Mortgage and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice hereof terminal waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.
- 17. Acceleration: Remedies. Upon Mortgagors' breach of any covenant or agreement in this Mortgage, or breach of any warranty or representation made herein. Bank at Bank's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding and may invoke any other remedies permitted by applicable law or provided herein. Bank may exercise this option to accelerate during any default by the Mortgagors regardless of any prior forbearance. Bank shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorneys' fees, costs of documentary evidence, abstracts and title reports, and other costs of suit.

Upon the Bank's exercise of this option to accelerate, whether or not foreclosure proceedings have been commenced, all sums secured by this Mortgage shall bear interest thereafter at the Default Rate defined in the Note.

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- 18. Roleano. Upon payment of all sums secured by this Mortgage, Bank shall release this Mortgage. Mortgagers shall pay Bank's reasonable costs incurred in releasing this Mortgage.
- 19. Indemnification. To the extent permitted by applicable law and specifically excluding claims, demands, losses, liabilities, actions, lawssits and other proceedings, judgments, awards, decrees, costs and expenses caused by the negligent acts of the Bank, Mortgagors agree to indomnify and hold Bank harmless from any and all claims, domands, losses, liabilities, actions, lawsuits and other proceedings, judgments, awards, decrees, costs and expenses (including reasonable attorneys' fees), arising directly or indirectly, in whole or in part, out of the acts and omissions, whether negligent, willful or otherwise, of Mortgagons or any of their agents in connection with this Mortgage of war a result of: (a) ownership of the Property or any interest therein or receipt of any rent or other sum therefrom; (b) any accident, injury to or death of persons or loss of or damage to property occurring in, or about the Property or any part thereof or on the adjoining sidewalks, curbs, vaults and vault space, if any, adjacent parking arous, stroom of verys; (c) any use, non-use or condition of the Property or any part thereof or the adjoining sidewalks, curbs, vaulty real vault space, if any, the adjacent parking aroas, streets or ways; (d) any failure on the part of the Mortgagors to perform or comply with any of the terms of this Mortgago; or (e) the performance of any labor or services or the furnishing of any materials or other property with respect to the Property or any part thereof, provided that mone of the foregoing result from the acts or omissions, whether negligent, willful or otherwise, of Bank or its officers, agents, subagents or employees. Any amounts payable to the Bank under this paragraph which are not paid within to (10) days after written demand therefor by the Bank shall bear interest at the Default Rate defined in the Note. The obligations of the Mortgagors under this paragraph shall survive any termination or satisfaction of this Mortgage.
- 20. <u>Junior Mortgage</u>. The rights and interest, of Bank under this Mortgage are in all respects subject and subordinate to the liens and rights and interest of the first mortgage hold by First Federated, dated February 9, 1994 and recorded in Cook County February 17, 1994 as decument number 94155062 in the principal amount of \$143,600,00 (hereinafter the "Senior Mortgage"). Said Senior Mortgage was assigned to Loan America Financial February 9, 1994 and recorded in Cook County February 17, 1994 as document number 94155064. In the event of any conflict between the provisions of this Mortgage and the provisions of the Senior Mortgage, the provisions of the Senior Mortgage shall control. The rights of Bank to insurance proceeds or condemnation awards are subject to the rights of the parties as their interests may appear.

IN WITNESS WHEREOF, Mortgagors have executed this Mortgage on are date first written above.

Vincent A. Gasparmtin,

DAG DUA DI

STATE OF ILLINOIS)
) SS .
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for and residing in said County and State. DO HERBBY CERTIFY, that Vincent A. Gasparaitis, Jr., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person and he appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act.

Given under my hand and official soul this ____ day of January, 1995.



My Commission Expires:

STATE OF ILLINOIS

COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for and residing in said County and State, DO HERBBY CERTIFY, that Edda Blid Blias, personally brown to me to be the same person whose name is subscribed to the foregoing instrument as such person and she appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act.

Given under my hand and notarial seal this _____ day of January. 1995.

VVONNE A. WOLOD! OVECZ ROBAL FORMES IN A DE RUNDIS LAT COMPASSION EXPLYS 1-11-67

Notary Public

Y Commission Expires:

95080989

Property of Coot County Clert's Office

S. S. S. S.

EXHIBIT 'A" **LEGAL DESCRIPTION**

LOT 48 IN OAK GROVE OF BARTLETT UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 8, 1979 AS DOCUMENT NUMBER 24873605, IN **COOK COUNTY, ILLINOIS**

NOCOOK COUNTY CLERK'S OFFICE COMMON ADDRESS: 737 HOLLY DRIVE, BARTLETT, ILLINOIS 60103

PIN: 06-34-306-006-0000