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MORTGAGE, ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT
AND TRUST

THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (hereinafter referred to as this "Mortgage") is made as of DECEMBER 7TH, 1993, from Bank of Chicago/Garfield Ridge, not personally but solely as Trustee pursuant to Trust Agreement dated NOVEMBER 23, 1993, and known as Trust No. 93-11-7 ("Mortgagor"), with a mailing address at 6353 West Fifty-fifth Street, Chicago, Illinois, 60633 and Bank of Chicago ("Mortgagor"), with a mailing address at 6353 W. 55TH ST., Chicago, Illinois 60633; WHEREAS, Mortgagor is justly and truly indebted to Mortgagor in the principal sum of **FIFTY THOUSAND AND 00/100 (\$ 50,000.00)** Dollars evidenced by a certain Promissory Note of even date herewith executed by Mortgagor payable to the order of Mortgagor whereby Mortgagor promises to pay out of that part of the trust estate subject to the aforesaid trust said principal sum as follows:

J.E. In 35 equal successive monthly installments of principal in the amount of \$ 507.14 each commencing with the installment due on JANUARY 7TH, 1994 and continuing on the same day of each successive month thereafter with a final installment of the entire unpaid principal balance and accrued interest due on DECEMBER 7TH, 1996. *J.E. 60633*

ON DEMAND

J.E. Interest shall accrue from date hereof on the unpaid principal balance outstanding from time to time at the fixed rate of 9.00 % per annum.

Interest shall accrue from date hereof on the unpaid principal balance outstanding from time to time at the variable rate of _____ % per annum above the Mortgagor's prime rate which interest rate shall change on the date or dates the said prime rate changes.

Interest shall be paid in successive monthly installments.

The interest rate due under the Note on default or after maturity ("Default Rate") shall be a simple interest rate of 9.95 RIDER 6% per annum. All payments due under the Note shall be paid by Mortgagor to Mortgagor at the office of the Mortgagor at its address set forth above.

To secure payment by Mortgagor of the Note when the same becomes due and payable (whether by lapse of time, acceleration or otherwise), including all renewals, extensions, modifications and refinancings thereof, and the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms, Mortgagor does hereby GRANT, MORTGAGE, CONVEY AND ASSIGN to Mortgagor, its successors and assigns the following described real estate situated in the County of COOK, State of Illinois, to wit:

SEE RIDER B ATTACHED HERETO

03020590

Street Address: 2455 S. POLASKI, CHICAGO, IL
P.I.N. 16-26-110-016

624 W. 28TH ST., CHICAGO, IL
16-27-224-021

This instrument prepared by: M. DI GIANNANTONIO BANK OF CHICAGO 6353 W. 55TH ST., CHICAGO, IL 60633

TOGETHER WITH (1) all buildings, improvements, fixtures, appurtenances, easements and the fixtures thereto belonging; and together with all equipment and machinery now or hereafter therein or thereon used to supply heat, gas, air conditioning, electrical, sprinkler systems, plumbing, water, light, power, refrigeration and ventilation; elevators, escalators, communication and electronic monitoring equipment, tanks, pumps and together with any other fixtures, equipment, machinery or other personal property now or hereafter placed on the above described property which shall be employed in connection with the operation, use, occupancy or enjoyment thereof; (2) all right, title and interest of Mortgagor, including any after-acquired title or reversion, in and to the rights-of-way, roads, streets, avenues and alleys adjoining the Mortgaged Premises; (3) all rents, issues, proceeds and profits accruing and to accrue from the Mortgaged Premises and all right, title and interest of Mortgagor in and to any and all leases approved by Mortgagor now or hereafter on or affecting the Mortgaged Premises, whether written or oral, and all other leases and agreements for the use thereof (collectively "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission of Mortgagor given to Mortgagor to collect the rentals to be paid pursuant thereto, provided Mortgagor shall not be in default hereunder; and (4) all proceeds heretofore or hereafter payable to Mortgagor by reason of loss or damage by fire and such other hazards, casualties and contingencies insured pursuant to the insurance policies hereinafter described and awards and other compensation heretofore or hereafter payable to Mortgagor for any taking by condemnation or eminent domain proceedings of all or any part of the Mortgaged Premises or any easement or appurtenance thereof, including severance and consequential damages (said real estate and all of the above collectively referred to herein as the "Mortgaged Premises").

TO HAVE AND TO HOLD the Mortgaged Premises unto Mortgagor, its successors and assigns forever (Mortgagor hereby RELEASING AND WAIVING all rights under and by virtue of the homestead exemption laws of the State of Illinois and all rights of homestead created by the Federal Bankruptcy Code) provided, however, that if and when Mortgagor shall pay the principal and accrued interest on the Note and all other indebtedness hereby secured shall be paid in full and shall perform all of the terms, covenants and agreements contained herein, then this Mortgage shall become null and void and shall be released upon the written request, and expense of Mortgagor.

Mortgagor covenants that Mortgagor is lawfully seized of the real estate hereby conveyed and has the right to mortgage, grant and convey the Mortgaged Premises; that the Mortgaged Premises are unencumbered and that Mortgagor will warrant and defend generally the title to the Mortgaged Premises against all claims and demands, subject to any declarations, assignments and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Mortgaged Premises.

MORTGAGOR HEREBY FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. Mortgagor hereby agrees: (a) to pay when due all indebtedness secured by this Mortgage, all interest thereon and all other indebtedness, obligations and liabilities which this Mortgage secures; (b) not to commit or permit to exist any waste of the Mortgaged Premises and to keep the Mortgaged Premises in good condition and repair; (c) to keep the Mortgaged Premises free of any mortgage, trust deed, mechanic's lien, or other lien or encumbrance; (d) not to suffer or permit unlawful use or any nuisance to exist upon the Mortgaged Premises; (e) not to remove or demolish any part of the improvements of a structural nature which would adversely affect the value of the Mortgaged Premises; (f) not to abandon the Mortgaged Premises; (g) to pay when due any indebtedness or liability which may be secured by a mortgage, lien, other encumbrance or charge on all or any part of the Mortgaged Premises equal or senior in priority to this Mortgage; (h) to complete within a reasonable time any buildings or improvements now or at any time in the process of erection upon the Mortgaged Premises; (i) immediately after destruction or damage to all or any part of the Mortgaged Premises to commence and promptly complete the rebuilding or restoration of buildings, improvements and all other property now or hereafter on the Mortgaged Premises unless Mortgagor elects to apply the proceeds of insurance to the indebtedness secured by this Mortgage as hereinafter provided; (j) to comply with all laws, regulations, rulings, ordinances, orders and all other requirements imposed by any governmental or other competent authority, and with all restrictions, covenants and conditions relating to the Mortgaged Premises or to the use of thereof; (k) not to make or permit, without first obtaining the written consent of the Mortgagor, the use of the Mortgaged Premises for any purpose other than for which it was used on the date of this Mortgage or the removal, demolition or sale of any

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13. Mortgagor shall not and will not apply for or maintain or any agreement, valuation, stay, extension or exemption laws, or any so-called "moratorium laws" now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but does hereby waive the benefit of such law. Mortgagor expressly waives any right of redemption from any judgment or decree of foreclosure of this Mortgage, on its own behalf, on behalf of the beneficiaries of Mortgagor, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor and on behalf of each and every person acquiring any interest in or title to the Mortgaged Premises subsequent to the date hereof, it being the intent of Mortgagor hereby that any and all such rights of redemption of Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by applicable laws.

This Mortgage shall secure, in addition to all other indebtedness and obligations herein recited, any loss, liability, penalty, damage or judgment including reasonable attorneys' fees incurred by Mortgagor by reason of any actual or alleged violation of any applicable statute, ordinance, rule or regulation for the protection of the environment which occurs upon the Mortgaged Premises or any adjoining parcels or by reason of imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of such violation ("Environmental Costs").

14. Any one or more of the following shall constitute an event of default ("Event of Default") hereunder: (a) default in the payment, when due, (whether by lapse of time, acceleration or otherwise) of the principal or interest on the Note or of any other indebtedness hereby secured; (b) default for more than 30 days in observance or compliance with any other covenant, warranty, term or provision of this Mortgage or of any separate assignment of leases and/or rents securing the Note or of any other instrument or document securing the Note or relating thereto; (c) any representation or warranty made by Mortgagor herein or in any separate assignment of leases and/or rents securing the Note or in any other instrument or document securing the Note or relating thereto or in any statement or certificate furnished by it pursuant hereto or thereto proves to be untrue or misleading in any material respect as of the date of issuance or making thereof; (d) the Mortgaged Premises or any part thereof, or the beneficial interest in the trust estate holding title thereto shall be assigned, sold, transferred or conveyed, whether voluntarily or involuntarily, by operation of law or otherwise, except for sales of obsolete, worn out or unusable fixtures or personal property which are concurrently replaced with similar fixtures or personal property at least equal in quality and condition to those sold and owned by Mortgagor free of any lien, charge or encumbrance other than the lien hereof; (e) any indebtedness secured by a lien or charge on the Mortgaged Premises or any part thereof is not paid when due or proceedings are commenced to foreclose or otherwise realize upon any such lien or charge or to have a receiver appointed for the property subject thereto or to place the holder of such indebtedness or its representative in possession thereof; (f) Mortgagor or any of the guarantors of the indebtedness hereby secured (a "Guarantor") becomes insolvent or bankrupt or admits in writing its, his or her inability to pay its, his or her debts as they mature or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver for the major part of its, his or her property or such a trustee, custodian or receiver is appointed for Mortgagor or any Guarantor or for the major part of the properties of any of them and is not discharged within 30 days after such appointment, or bankruptcy, reorganization, arrangement; insolvency, readjustment, liquidation, dissolution or other proceedings for relief under any present or future bankruptcy, laws or laws or other statute, law or regulation for the relief of debtors are instituted by or against Mortgagor or any Guarantor and if instituted against such party are consented to or acquiesced in or are not dismissed within 30 days after such institution, or Mortgagor or any Guarantor takes any action in contemplation of or furtherance of any of the foregoing; (g) there shall be any execution, attachment or levy on the Mortgaged Premises not stayed or released within 30 days; (h) any event occurs or condition exists which is specified as an event of default in any separate assignment of leases and/or rents securing the Note or in any other instrument or document securing the Note or relating thereto; (i) any financial or other information submitted by any Guarantor to Mortgagor proves untrue in any material respect; (j) the Mortgaged Premises is abandoned; (k) no beneficiary of Mortgagor shall fail or refuse to pay Environmental Costs as herein defined; or (l) any hazardous substances or wastes, industrial wastes, pollution control wastes or toxic substances, within the meaning of any applicable Federal, state or local environmental statute, ordinance, rule or regulation (collectively, "Hazardous Substances") shall be installed, used, generated, manufactured, produced, stored, released, discharged or disposed of on, under or about the Mortgaged Premises, or transported to or from the Mortgaged Premises, in violation of any Federal, state or local environmental statute, ordinance, rule, or regulation; or (m) the beneficiary of Mortgagor shall fail or refuse voluntarily to clean up and to bear the cost of cleaning up all Hazardous Substances on, under or about the Mortgaged Premises within 60 days after their discovery, or after receipt from any environmental agency or any other governmental unit or authority that a violation of any applicable Federal, state or local environmental statute, ordinance, rule or regulation has occurred; or (n) any Guarantor shall die, or become incompetent, or any Guarantor shall terminate, repudiate, revoke or disavow any obligations under the applicable guarantee agreement or breach any of the terms of such guarantee agreement.

15. When any Event of Default has occurred and is continuing (regardless of the pendency of any proceeding which has or might have the effect of preventing Mortgagor from complying with the terms of this instrument and of the adequacy of the security for the Note) and in addition to such other rights as may be available under applicable law, but subject at all times to any mandatory legal requirements: (a) Mortgagor may, by written notice to Mortgagor, declare the Note and all unpaid indebtedness in Mortgagor hereby secured, including any interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become due and payable, without other notice or demand of any kind; (b) Mortgagor shall, with respect to any part of the Mortgaged Premises constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the Illinois Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Illinois Uniform Commercial Code; (c) Mortgagor may proceed to protect and enforce the rights of Mortgagor hereunder, (i) by any action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law; or (ii) by the foreclosure of this Mortgage in any manner permitted by law; (d) Mortgagor shall, as a matter of right, without notice and without giving bond to Mortgagor or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Mortgagor or the then value of the Mortgaged Premises, be entitled to have a receiver appointed of all or any part of the Mortgaged Premises and rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Mortgagor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Mortgaged Premises or any part thereof by force, summary procedure, ejectment or otherwise, and may remove Mortgagor or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise; (e) Mortgagor may enter and take possession of the Mortgaged Premises or any part thereof and manage, operate, insure, repair and improve the same and take any action which, in Mortgagor's judgment, is necessary or proper to conserve the value of the Mortgaged Premises. Mortgagor may also take possession of, and for these purposes use, any and all personal property contained on or about the Mortgaged Premises and used in the operation, rental or leasing thereof or any part thereof. Mortgagor shall be entitled to collect and receive all earnings, revenues, rents, issues and profits of the Mortgaged Premises or any part thereof (and for such purpose Mortgagor does hereby irrevocably constitute and appoint Mortgagor its true and lawful attorney-in-fact for it and in its name, place and stead to receive, collect and receipt for all of the foregoing. Mortgagor Irrevocably acknowledging that any payment made to Mortgagor hereunder shall be a good receipt and acquittance against Mortgagor to the extent so made) and to apply same to the reduction of the indebtedness hereby secured. The right to enter and take possession of the Mortgaged Premises and use any personal property thereon, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Mortgagor hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The expense (including any receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be so much additional indebtedness hereby secured which Mortgagor promises to pay upon demand together with interest at the Default Rate applicable to the Note at the time such expenses are incurred. Mortgagor shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagor. Without taking possession of the Mortgaged Premises, Mortgagor may, in the event the Mortgaged Premises becomes vacant or is abandoned, take such steps as it deems appropriate to protect and secure the Mortgaged Premises (including hiring watchmen therefor) and all costs incurred in so doing shall constitute so much additional indebtedness hereby secured payable upon demand with interest thereon at the Default Rate applicable to the Note at the time such costs are incurred.

16. All rights and remedies set forth in this Mortgage are cumulative and the holder of the Note and of every other obligation secured hereby may recover judgment herein, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby.

17. Unless expressly provided in this Mortgage to the contrary, no consent or waiver, express or implied, by Mortgagor to or of any breach or default by Mortgagor in the performance by Mortgagor or Guarantor of any obligations contained herein shall be deemed a consent to or waiver by Mortgagor of such performance in any other instance or any other obligation hereunder. The failure of Mortgagor to exercise either or both of its remedies to accelerate the maturity of the indebtedness secured hereby and/or to foreclose the lien hereof following any Event of Default hereunder, or to exercise any other remedy granted to Mortgagor hereunder or under applicable law in any one or more instances, or the acceptance by Mortgagor of partial payments of such indebtedness shall neither constitute a waiver of any such Event of Default or of Mortgagor's remedies hereunder or under applicable law nor establish, extend or affect any grace period for payments due under the Note, but such remedies shall remain continuously in force. Acceleration of maturity, once claimed hereunder by Mortgagor, may at Mortgagor's option be rescinded by written acknowledgment to that effect by Mortgagor and shall not affect Mortgagor's right to accelerate maturity upon or after any future Event of Default.

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FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

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RIDER A

This rider attached to and made a part of Mortgage, Assignment of Rents and Security Agreement in the amount of \$50,000.00 dated December 7, 1993.

Which shall be equal to 7.00% per annum above the Bank's Prime Rate in effect from time to time (as said term is defined in the Note) provided, however, that notwithstanding the Prime Rate, the Default Rate shall at no time be less than 13.00% per annum. The Default Rate shall change on a day when the Prime Rate changes unless a change in the Prime Rate would cause the Default Rate to become less than 13.00% per annum.

X Jesus Estrada
Jesus Estrada

X Alicia Estrada
Alicia Estrada

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RIDER B

LEGAL DESCRIPTION

PARCEL 1:

LOT 21 IN THE SUBDIVISION OF BLOCK 5 IN S.J. GLOVER'S ADDITION TO CHICAGO BEING THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, IN COOK COUNTY ILLINOIS.

P.I.N. # 16-26-110-016

COMMON ADDRESS: 2455 S. PULASKI
CHICAGO, ILLINOIS

PARCEL 2:

LOT 32 IN BURLINGTON SUBDIVISION A RESUBDIVISION OF CERTAIN LOTS IN BLOCKS 5, 6, 14, 15, 22 AND 23 IN CRAWFORD'S SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD IN COOK COUNTY, ILLINOIS

P.I.N. # 16-27-234-021

COMMON ADDRESS: 4124 W. 26TH ST.
CHICAGO, ILLINOIS

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