

MORTGAGE

1321/0094 50 001 Page 1 of 10
2002-01-17 12:16:22
Cook County Recorder 39.50



THIS AGREEMENT, made this 16th day of January, 2002, between **WEINER / WHITMAN DEVELOPMENT, L.L.C.**, an Illinois limited liability company, of Chicago, Illinois, hereinafter referred to as "Mortgagor", and **STEVEN L. EVANS**, of 1000 North Lake Shore Plaza, Unit 13-C, Chicago, Illinois 60611, hereinafter referred to as "Mortgagee", witnesseth:

THAT WHEREAS as of the Mortgagor is justly indebted to the Mortgagee in the principal sum of \$538,720.52 (FIVE HUNDRED THIRTY-EIGHT THOUSAND SEVEN HUNDRED TWENTY DOLLARS AND FIFTY-TWO CENTS), payable to the order of and delivered to the Mortgagee, in accordance herewith, the Mortgagor promises to pay the said principal sum and interest at the rate of SEVEN AND ONE HALF PERCENT (7.5%) COMPOUNDED INTEREST, in the form of ONE BALLOON PAYMENT INCLUSIVE OF ALL ACCRUED PRINCIPAL, INTEREST AND LOAN CHARGES DUE ON OR BEFORE DECEMBER 31, 2002, and any other sums due hereunder or pursuant to the Note, to be made payable at such place as the holders of this Mortgage may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee, STEVEN L. EVANS, 1000 North Lake Shore Plaza, Unit 13-C, Chicago Illinois 60611.

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of his estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, to wit: (Legal Description)

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN AS THROUGH FULLY RESTATED IN ITS ENTIRETY VERBATIM.

which, with the property hereinafter described, is referred to herein as the "premises",

Permanent Real Estate Index Numbers: 17-05-419-001, 17-05-419-007, 17-05-419-008 and 17-05-419-009
Address of Real Estate: 1024-28 West Fry Street, (a/k/a 839-51 W. Ogden), Chicago, Cook, Illinois.

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagor or his successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor do hereby expressly release and waive.

The name of the record owner(s): WEINER/WHITMAN DEVELOPMENT, L.L.C., an Illinois limited liability company

This Mortgage consists of Eight (8) Pages. The covenants, conditions and provisions appearing on Pages 3, 4, 5, 6, 7 and 8, are expressly incorporated herein by reference in their entirety, and are a part hereof and shall be binding on the Mortgagor, his heirs, successors and assigns, and the Mortgagee, its heirs, successors and assigns.

STATE OF ILLINOIS)
)
COUNTY OF LAKE) SS.

Witness the hand and seal of Mortgagor the day and year first above written.

Steven L. Evans (Signature)

Steven L. Evans (Printed Name)

Manager and Member (Title)

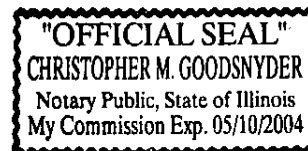
as a duly authorized agent and manager of
WEINER/WHITMAN DEVELOPMENT, L.L.C., an Illinois limited liability company

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, **DO HEREBY CERTIFY** that, Steven L. Evans, Manager and Member of WEINER/WHITMAN DEVELOPMENT, L.L.C., an Illinois corporation, personally known to me to be the same person whose name was subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal,
this 16th day of January, 2002. (SEAL)

Christopher M. Goodsnyder
NOTARY PUBLIC

My commission expires 05/10, 2004.



Witness the hand and seal of Mortgagor the day and year first above written.

Daniel H. Whitman 1.16.02 (Signature)

Daniel H. Whitman (Printed Name)

Member (Title)

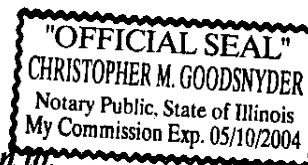
WEINER/WHITMAN DEVELOPMENT, L.L.C., an Illinois limited liability company

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, **DO HEREBY CERTIFY** that, Daniel H. Whitman, a Member of WEINER/WHITMAN DEVELOPMENT, L.L.C., an Illinois corporation, personally known to me to be the same person whose name was subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal,
this 16th day of January, 2002. (SEAL)

Christopher M. Goodsnyder
NOTARY PUBLIC

My commission expires 05/10, 2002.



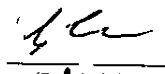
This instrument was prepared by and upon recording please return to:

Allen-R. Perl & Associates, P.C., 14 N. Peoria St., Suite 2-C, Chicago, Illinois, 60607.

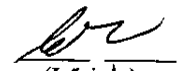
TO

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2


1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations or commit waste in said premises or except as required by law or municipal ordinance.
2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the premises, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment, or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagor covenant and agree to pay such tax in the manner required by any such law. The Mortgagor further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
5. At such time as the Mortgagor is not in default either under the terms of the Note secured hereby or under the terms of this mortgage, the Mortgagor shall have such privilege of making prepayments on the principal of said Note (in addition to the required payments) as may be provided in said note.
6. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration. If Mortgagor fails to maintain insurance coverage as described herein, Mortgagee, at Mortgagee's option and sole discretion shall be permitted to obtain such coverage to protect Mortgagee's rights in the premises, and all expenses incurred in so obtaining and/or maintaining such insurance shall be fully taxable as an expense to the Mortgagor, and shall become additional debt of Mortgagor secured by this security instrument.


(Initials)

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagor.
8. In the event Mortgagor fails to pay real estate taxes when they become due, Mortgagor shall thereafter periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest unless required to by law.
9. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
10. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee, and without notice to Mortgagor, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable immediately, and fully accelerated, (a) in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.
11. When the indebtedness hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for all reasonable attorneys' fees, court fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the interest rate provided for in the note or at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
12. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, his heirs, legal representatives or assigns, as their rights may appear.


(Initials)

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
14. The Mortgagee shall have the right to examine the premises to inspect for Mortgagor's compliance with the terms of this Mortgage at reasonable times and access thereto shall be permitted for that purpose.
15. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
16. Upon or any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
17. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay any recordation costs.
18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby and herewith.
19. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the premises, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. In the event of a total taking of the premises, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Mortgagor. In the event of a partial taking of the premises in which the fair market value of the premises immediately before the taking is equal to or greater than the amount of the sum secured by this Mortgage immediately before the taking, unless Mortgagor and Mortgagee otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the premises immediately before the taking. Any balance shall be paid to the Mortgagor. In the event of a partial taking of the premises in which the fair market value of the premises immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Mortgagor and Mortgagee otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due.


(Initials)

20. If the premises is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date the notice is given, Mortgagee is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the premises or to the sums secured by this Mortgage, whether or not then due. Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installment payments otherwise due, or change the amount of such payments.
21. The extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release the liability of the original Mortgagor or Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor or Mortgagor's successors in interest. Any forbearance by Mortgagee in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
22. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Mortgagee and Mortgagor, subject to the provisions of paragraph 27. Mortgagor's covenants and agreements shall be joint and several. Any Mortgagor who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the premises under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Mortgagee and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent.
23. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mortgagor which exceeded permitted limits will be refunded to Mortgagor. Mortgagee may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Mortgagor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
24. Any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail, unless applicable law requires use of another method. The notice shall be directed to the address of the premises or any other address Mortgagor so designates by written notice sent to Mortgagee. Any notice to Mortgagee shall be given by First Class Mail sent via the United States Postal Service directed to Mortgagee's address as stated herein, or any other address Mortgagee so designates by written notice to Mortgagor. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given as provided for in this paragraph.
25. This Mortgage shall be governed by federal law and the law of the jurisdiction in which the premises is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.
26. Mortgagor shall be given one conformed copy of the Note and of this Mortgage.



(Initials)

27. If all or any part of the premises or any interest in it is sold or transferred (or if a beneficial interest in Mortgage is sold or transferred and Mortgagee is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Mortgage. If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any and all remedies permitted by this Mortgage without further notice or demand on Mortgagor.
28. If Mortgagor meets certain conditions, Mortgagor shall have the right to have enforcement of this Mortgage discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the premises pursuant to any power of sale contained in this Mortgage; or (b) entry of a judgment enforcing this Mortgage. Those conditions are that Mortgagor: (a) pays Mortgagee all sums which then would be due under this Mortgage and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, all reasonable attorneys' fees; and (d) takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's rights in the premises and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by Mortgagor, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 27.
29. Mortgagee shall give notice to Mortgagor prior to acceleration following Mortgagor's breach of any covenant or agreement in this Mortgage (but not prior to acceleration under paragraph 27 unless applicable law provides otherwise). The notice shall specify (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Mortgagor, by which the default must be cured; and (d) that failure to cure the default on or before that date specified in the notice may result in acceleration of the sums secured by this Mortgage. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Mortgagor to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Mortgagee, at its option, may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 29, including, but not limited to, reasonable attorneys' fees, court costs and costs of title evidence.
30. The Note or a partial interest in the Note (together with this Mortgage) may be sold one or more times without prior notice to Mortgagor. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the note and this Mortgage. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Mortgagor will be given written notice of the change in accordance with paragraph 24 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.


(Initials)

31. Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the premises. Mortgagor shall not do, nor allow anyone else to do, anything affecting the premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the premises of small quantities of hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the premises. Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, proceeding, hearing, violation, citation, warning, lawsuit or other action by any governmental or regulatory agency or private party involving the premises and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge or constructive knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the premises is necessary, required, or mandated, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental law and the following substances gasoline, kerosine, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the premises is located that relate to health, safety or environmental protection
32. Mortgagor covenants, warrants, and represents that Mortgagor is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant, and convey the premises, and that the premises is unencumbered, except for encumbrances of record. Mortgagor warrants and will defend generally the title to the premises against all claims and demands, subject to encumbrances of record.
33. Mortgagor waives all right of homestead exemption in the Premises.


(Initials)

UNOFFICIAL COPY

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NO. 064 0002
Page 9 of 10**LAWYERS TITLE INSURANCE CORPORATION**

SCHEDULE A CONTINUED

LEGAL DESCRIPTION:**Parcel 1:**

Lot 4 (except that part of said lot lying West of a line drawn through a point in the North line of Cornell Street 37.11 feet West of the West line of North Sangamon Street and through a point in North line of Fry Street 43.04 feet East of the East line of North Carpenter Street) in Jacob Hagemann's of the South 100 feet of the East 100 feet of Block 3 in Elston Addition to Chicago, Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lot 3 and the West 8 feet of Lot 2 in Jacob Hagemann's Subdivision of part of the West 1/2 of the Southeast 1/4 of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

The East 40 feet of the West 120 feet of the South 100 feet of Block 3 in Elston Addition to Chicago in the Southeast 1/4 of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian (except that part thereof taken and used for extending and opening Ogden Avenue), in Cook County, Illinois.

Parcel 4:

The West 21-3/4 feet of the East 99 feet of Lot 12 (except that part lying West of a line drawn through a point in the North line of Cornell Street 37.11 feet West of West line of North Sangamon Street and through a point in the North line of Fry Street 43.04 feet East of East line of North Carpenter Street) in the
(Continued)

SCHEDULE A - PAGE 2

CASE NUMBER S-739801C7

POLICY NUMBER S-739801-C7

ALTA LOAN POLICY 10/17/92

UNOFFICIAL COPY

**SCHEDULE A
LEGAL DESCRIPTION CONTINUED**

Chicago Land Company's Subdivision of Lots 7, 10 and 11 and that part of Lot 3 and 6 lying South of the railroad in Block 8 in Wights Addition to Chicago, in Cook County, Illinois.

Parcel 5:

The East 19.25 feet of the West 41.00 feet of the East 99 feet of Lot 12 (as measured along the South line of Lot 12) in Chicago Land Company's Subdivision of Lots 7, 10 and 11 and that part of Lots 3 and 6 lying South of the railroad in Block 8 in Wight's Addition to Chicago and that part of Block 3 in Elston Addition aforesaid lying North of south 100 feet thereof and South of the railroad, in the West 1/2 of the Southeast 1/4 of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

CASE NUMBER S-739801C7
POLICY NUMBER S-739801-C7
ALTA LOAN POLICY 10/17/92

Cook County Clerk's Office