ILLINOIS

MORTGAGE

97081986

125/31/D V06

GRANTOR	BORROWER
MARITIE WRONA	EARIUSZ MEGNA
BOZZER Z. MRCER	BOESHE, E. HECHEA
STYRAID AND HEM	
ADDRESS	ADDRESS -
8901 167TS ST	8901 167 TE ST
CRIAND MILE IL 60477	CONTRACT STATES IL 60677
A WATTONAL BANKING ASSOCIATE	room Vit
A MATIONAL BANKING ASSOCIAT: 1223 OAKTON STREET DES PLAINES IL 60018	ION
1223 OAK.ON STREET DES PLAINES IL 60018  NT. For good and valuable consideration, Grantor technol to this Montgage and incorporated hereicas; leases, licenses and other openments; rents, ining to the reel property (cumulative); "Property").	together with all future and present improvements and futures; privileges, hereditements, esses and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber
1223 OARTON STREET DES PLAINES IL 60018  NT. For good and valuable consideration, Granton technol to this Mortgage and incorporated hereic cas; leases, licenses and other on sements; rents, ining to the reel property (cumulable). "Property").	tereby mortgages and warrants to Lender identified above, the real property described in Schedultogether with all future and present improvements and futures; privileges, hereditements, esses and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and performance of all of Borrower's and Grantor's present and future, indebtedness, field

DEPT-10 PENALTY b) all renewals, entensions, amendments, modifications, replacements or substitutions to any of the foregoing.

2. PURPOBE. This Mortgage and the Obligations described herein are executed an incurred for CONSUMER. purposes.

4. PUTURE ADVANCES. \_\_ This Mortgage accurses the rupsyment of all advar on that Lander may extend to Borrower or Grantor under the promissory often and other agreements evidencing the revolving credit icens described in paragraph 2. (iv) Mortgage secures not only existing indebtedness, but also secures Augross, with trib-rest thereon, whether such advances are obligatory or to be made at the option of Lender to the same extent as it such future advances are the date of the execution of this Mortgage, and although there may be no indubted as so outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage under the promissory notes and agreement, described above may increase or decrease from time to time, but the total of all such indebtedness so secured shall not acceed \$ that Lambs may extend to Borrower or Granter under the promissory notes and other agreements deciment in paragraph 2, but the total of all such indebtedness \$ became ten interest or

S. EXPENSES. To the extent permitted by law, this "Congress secures the repayment of all amounts expunded by Lender to perform Granton's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts expended from payment of taxes, special assessments, or insurance on the Property, plus interest then DEPT-01 RECORDING \$27.50

6. CONSTRUCTION PURPOSES. If checked, This Mortgage secures an indebtedness for construction #4906 (c) TRAN 0919 02/05/97 89:00:00 \*-97-081986

REPRESENTATIONS: WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to funding REPRESENTATIONS: WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to funding REPRESENTATIONS: (A) Grantor shall maintain the Property test of all fiers, security interests, encumbrances and claims except for this Molique and fiers and

(b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged seved, or disposed of any "Hezerdous Meterials", as defined herein, in connection with the Property or transported any Hezerdous Meterials to or from the Property. Grantor shall not commit or permit such actions to be taken in the Cuture. The term "Hazardous Materials" shall mean any hazardous waste, took a castances or any other substance, meterial, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) triable or nonfrieble sheutos; (III) polycriorinated biphenyte; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, erials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replecements to that statuts or any other similar statuts. 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 those actions do not and shall not conflict (2) with the provisions of any statute, regulation, ordinance, rule of tww, construct 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) Granfor has not violated and shall not violate any statute, regulation, ordinarce, rule of law, contract or other agreement which might materially effect the Property (including, but not limited to, those governing Hazardous Materials) or Lendar's rights or interset 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 at Grantor (if Borrower or Grantor is not a neared person or persons but is a corporation, pertnership, trust, or other legal entity), Lander may, at Lender's extinct declare the sums secured by this Mortgage to be immediately due and payable, and Lander may involve any remedian permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prombited by federal law.

9. SIGUIRES AND NOTIFICATION TO THIND PARTIES. Grantor hereby authorizes Lander to contact any third party and make any inquity 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 AGRESMENTS. Grantor shall not take or fell to take any action which may cause or permit the termination or the will-holding of any payment in connection with any lease or other agreement ("Agreement") partiaining to the Property. In addition, Grantor, without Lander's grior written consent, shall not: (a) collect any monies payable under any Agreement more then one month in advance, (b) modify any Agreement; (c) assign or allow a fien, security interest or other encumbrance to be placed upon Grantor's rights, tile and interest in and to any Agreement or the accurate payable to the survival or cancel any Agreement exercises; for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives all any time any written communication securing a daisable to Grantor under an Agreement or purporting to terreinate or cancel any Agreement, Grantor shall promptly forward a copy of such normalization (and any subsequent communications relating thereto) to Lander.

1. 0 which is **COUNTY** 7006 PI 2 0 والمواطو

Property of Cook County Clerk's Office

- 11. COLLECTION OF INDEBTEDI ESS (NO & THEND PARTY. I under shall be in feel to notify or reduce Granter to notify any third party (including, but not firsted to, lessees, sooneess, governmental substraints on the property (commentally). The original and insurantle comments or pay and a large party in distrables or or origination or the first party original transfer or the authorities and first party to figure to the indebtedness originations with respect to the indebtedness following to giving of such notification. In the swent that Granter possesses or receives possession of any instruments or other remittances constitute the propagation or the indebtedness following to giving of such notification or if the instruments or other remittances constitute the propagation or condentation proceeds, Granter shall hold such instruments and other remittances in trust for Lander specificances. Lander shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or sticked any obligor or otherwise settle any of the indebtedness whether or not an event of consult exists under this Agreement. Lunder shall be liable to Granter for any action, error, mistake, omission or deley partening to the actions described in the paragraph or any damages resulting therefrom.
- 12. USE AND MAINTENANCE OF PROPERTY. Grantor shall teles all actions and make any repairs needed to maintain the Property in good condition. rankor 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 and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lendar's prior written consent. Without Birding the foregoing, all alterations, additions ard improvements made to the Property shall be subject to the interest belonging to Lender, shall not be renx without Lander's prior written consent, and shall be made at Grantor's sole expense.
- 13. LOSS OR DAMAGE. Grantor shall been the entire risk of any loss, their, destruction or demage (cumulatively "Loss or Damage") to the Property or any portion theraof from any case whatsoever. In the event of any Loss or Demage, 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 feir marter value of the affected Property.
- 18. INSTERANCE. Granter shall keep the Property insured for its full value against all hezards including loss or damage caused by fire, collision, theft, flood (5 applicable) or other cassualty. Granter may obtain insurance on the Property from such companies as are acceptable to Lender in its sole decretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are aftered or cancelled in any insurance policies shall name Lender as a mortgages and provide that no act or orisiston 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 next of the Property or require the insurance proceeds to be paid to Lender. In the event Granter salls to acquire or maintain: insurance cost shall be an advance as may be equivad by law) may in its discration procure appropriate unsurance coverage upon the Property and the insurance cost shall be an advance physicia and beauty in a secure of a secure of next property and the insurance cost shall be an advance physicial and the property and the insurance indicating the required coverage. Lender may dust as aboney-in-fact for Cranter in midring and setting datine under insurance policies, cancelling any policy or endorsing Granter's name on any draft or next shall be insurance policies, and lander is substituted to delivered to Lander for further securing the Collegations. In the event of loss, Granter shall immediately give Lender written redocusing shall be constantly assigned, pledged and delivered to Lander for further securing the Collegations. In the event directly to Lander Instead of to Lender and Granter. Lender shall have the right, at its sole option, to apply such montes toward the Collegations shall be applied in the inverse order of the due dust, in any event Granter shall be axingted to rebuild and restore the Property.
- 15. ZOHING AND PRIVATE COVENANTS. Grantor shall not initially 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 discontinued or abandoned without the prior written consent of Lander. Grantor will immediately provide Lander with written notice of any proposed changes to the zoning provide covenants affecting the Property.
- 18. CONDENNATION. Grantor shall immediately pro to Lander with written notice of any actual or threatened condemnation or aminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lander and shall be applied first to the payment of Lander's attorneys' less, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and them, at the option of Lander, to the payment of the Obligations or the restoration or repair of the Property. In any event Grantor shall be science to restore or rapair the Property
- 17. LENDER'S MIGHT TO COMMENCE OR DEFEND LEGAL AT LONG. Grantor shall immediately provide Lander with written notice of any actual or threatened action, suit, or other proceeding effecting the Property. Granto hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such or threatened action, suits, or other legal proceedings and to compromise or settle and rich for continuously pertaining thereto. Lender shall not by limite to Grantor for any action, error, related, ornication or delay pertaining to the actions described in this paragraph in its own notice. Grantor shall cooperate and assist Lender in any action hereunder.
- 18. INDENNIFICATION. Lander shall not assume or be responsible for the performs on dany of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, employees and agents with written notice of and indennify and hold Lander harmiess from all claims, clamages, liabilities (including sizmeys' less and legal expenses), occase of action, actions, suits and other legal proceadings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal courses acceptable to Lender to defend Lender from such Claims, and payine costs incurred in connection therewith. In the alternative, Lender shall be entitled to amploy its own legal coursel to defend such Claims at Grantor's cost. Contor'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 relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lander each shall one-breith (1/12) of the estimated arrusal insurance premium, taxes and substanting to the Property as estimated by Lender. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments pertaining to the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds 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 date thereof.
- 29. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lividar or its agent, to extraine and inspect the Property and examine, inspect and make copies of Grantor's books and records partaining to the Property from time. Grantor shall be provide any assistance required by Landar for these purposes. All of this signatures and information contained in Grantor's books and records shall be gravalle, in the excurate and complete in all respects. Grantor shall note the existance of Landar's baneficial interest in its books and records partaining to the Property. It is information shall report, in a form additionary to Landar, such information as Landar may request regarding Grantor's finencial condition or the "troperty. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Landar may designate. All information furrished by Grantor to Landar shall be true, accurate and completes in all respects.
- 21. ESTOPPSL CERTIFICATES. Within ten (10) days after any request by Lander, Grantor shall deliver to Lander, or any intended transferse of Lander's rights with respect to the Obligations, a signed and Americaged statement specifying (a) the outstanding betance on the Obligations; and (b) whether Grantor possesses any claims, defection, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, determine, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lander may make to the intended transferse with respect to these matters in the event that Grantor falls to provide the requested statement in a timely manner.
  - 22. DEFAULT. Granior shall be in default under this Mortgage in the event that Granton, Bornswer or any guarantor of any Obligation: (a) fells to pay any Obligation to Lander when due;

- (b) sets to perform any Obligation or insection 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 decomped, destroyed, lost or etalen in any material respect;
- (d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lander;
- (e) allow goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal, or
- (f) causes Lander to doern itself stracurs in good faith for any reason.
- 25. FIGHTS OF LERDER ON DEFAULT. If there is a default under this Mortgage, Lander shall be entitled to exercise one or more of the following remedies: without notice or ownend (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 rescriing to judicial process;
  - (c) to require Grantor to deliver and make available to Lander any personal property constituting the Property at a place reasonably convenient to Grantor

  - (d) to occent 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 Snancial condition or solvency, the adequacy of the Property to secure the payment or performence of the Obligations, or the existence of any wests to the Property; (f) to foreclose this Mortgage;
  - (g) to set-off the Obligations against any amounts due to Grantor or Borrower including, but not limited to, monles, instruments, and deposit accounts
  - (h) to exercise all other rights available to Lender under any other written agreement or applicable law.

Property of Cook County Clerk's Office

- 24. WAIVER OF HOMESTEAD AND OTHER RECHTS. Grantor hereby wakes all homestead or other examplions to which Grantor would otherwise be publicable law. If a fund of the public by the bod sign of this household and only one of the property of the Property, then the other spouse is signing for the sole purpose of walking has bother indicated rights and other waxing the sole purpose of walking has bother indicated rights and other waxing the sole purpose of walking has been recommended.
  - 25. SATISFACTION. Upon the payment in full of the Obligations, this Mortgape shall be setisfied of record by Lander.
- 26. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Morgany and the sale of the Property shall be applied in the following manner: tirst, to the payment of any shariffs fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeling or obtaining the appointment of a receiver for the Property, final-size, but not limited to, attorneys' fees, legal expenses, thing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.
- 27. REMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lender for all emounts. Excluding attorneys' sees and legal expenses) expended by Lender in the performence of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgags, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by last from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.
- 28. APPLICATION OF PAYMENTS. All payments mede by or on behalf of Grantor or Borrower may be applied against the amounts paid by Lander (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lander chooses.
- 28. POWER OF ATTORNEY. Grantor hersby appoints Lender #2 its attorney in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shell its entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or executed by Grantor this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.
- 30. SUBROGATION OF LINDER. Lender shall be subrogated to the rights of the holder of any previous iten, security interest or encumbrance discharged with funds advanced by Lunds, regardless of whether these Peris, security interests or other encumbrances have been released of record."
- 37. COLLECTION COSTS. // Lineday hires an attorney to assist in collecting any amount due or unforcing any right or remady under this Mortgage, Granter agrees to pay Lender's reasonable "or meys" fees and costs.
- 32. PARTIAL RELEASE. Landar may release its interest in a portion of the Property by secouting 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 Landar to release any of its interest in the Property.
- 22 MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or delay or fall to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall or constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, comprenises, exchanges, fixe to exercise, impeirs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.
- 34. SUCCESSORS AND ASSIGNS. This Mortgage shall be birefing upon and fruite to the benefit of Granter and Landar and their respective successors, assigns, trustees, receivers, administrators, personal representatives, ingates and devisees.
- 35. NOTICES. Any notice or other communication to be provided to war this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shell be deemed given three (3) days after such notice is sent and on any other such notice shall be deemed given when received by the person to whom such notice is being given.
- 36. SEVERABILITY. If any provision of this Mortgage violates the law (r is innerforceable, the rest of the Mortgage shall continue to be valid and enforceable.
- 37. APPLICABLE LAW. This Mortgage shall be governed by the leavs of the state whire the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.
- as. ABSCELLANSOUS. Gramor and Lander agree that time is of the essence. Grantor waves presentment, demand for payment, notice of claimorer and protect except as remised by law. All references to Grantor in this Mortgage shall include all percurs 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 of ill action snising out of, or besed upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the or rolete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

asserted or be enforceable against stipulations, coverants and/or statements contained in the	s agreement. This Mort		be ns.
may be the Beneficiary(s) of that certain Trust creeted pursuent to a Trust Agreement de	with	is (are) also the maker(s) of the Note secure, by the Mortgage, and who a as Trustee or do; Trust Number	190
Grantor acknowledges that Grantor has recel, understands, Dated:		and conditions of this Mortgage.	
aciety as Trustee under Trust Agreement dated and known as Trust Number GRANTOR:	, not personally but	GRANTOR:	
More Colors			<u></u>
Mostur Durande Mone		ERANTOR:	GOCTON
GRANTOR:		MANTOR:	

Property of County Clerk's Office

	CORPORATE ACKNOWLEDGMENT
Illinois DF	
County of Cook	County of
7	Cashiy at
the undersigned .a Notary	I,, a Notary
Publis in and for said County, in the State aforesaid, DO HEREBY CERTIFY than statems where	Public in and for said County, in the State aforesaid, D/D HEREBY CERTIFY
2003B. 2. 180ai	that
SOURCE AND NOTE	<b>8</b>
	as Trustee under Trust Agreement disted
	and known as Trust Norther, who are personally known
personally known to me to be the same person S whose name subscribed to the foregoing instrument, appeared before me	to me to be the same persons whose names are subscribed to the foregoing instrument as such Officers of said Bank, respectively, appeared before me this
his day in person and acknowledged that the y	day in person and acknowledged that they signed and delivered the asid
signed, seeled and delivered the said instrument as their ise and	Instrument as their own free and voluntary act and as the free and voluntary act
roluntary act, for the uses and purposes herein set forth.	of said Bank for the uses and purposes herein set forth,
Given under my hand and official seel, this 23rd day of	Given under my hand and official seal, thisday of
January 1997	· · · · · · · · · · · · · · · · · · ·
"/ 11 tous mc Oak	Notary Public
Jobsy Public	Commission expires.
Commission expires:	
OFFICIAL SEAL VICTORIA MCCABE	
A HOPE OF PURE LET OF ILLINOIS &	
My Commission Expires Nov. 12, 2000	
SCHED	ULEA
The street address of the Property (if applicable) is: 1901, 1672H ST	
ONIAMO HILLS, IL	60477
Permanent Index No.(s): 27-27-201-015	
The legal desturation of the Property located in COOR	_ County, Illinois is:
Lot 8 in Green Acres III, a Subdivisio:	of part of the Coutheren 1/4 of
the Southeast 1/8 of Section 22, and pa	
Northeast 1/4 of Section 27, Township 3	
Third Principal Maridian, in Cook County	y, Illimois.
	<b>'</b> Q'
	<i>'</i> / <b>-</b> /,
	1.0
	0.
	97081386
	<u>ن</u> د د د د د د د د د د د د د د د د د د د
<b>-</b>	97081586
For Recorder's Use:	
į	<b>ĕ</b>
	. <b></b>
	This instrument was drafted by:
	FIRST BANK NATIONAL ASSOCIATION,
	1223 OARTON STREET
	DES PLAIMES, IL 60018
į	After recording return to:
į.	FIRST BANK MATIORAL ASSOCIATION
	Lien Perfection Department
	P.O. Box 64778
	St. Faul, 167 55164-0778

Proberty of Cook County Clerk's Office