

13

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2003 107307

2003 OCT -7 AM 10:49

MORRIS W. CARTER  
RECORDER

**RECORDATION REQUESTED BY:**

**FIRST MIDWEST BANK  
ALSIP  
300 PARK BOULEVARD  
SUITE 400  
ITASCA, IL 60143**

**WHEN RECORDED MAIL TO:**

**First Midwest Bank  
Gurnee Branch  
P.O. Box 9003  
Gurnee, IL 60031-2502**

3190720162  
2003-107307

3190720162

**Document is  
NOT OFFICIAL!  
MORTGAGE**

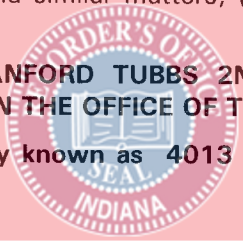
**MAXIMUM LIEN.** The lien of this Mortgage shall not exceed at any one time \$82,820.00.

**THIS MORTGAGE** dated September 12, 2003, is made and executed between **PHILIP LAPORTA, UNMARRIED**, whose address is 11732 LAMON AVENUE, ALSIP, IL 60803 (referred to below as "Grantor") and **FIRST MIDWEST BANK**, whose address is 300 PARK BOULEVARD, SUITE 400, ITASCA, IL 60143 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in **LAKE County, State of Indiana:**

**LOT 44 AND 45 IN BLOCK 7, IN SANFORD TUBBS 2ND SUBDIVISION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 8 PAGE 34, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA**

The Real Property or its address is commonly known as 4013 POLK STREET, GARY, IN 46408. The Real



34.  
DG  
285 693649

**MORTGAGE  
(Continued)**

Loan No: 3190720162

Page 2

Property tax identification number is 47-9-46

As more fully described in this mortgage, the Property includes: (a) all replacements, renewals, and additions to any of the property described; profits from any of the other property described; and (c) all awards, p involuntary conversion of any of the property described, including insur other obligations dischargeable in cash.

Grantor presently assigns to Lender all of Grantor's right, title, and int leases of the Property and all Rents from the Property. In addition, Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, TH MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOL**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this l all amounts secured by this Mortgage as they become due and shall stric under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, G and control of the Property; (2) use, operate or manage the Propert Property.

**Duty to Maintain.** Grantor shall maintain the Property in good cond. replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and war period of Grantor's ownership of the Property, there has been no u treatment, disposal, release or threatened release of any Hazardous about or from the Property; (2) Grantor has no knowledge of, or r except as previously disclosed to and acknowledged by Lender in w any Environmental Laws, (b) any use, generation, manufacture, st threatened release of any Hazardous Substance on, under, about or f or occupants of the Property, or (c) any actual or threatened litigati relating to such matters; and (3) Except as previously disclosed writing, (a) neither Grantor nor any tenant, contractor, agent or othe use, generate, manufacture, store, treat, dispose of or release any f or from the Property; and (b) any such activity shall be conduc federal, state, and local laws, regulations and ordinances, includin Laws. Grantor authorizes Lender and its agents to enter upon the P tests, at Grantor's expense, as Lender may deem appropriate to dete this section of the Mortgage. Any inspections or tests made by Lenc and shall not be construed to create any responsibility or liability on t other person. The representations and warranties contained herein a investigating the Property for Hazardous Substances. Grantor hereb claims against Lender for indemnity or contribution in the event Gran costs under any such laws; and (2) agrees to indemnify and holc claims, losses, liabilities, damages, penalties, and expenses which Le or suffer resulting from a breach of this section of the Mortgag generation, manufacture, storage, disposal, release or threatened ownership or interest in the Property, whether or not the same was c The provisions of this section of the Mortgage, including the oblig

sions, improvements, substitutes, all rents, proceeds, income, and ents, or proceeds of voluntary or , condemnation, tort claims, and

in and to all present and future Grantor grants to Lender a Uniform

**SECURITY INTEREST IN THE RENTS THE INDEBTEDNESS AND (B) RELATED DOCUMENTS, AND THIS ING TERMS:**

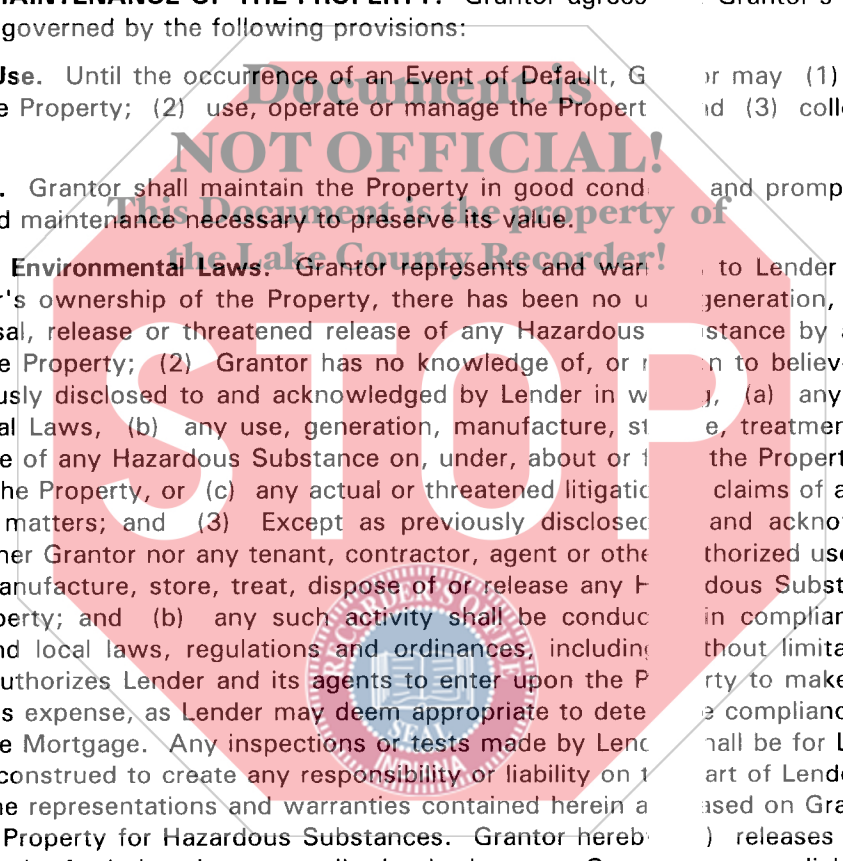
age, Grantor shall pay to Lender perform all of Grantor's obligations

Grantor's possession and use of

or may (1) remain in possession and (3) collect the Rents from the

and promptly perform all repairs,

to Lender that: (1) During the generation, manufacture, storage, instance by any person on, under, on to believe that there has been, (a) any breach or violation of e, treatment, disposal, release or the Property by any prior owners claims of any kind by any person and acknowledged by Lender in thORIZED user of the Property shall dous Substance on, under, about in compliance with all applicable thout limitation all Environmental rty to make such inspections and e compliance of the Property with hall be for Lender's purposes only art of Lender to Grantor or to any ased on Grantor's due diligence in ) releases and waives any future comes liable for cleanup or other mless Lender against any and all may directly or indirectly sustain as a consequence of any use, ase occurring prior to Grantor's ould have been known to Grantor. n to indemnify, shall survive the



**MORTGAGE  
(Continued)**

Loan No: 3190720162

Page 3

payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Indiana law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and

**MORTGAGE  
(Continued)**

Loan No: 3190720162

Page 4

attorneys' fees, or other charges that could accrue as a result of a any contest, Grantor shall defend itself and Lender and shall s enforcement against the Property. Grantor shall name Lender as a bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lende the taxes or assessments and shall authorize the appropriate govern any time a written statement of the taxes and assessments against th

**Notice of Construction.** Grantor shall notify Lender at least fif commenced, any services are furnished, or any materials are suppli lien, materialmen's lien, or other lien could be asserted on account Grantor will upon request of Lender furnish to Lender advance as Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain po extended coverage endorsements on a replacement basis for t Improvements on the Real Property in an amount sufficient to avoid and with a standard mortgagee clause in favor of Lender. Policie companies and in such form as may be reasonably acceptable to Le certificates of coverage from each insurer containing a stipulation t diminished without a minimum of ten (10) days' prior written noti disclaimer of the insurer's liability for failure to give such notice. Each endorsement providing that coverage in favor of Lender will not omission or default of Grantor or any other person. Should the designated by the Director of the Federal Emergency Management A Grantor agrees to obtain and maintain Federal Flood Insurance, if a given by Lender that the Property is located in a special flood haz balance of the loan and any prior liens on the property securing the set under the National Flood Insurance Program, or as otherwise req insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of Lender may make proof of loss if Grantor fails to do so within fifteen not Lender's security is impaired, Lender may, at Lender's election, i insurance and apply the proceeds to the reduction of the Indebtedn Property, or the restoration and repair of the Property. If Lender elec and repair, Grantor shall repair or replace the damaged or destroyed I to Lender. Lender shall, upon satisfactory proof of such expenditur proceeds for the reasonable cost of repair or restoration if Grantor Any proceeds which have not been disbursed within 180 days after committed to the repair or restoration of the Property shall be use Lender under this Mortgage, then to pay accrued interest, and the re principal balance of the Indebtedness. If Lender holds any pro Indebtedness, such proceeds shall be paid to Grantor as Grantor's int

**LENDER'S EXPENDITURES.** If Grantor fails (A) to keep the Property free encumbrances, and other claims, (B) to provide any required insuran repairs to the Property then Lender may do so. If any action or proceedir affect Lender's interests in the Property, then Lender on Grantor's beha action that Lender believes to be appropriate to protect Lender's interes Lender for such purposes will then bear interest at the rate charged unc paid by Lender to the date of repayment by Grantor. All such expenses

closure or sale under the lien. In y any adverse judgment before ditional obligee under any surety

isfactory evidence of payment of tal official to deliver to Lender at roperty.

(15) days before any work is o the Property, if any mechanic's the work, services, or materials. nces satisfactory to Lender that

ing the Property are a part of this

of fire insurance with standard ull insurable value covering all eation of any coinsurance clause, all be written by such insurance Grantor shall deliver to Lender coverage will not be cancelled or o Lender and not containing any urance policy also shall include an npaired in any way by any act, Property be located in an area y as a special flood hazard area, le, within 45 days after notice is area, for the full unpaid principal up to the maximum policy limits by Lender, and to maintain such

loss or damage to the Property. days of the casualty. Whether or ve and retain the proceeds of any payment of any lien affecting the apply the proceeds to restoration ovements in a manner satisfactory ay or reimburse Grantor from the t in default under this Mortgage. receipt and which Lender has not rst to pay any amount owing to der, if any, shall be applied to the ds after payment in full of the s may appear.

all taxes, liens, security interests, n the Property, or (C) to make commenced that would materially y, but is not required to, take any All expenses incurred or paid by e Note from the date incurred or become a part of the Indebtedness

**MORTGAGE  
(Continued)**

Loan No: 3190720162

Page 5

and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Promises.** All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on

**MORTGAGE  
(Continued)**

Loan No: 3190720162

Page 6

Grantor which Grantor is authorized or required to deduct from paym  
this type of Mortgage; (3) a tax on this type of Mortgage chargeab  
the Note; and (4) a specific tax on all or any portion of the Indebted  
interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is en  
Mortgage, this event shall have the same effect as an Event of Defau  
of its available remedies for an Event of Default as provided below u  
before it becomes delinquent, or (2) contests the tax as provided  
and deposits with Lender cash or a sufficient corporate surety b  
Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following pro  
security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security  
Property constitutes fixtures, and Lender shall have all of the rights  
Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall execute fir  
other action is requested by Lender to perfect and continue Lend  
Property. Grantor hereby appoints Lender as Grantor's attorney-in-  
documents necessary to perfect or continue the security interest  
Property. Lender may sign and file financing statements without  
recording this Mortgage in the real property records, Lender ma  
authorization from Grantor, file executed counterparts, copies or  
financing statement. Grantor shall reimburse Lender for all expense  
this security interest. Upon default, Grantor shall not remove, sever  
the Property. Upon default, Grantor shall assemble any Personal Pro  
manner and at a place reasonably convenient to Grantor and Lender  
three (3) days after receipt of written demand from Lender to the exte

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (s  
concerning the security interest granted by this Mortgage may be  
Uniform Commercial Code) are as stated on the first page of this Mor

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisio  
attorney-in-fact are a part of this Mortgage:

**Further Assurances.** At any time, and from time to time, upon r  
execute and deliver, or will cause to be made, executed or delivered,  
when requested by Lender, cause to be filed, recorded, refiled, or re  
times and in such offices and places as Lender may deem appropriat  
of trust, security deeds, security agreements, financing statements,  
of further assurance, certificates, and other documents as may, in th  
or desirable in order to effectuate, complete, perfect, continue, or  
under the Note, this Mortgage, and the Related Documents, and  
created by this Mortgage as first and prior liens on the Property, whe  
by Grantor. Unless prohibited by law or Lender agrees to the contr  
Lender for all costs and expenses incurred in connection with the mat

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to i  
do so for and in the name of Grantor and at Grantor's expense.  
irrevocably appoints Lender as Grantor's attorney-in-fact for the pur  
filing, recording, and doing all other things as may be necessary or  
accomplish the matters referred to in the preceding paragraph.

s on the Indebtedness secured by  
against the Lender or the holder of  
s or on payments of principal and

d subsequent to the date of this  
and Lender may exercise any or all  
Grantor either (1) pays the tax  
e in the Taxes and Liens section  
or other security satisfactory to

ns relating to this Mortgage as a

ement to the extent any of the  
secured party under the Uniform

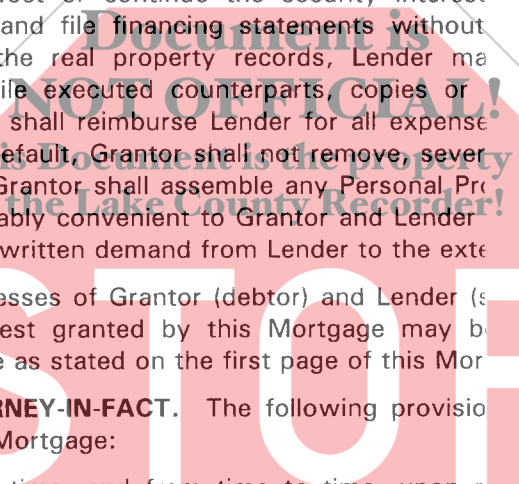
ng statements and take whatever  
security interest in the Personal  
for the purpose of executing any  
nted in the Rents and Personal  
ntor's signature. In addition to  
at any time and without further  
ductions of this Mortgage as a  
curred in perfecting or continuing  
detach the Personal Property from  
y not affixed to the Property in a  
make it available to Lender within  
ermitted by applicable law.

ed party) from which information  
tained (each as required by the

elating to further assurances and

st of Lender, Grantor will make,  
nder or to Lender's designee, and  
ded, as the case may be, at such  
ny and all such mortgages, deeds  
tination statements, instruments  
e opinion of Lender, be necessary  
erve (1) Grantor's obligations  
the liens and security interests  
now owned or hereafter acquired  
n writing, Grantor shall reimburse  
referred to in this paragraph.

preceding paragraph, Lender may  
r such purposes, Grantor hereby  
of making, executing, delivering,  
able, in Lender's sole opinion, to



**MORTGAGE  
(Continued)**

Loan No: 3190720162

Page 7

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**EVENTS OF DEFAULT.** At Lender's option, Grantor will be in default under this Mortgage if any of the following happen:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Break Other Promises.** Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Mortgage or in any agreement related to this Mortgage.

**False Statements.** Any representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Taking of the Property.** Any creditor or governmental agency tries to take any of the Property or any other of Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Grantor's accounts, including deposit accounts, with Lender. However, if Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Insecurity.** Lender in good faith believes itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**MORTGAGE  
(Continued)**

Loan No: 3190720162

Page 8

**Collect Rents.** Lender shall have the right, without notice to Grantor and collect the Rents, including amounts past due and unpaid, and any other user of the Property to make payments of rent or use fees collected by Lender, then Grantor irrevocably designates Lender as the agent to receive all instruments received in payment thereof in the name of Grantor and proceeds. Payments by tenants or other users to Lender in response to Lender's obligations for which the payments are made, whether or not any proceeds are received by Lender may exercise its rights under this subparagraph either in person or through an agent.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property from the date of the preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Deficiency Judgment.** With respect to any Grantor who also is personally liable on the Note, Lender may obtain a judgment for any deficiency remaining in the Indebtedness after application of all amounts received from the exercise of the rights provided in this section. Under all circumstances, the deficiency judgment shall be repaid without relief from any Indiana or other state or local lien and appraisal laws.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedies. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court shall adjudge reasonable as attorneys' fees and expenses involved, and to the extent not otherwise provided, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness. Expenses covered by this paragraph include, without limitation, the cost of the expenditure until repaid. Lender shall also be entitled to recover subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings, including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of appraisals, surveyors' reports, and appraisal

take possession of the Property and apply the proceeds, over and above the net proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

With respect to any Grantor who also is personally liable on the Note, Lender may obtain a judgment for any deficiency remaining in the Indebtedness after application of all amounts received from the exercise of the rights provided in this section. Under all circumstances, the deficiency judgment shall be repaid without relief from any Indiana or other state or local lien and appraisal laws.

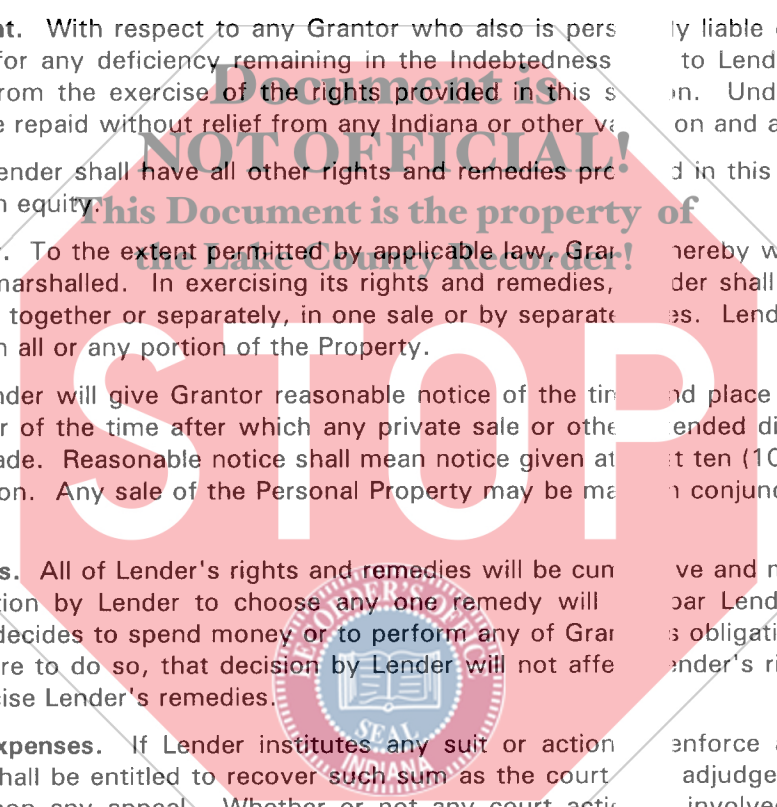
Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedies. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court shall adjudge reasonable as attorneys' fees and expenses involved, and to the extent not otherwise provided, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness. Expenses covered by this paragraph include, without limitation, the cost of the expenditure until repaid. Lender shall also be entitled to recover subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings, including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of appraisals, surveyors' reports, and appraisal





**MORTGAGE  
(Continued)**

Loan No: 3190720162

Page 9

fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES.** Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law.** This Mortgage will be governed by and interpreted in accordance with federal law and the laws of the State of Illinois, except and only to the extent of procedural matters related to the perfection and enforcement of Lender's rights and remedies against the Property, which will be governed by the laws of the State of Indiana. However, if there ever is a question about whether any provision of this Mortgage is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction which is evidenced by the Note and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Illinois.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of COOK County, State of Illinois.

**No Waiver by Lender.** Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

**Severability.** If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's

**MORTGAGE  
(Continued)**

Loan No: 3190720162

Page 10

interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with respect to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage:

**Borrower.** The word "Borrower" means PHILIP LAPORTA and includes co-signers and co-makers signing the Note.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health and the environment, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 6901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means PHILIP LAPORTA.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The word "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligation to pay the Note and any amounts incurred by Lender to enforce Grantor's obligations under this Mortgage, including, but not limited to, attorneys' fees, costs of collection and costs of foreclosure, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means FIRST MIDWEST BANK, its successors and assigns. The words "successors or assigns" mean any person or company that acquires an interest in the Note.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated September 2, 2003, in the original principal amount of \$41,410.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is September 27, 2018.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of

the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with respect to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Mortgage.

used in this Mortgage:

co-signers and co-makers signing

state, federal and local statutes, regulations and ordinances relating to the protection of human health and the environment, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 6901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

events of default set forth in this

endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The word "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum products or any fraction thereof and asbestos.

future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other

and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligation to pay the Note and any amounts incurred by Lender to enforce Grantor's obligations under this Mortgage, including, but not limited to, attorneys' fees, costs of collection and costs of foreclosure, together with interest on such amounts as provided in this Mortgage.

successors and assigns. The words "successors or assigns" mean any person or company that acquires an interest in the Note.

and Lender.

2, 2003, in the original principal amount of \$41,410.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is September 27, 2018.

it, fixtures, and other articles of

MORTGAGE  
(Continued)

Loan No: 3190720162

Page 11

personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

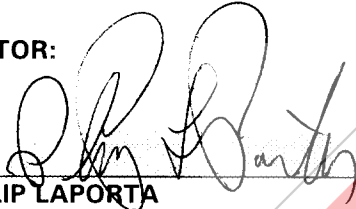
**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

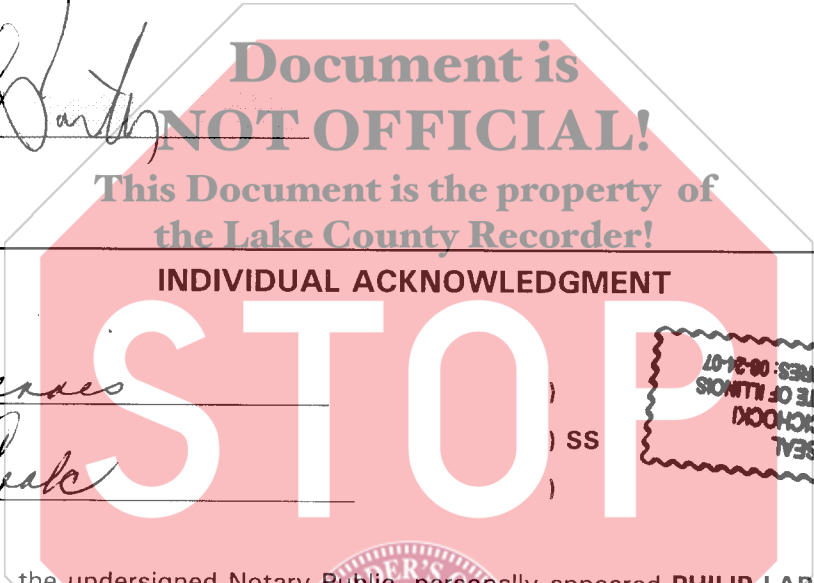
**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X   
PHILIP LAPORTA

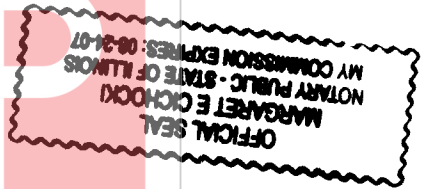


STATE OF

Illinois

COUNTY OF

Cook



On this day before me, the undersigned Notary Public, personally appeared PHILIP LAPORTA, to me known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 12 day of September, 2003.

By  Residing at 11910 S. Quilinski Ave

Notary Public in and for the State of Illinois My commission expires 8/24/07

---

**This Mortgage was prepared by: HAREMIA PERRY, 847-739-3674**

---



**RECORDING PAGE**

