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2000-10-03 10:48:52
Cook County Recorder 45.00



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RECORDATION REQUESTED BY:
AMERICAN METRO BANK
4878 N. Broadway
Chicago, IL 60640

WHEN RECORDED MAIL TO:
AMERICAN METRO BANK
4878 N. Broadway
Chicago, IL 60640

SEND TAX NOTICES TO:
AMERICAN METRO BANK
4878 N. Broadway
Chicago, IL 60640

FOR RECORDER'S USE ONLY

This Mortgage prepared by:

Gena R. Henry, Loan Administrator
4878 N. Broadway
Chicago, IL 60640

MORTGAGE

MAXIMUM LIEN. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$1,000,000.00.

THIS MORTGAGE dated September 28, 2000, is made and executed between Su Ju Hsu, whose address is 409 E. 57th Street, Hinsdale, IL 60521 (referred to below as "Grantor") and AMERICAN METRO BANK, whose address is 4878 N. Broadway, Chicago, IL 60640 (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 Cook County, State of Illinois:

See Legal Description attached hereto and made a part of as "Schedule A"

The Real Property or its address is commonly known as 4433 S. Springfield Ave., Chicago, IL 60632. The Real Property tax identification number is 19-02-303-015,016,017,018,019,020,021,022,023,024,025,026,028, & 035.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

BOX 333-CTI

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PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed, and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the 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, including without limitation, the Americans With Disabilities Act. 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 nor 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 Illinois 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 attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$5,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard

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LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's

hereby authorized to withdraw and apply such amounts on the indebtedness upon Default as described below. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference as required by Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Lender shall have the right to draw upon the reserve (or pledge) account to pay assessments, and other charges. Lender shall not be required to determine the validity or accuracy of any item before paying it. Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, insurance premiums, assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall provide sufficient funds for the payment of each year's taxes and insurance premiums one month prior to the date amount equivalent to 1/12 of the annual real estate taxes and insurance premiums, as estimated by Lender, so as to proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes and insurance premiums, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes and insurance premiums one month prior to the date assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, insurance premiums, assessments, and other charges. Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference as required by Lender. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon Default as described below.

TAX AND INSURANCE RESERVES. Grantor agrees to establish a reserve account to be retained from the loans

of this Mortgage, or at any foreclosure sale of such Property. Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear. Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to default of Grantor or any other person. Should the Real Property be located in an area designated by the disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver limited to hazard, business interruption and boiler insurance and boiler insurance as Lender may require. Policies shall be written by mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness 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. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

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 Representations and Warranties. All representations, warranties, and agreements made by Grantor 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 shall be 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

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations

the matters referred to in the preceding paragraph.
recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish
appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing,
so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably
Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do
incurred in connection with the matters referred to in this paragraph.

law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses
first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by
Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as
in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this
assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable
security deeds, security agreements, financing statements, continuation statements, instruments of further
in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust,
requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and
and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when
Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute

attorney-in-fact are a part of this Mortgage:
FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and

Commercial Code) are as stated on the first page of this Mortgage
concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform
Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information
of written demand from Lender.

reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt
this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place
as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing
without further authorization from Grantor, the executed counterparts, copies or reproductions of this Mortgage
Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and
other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal
Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever
the Uniform Commercial Code as amended from time to time.

constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under
Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property

security agreement are a part of this Mortgage:
SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a

corporate surety bond or other security satisfactory to Lender.
the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient
Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests
this event shall have the same effect as Default, and Lender may exercise any or all of its available remedies for
Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage,

specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.
Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a
which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of
Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Grantor
Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of

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.

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.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Mortgage.

DEFAULT. Default will occur if payment in full is not made immediately when due.

RIGHTS AND REMEDIES ON DEFAULT. Upon 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.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or 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, to operate the Property 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 mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent 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. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

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

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

receipts from the Property less all cash expenditures made in connection with the operation of the Property.
Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash

bound by the alteration or amendment.
Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this
Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and

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

is deemed to be notice given to all Grantors.
otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices or foreclosure received by telefacsimile (unless otherwise required by law), when deposited in the United States mail, as first class, certified or registered mail postage 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 in the United States mail, as first class, certified or registered mail postage. Any notice required to be given under this Mortgage, including without limitation any notice of default

permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.
(including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent any anticipated post-judgment collection services, the cost of searching records, obtaining title reports bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, proceed against any other collateral directly or indirectly securing the indebtedness.
remedies available to Lender following Default, or in any way to limit or restrict the rights and ability of Lender to remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and Mortgage, or Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this **Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other

sale or disposition.
Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the **Notice of Sale.** Lender shall 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 public sale on all or any portion of the Property.
the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of **Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to

Governing Law. This Mortgage will be governed by, construed and enforced in accordance with federal law and the laws of the State of Illinois. This Mortgage has 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. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

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 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 reference 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.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Su Ju Hsu, and all other persons and entities signing the Note in whatever capacity.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

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 or 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 1801, et seq., the

this Mortgage.

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

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

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all acccessions, 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.

Note. The word "Note" means the promissory note dated September 28, 2000, in the original principal amount of \$500,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 9.500% per annum. Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular payments of \$4,629.94 each and one irregular last payment estimated at \$489,453.11. Grantor's first payment is due October 28, 2000, and all subsequent payments are due on the same day of each month after that. Grantor's final payment will be due on September 28, 2005, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. Notwithstanding the foregoing, the variable interest rate or rates provided for in this Mortgage shall be subject to the following minimum and maximum rates. **NOTICE:** Under no circumstances shall the interest rate on this Mortgage be less than 7.000% per annum or more than (except for any higher default rate shown below) the lesser of 18.000% per annum or the maximum rate allowed by applicable law. Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular payments of \$4,629.94 each and one irregular last payment estimated at \$489,453.11. Grantor's first payment is due October 28, 2000, and all subsequent payments are due on the same day of each month after that. Grantor's final payment will be due on September 28, 2005, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream.

Mortgage. The word "Mortgage" means the Mortgage between Grantor and Lender.

Lender. The word "Lender" means AMERICAN METRO BANK, its successors and assigns.

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 obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

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. The word "Improvements" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

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 words "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 by-products or any fraction thereof and asbestos.

Grantor. The word "Grantor" means Su Ju Hsu.

Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

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 *Su Ju Hsu*
Su Ju Hsu, Individually

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

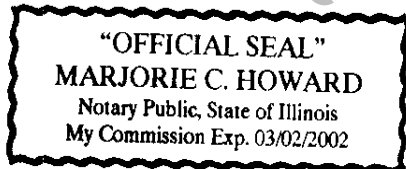
On this day before me, the undersigned Notary Public, personally appeared Su Ju Hsu, to me known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28th day of September, 2000

By *M. Howard* Residing at _____

Notary Public in and for the State of Illinois

My commission expires _____



SCHEDULE A CONT....

PARCEL C:

THAT PART OF THE EAST 1/2 OF BLOCK 4 IN THE SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID EAST 1/2 OF BLOCK 4 AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID EAST 1/2 OF BLOCK 4, A DISTANCE OF 278.02 FEET TO A POINT, WHICH IS 22.70 FEET, (MEASURED ALONG SAID WEST LINE), SOUTH FROM THE NORTH LINE OF THE SOUTH 1/2 OF SAID BLOCK 4; THENCE NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTH AND HAVING A RADIUS OF 260.00 FEET, A DISTANCE OF 55.90 FEET TO A POINT, WHICH IS 55.19 FEET, MEASURED PERPENDICULARLY, EAST FROM THE WEST LINE OF SAID EAST 1/2 OF BLOCK 4 AND 13.80 FEET, MEASURED PERPENDICULARLY, SOUTH FROM THE NORTH LINE OF THE SOUTH 1/2 OF SAID BLOCK 4; THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 49.10 FEET TO A POINT, WHICH IS 107.68 FEET, MEASURED PERPENDICULARLY, EAST FROM THE WEST LINE OF SAID EAST 1/2 OF BLOCK 4 AND 0.74 OF A FOOT, MEASURED PERPENDICULARLY, SOUTH FROM THE NORTH LINE OF THE SOUTH 1/2 OF SAID BLOCK 4; THENCE NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 282.48 FEET, A DISTANCE OF 43.54 FEET TO A POINT, WHICH IS 143.80 FEET, MEASURED PERPENDICULARLY, EAST FROM THE WEST LINE OF THE EAST 1/2 OF SAID BLOCK 4 AND 13.94 FEET, MEASURED PERPENDICULARLY, NORTH FROM THE NORTH LINE OF THE SOUTH 1/2 OF SAID BLOCK 4; THENCE NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 217.10 FEET (THE NORTHEASTERLY TERMINUS OF SAID CIRCLE, BEING A POINT 15.50 FEET, MEASURED PERPENDICULARLY, WEST FROM THE EAST LINE AND 116.31 FEET, MEASURED PERPENDICULARLY, SOUTH FROM THE NORTH LINE OF SAID BLOCK 4), A DISTANCE OF 66.01 FEET TO A POINT, WHICH IS 45.79 FEET NORTH FROM THE NORTH LINE OF THE SOUTH 1/2 OF SAID BLOCK 4; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 73.68 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF SAID BLOCK 4, WHICH IS 143.44 FEET EAST FROM THE WEST LINE OF THE EAST 1/2 OF SAID BLOCK; THENCE SOUTHWESTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 240.00 FEET, A DISTANCE OF 218.16 FEET TO A POINT, WHICH IS 50.00 FEET EAST FROM THE WEST LINE OF SAID EAST 1/2 OF BLOCK 4, MEASURED PARALLEL WITH THE SOUTH LINE OF SAID BLOCK, AND 110.67 FEET NORTH FROM THE SOUTH LINE OF SAID BLOCK 4, MEASURED PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF BLOCK 4; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF BLOCK 4, A DISTANCE OF 110.67 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK, WHICH IS 50.00 FEET EAST FROM SAID SOUTHWEST CORNER OF THE EAST 1/2 OF BLOCK 4 AND THENCE WEST ALONG THE SOUTH LINE OF SAID BLOCK 4, A DISTANCE OF 50.00 FEET TO THE POINT BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

SCHEDULE A

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL A-1:

LOTS 1 TO 12, INCLUSIVE; AND THE NORTH 1/2 OF THE 16-FOOT VACATED ALLEY, LYING SOUTH OF AND ADJOINING SAID LOTS 1 TO 12; AND LOTS 15 TO 24, INCLUSIVE, AND THE SOUTH 1/2 OF THE 16-FOOT VACATED ALLEY, LYING NORTH OF AND ADJOINING SAID LOTS 15 TO 24, INCLUSIVE; TOGETHER WITH ALL OF VACATED W. 44TH PLACE, LYING NORTH OF AND ADJOINING SAID LOTS 1 TO 12, INCLUSIVE, IN THE SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 1/2 OF BLOCK 4 IN THE SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO,

PARCEL A-2:

THAT PART OF BLOCK 4 IN THE SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF THE WEST 1/2 OF SAID BLOCK 4 AND RUNNING THENCE EASTERLY ALONG A STRAIGHT LINE TO A POINT 71.30 FEET (MEASURED PERPENDICULARLY) EAST OF THE EAST LINE OF THE WEST 1/2 OF SAID BLOCK 4 AND 0.91 OF A FOOT (MEASURED PERPENDICULARLY) NORTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID BLOCK 4; THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 217.10 FEET AND CONVEX SOUTHERLY, A DISTANCE OF 73.86 FEET, MORE OR LESS, TO A POINT 143.80 FEET (MEASURED PERPENDICULARLY) EAST OF THE EAST LINE OF THE WEST 1/2 OF SAID BLOCK 4 AND 13.94 FEET (MEASURED PERPENDICULARLY) NORTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID BLOCK 4; THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 282.48 FEET AND CONVEX SOUTHERLY, A DISTANCE OF 43.54 FEET, MORE OR LESS, TO A POINT 102.68 FEET (MEASURED PERPENDICULARLY) EAST OF THE EAST LINE OF THE WEST 1/2 OF SAID BLOCK 4 AND 0.74 OF A FOOT (MEASURED PERPENDICULARLY) SOUTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID BLOCK 4; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO A POINT 55.18 FEET (MEASURED PERPENDICULARLY) EAST OF THE EAST LINE OF THE WEST 1/2 OF SAID BLOCK 4 AND 13.80 FEET (MEASURED PERPENDICULARLY) SOUTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID BLOCK 4; THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 260.00 FEET AND CONVEX SOUTHERLY, A DISTANCE OF 55.90 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF SAID BLOCK 4, AND 22.70 FEET (MEASURED ALONG THE EAST LINE OF THE WEST 1/2 OF SAID BLOCK 4) SOUTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID BLOCK 4; THENCE NORTHEASTERLY ALONG THE EAST LINE OF THE WEST 1/2 OF SAID BLOCK 4, AFORESAID, A DISTANCE OF 22.70 FEET TO THE POINT OF BEGINNING; ALSO,

PARCEL B:

LOTS 13 AND 14 AND THE SOUTH 1/2 OF THE 16-FOOT VACATED ALLEY, LYING NORTH OF AND ADJOINING SAID LOTS IN SAID SUBDIVISION OF PART OF BLOCK 4 IN THE SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO,