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Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption

Doc#: 0909049134 Fee: \$70.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 03/31/2009 01:29 PM Pg: 1 of 18

FREEDOM TITLE CORP.

The property identified as:

PIN: 17-31-204-013-0000

Address:

Street:

3170-3250 S. Archer Avenue

Street line 2:

City: Chicago

Lender:

Chicago Community Bank

Borrower: C & J Auto Parts, Inc.

Loan / Mortgage Amount: \$200,000.00

ount courts This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 0B917987-536F-4756-8BE7-5259F1D7BA9C

Execution date: 11/26/2008

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RECORDATION REQUESTED BY: CHICAGO COMMUNITY BANK 1110 WEST 35TH STREET CHICAGO, IL 60609

WHEN RECORDED MAIL TO: CHICAGO COMMUNITY BANK 1110 WEST 35TH STREET CHICAGO, IL 60609

SEND TAX NOTICES TO:
CHICAGO COMMUNITY BANK
1110 WEST 3514 STREET
CHICAGO, IL 60609

FOR RECORDER'S USE ONLY

This Mortgage prepared by:

FDEEDOM TITLE CORD

FREEDOM TITLE CÓRP

MOPTGAGE

THIS MORTGAGE dated November 26, 2008, is made and exact executed between*Cosmopolitan Bank & Trust, as Successor Trustee to The Cosmopolitan National Bank of Chicago, not personally but as Trustee under Trust Agreement dated September 23, 1960 and known as Trust #10214 (referred to below as "Grantor") and CHICAGO COMMUNITY BANK, whose address is 1110 WEST 25TH STREET, CHICAGO, IL 60609 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated September 23, 1960 and known as Cosmopolitan Bank & Trust, as Successor Trustee to The Cosmopolitan National Bank of Chicago #10214, mortgages 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 "Poal Property") located in Cook County, State of Illinois:

See attached Exhibit 'A'

The Real Property or its address is commonly known as 3170-3250 S. Archer Avenue, Chicago, IL. 60608. The Real Property tax identification number is 17-31-204-013, 17-31-204-014, 17-31-204-015, 17-31-204-016, 17-31-204-017, 17-31-204-018, 17-31-204-019, 17-31-204-020, 17-31-204-021, 17-31-204-023, 17-31-204-023, 17-31-204-024, 17-31-204-025, 17-31-204-026, 17-31-204-038, 17-31-

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation

Successor Thi stee to Cosmopolitiza Bank & Trust Successor Trustee to

Cosmopolitan National Bank of Chicago

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party or otherwise, and whether recovery upon such amounts his period the testiter may become obligation to the granter may be come of herman solutions, and whether the obligation to repay and manual to be presented as the parties of herman and the content of the period of the peri

REVOLVING LINE OF CREDIT. This Mortgage secures the indebtedness including, without limitation, a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Borrower under the Mote, but also any future amounts which Lender may advance to Borrower under the Mote within twenty (20) years from the date of this Mortgage. The revolving line of credit obligates Lender to make as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Mote and Related to make advances to Borrower so long as Borrower complies with all the terms of the Mote and Related

Ocarios presently assigns to Lender as or Grantor's right, title, as or interest of the ordination changes with presently and the Property. In addition, Grantor grants to Lender a Uniform Commercial Code asserting the Reports and Benta.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PRYMENT OF THE INDEBTEDNESS AND PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS MORTGAGE IS INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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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) tole uses 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, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may are thy 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 and defend, 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 Field 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, including appropriate opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

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

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership

interests or limited liability company interests, as the case may be, or by illinois liam.

However, this option shain is such exercise is prohibited by rederal iaw or by illinois liam.

TAXES AND LIEUS. The tollowing provisions relating to me taxes and here properly are pan of this tollowing the policy of the

Payment. Grantor shall pay when due (and in all events prior to delinquency) at laxes, payroll taxes, spaces assessments, water charges and 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 truntained to the Property tree of any liens having priority. Event of equality in interest of tender under thin Mortgage, except for the Existing Indeptedness reterred in a this Mortgage or those lights specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not those lights specifically the Right to Contest paragraph.

Right to Conrest. Granter may withhold payment at any tax, assessment, or caire in connection with a good satisfied over the objection with a long as tenders in the Property is not jeopardized. If a lieu chaes or is tiled at the objection of nonpayment, Granter shall within littleen (15) lays after the liten at a substance of the fling secure the discristion of the lieu or it of the lieu, within the days after Granter has notice of the fling secure the discristion of the lieu, or it attains at after account adjusted by Lender and another Lender and another account charges that could account authorized to discharge the lieu bios any costs and attempted. Granter charges that could account a foreign or account the lieu and the lieu or account the lieu or account to a foreign and make the context of the context charge and the Lender and shall any adverse indement before anionement against the Property charges that could account and shall are account to a foreign and make the context of the context of the context and shall name Lender as a result of a foreign under any context of the context and shall name Lender and shall any adverse indement any context of the context of the context and shall name. Lender as a result of a foreign under the same Lender and shall are a context of the context and also have a shall name.

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Motice of Construction. Grantor shall notity Lender at IV as Hiteen (15) days before any work is commerced any sorvices are furnished, or any materials are supplied to the Property, if any mechanic's lien, materials are supplied to the Froperty, if any mechanic's lien, materials or fleer, materials or ender the could be asserted on account of the work, yet area, or materials. Grantor will upon request or endor luchies to the could be asserted on account of the work, yet are any then will paper and account of the least form of the last th

PROPERTY DAMAGE INSURANCE. The following provisions relating to asserting the Property are a part or the

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MORTGAGE (Continued)

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Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. 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 interest; may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is confimenced that would materially affect Lender's 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 comply with any obligation or maintain Existing Indebtedness in good standing as required below, or 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 incurance 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 the Existing Indebtedness section below 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

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Compliance With Laws. Grantor warrants that the Property and Grantor's use of the find and property complice with the executed applicable taws, ordinances, and regulations of governmental authorities.

Suvvival of Representations and Warranties. All representations warrantes, and agreements made by this Mongage, shall be combining in the execution and delivery of this Mongage, shall be combining in the man and cellivery of this Mongage, shall be used in the part of th

EXIZITING INDEBLEDNESS: 1944 Johnwood biovisions concerning Existing indebtedness are a part of the

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Existing Lien. The nen of this Mortgage securing the indebtedness may be securbary and interior is as existing the Celaral expressly covenants and agrees to pay or see to the expression, the Existing healthaches and to never any default on such indebtedness, any detault under any default on such indebtedness, any detault under any security documents for such indebtedness.

No Modification. Granter that not enter into any agreement with the holder of any modified ceed of final to entent is modified. Change security agreement which the prior yourself consends by which that agreement is modified, comended or changed on secestive to enter the prior without the prior advances under any such security agreement without the prior writen reduces not security agreement without the prior agreement without the prior agreement without the product of the product of the product of the prior agreement without the product of the product of

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IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORIZES. The tollowing procession

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Current Taxes, Fees and Charges. Upon request by Lender Cremor share execute such decombined in Lands for the Real Property Grantor shall relimbures cender for all taxes, as described seron control with all expenses incurred in recording, beheating to continuing this Morigage, including without lanksher all expenses incurred in recording, beheating or continuing this Morigage, including without lanksher all expenses there are described as including without lanksher all expenses the property of continuing this included in the Morigage.

Taxes. The following shall constitute taxes to which this socion applies and specifical tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage (3) a tax on this type of Mortgage chargeable against the Lender or the rolder of the Mortgage chargeable against the Lender or the rolder of the Mortgage chargeable against the Lender or the rolder of the Mortgage chargeable against the Lender or the rolder of the Mortgage charges in the rolder or the Mortgage charges or the Indeptedness or the Indeptedness or the Indeptedness or the Mortgage of the Indeptedness or the Indeptedness o

Subsequent Taxes, it any tax to which this section applies is enacted subsequence the date of the Mortgages remodes the capital as a tenion of Default of the Mortgages and ender the tax person it appears to the Second of Default as a tenion of distribution of the Event of the Second decided to the Second of the Mortgages.

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MORTGAGE (Continued)

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delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

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

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender ion all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remore sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

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

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

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

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

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

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Borrower, 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 Borrower'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 Borrower), the Indebtedness shall be

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portion of sand indementations orders settlement or compromise relating to the independence. Or this Mortgaga ad tishts white to bos hebbeung dipevieben viscoping need bart reven tauoms tarif it as finetxe emas erthot berevoorn or bisidet importa evidencing the Indebtedness and the Property will confinue to secure the transmitted or or snall he reinstated, as the case may be, norwithstanding any carbottahen of this Mongage or or any abite or other endered in the parties of the particlement of this Mongade and bird Mongage shall set to be the degree of

EVENTS OF DEFAULT. Each of the following, at Lender's potion shall constitute an Evert of Default under this

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Payment Default. Borrowor falls to make any payment and captures the torrection of

to taxes or insurance, or any other bayment nepessary to prover thing of or to effect discharge of emiliand **Default on Other Payments.** Failure of Grantor winner ne turn required by the Godgage to Make any paymon.

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person that may materially affect any of Borrower's or any Grantor's proporty or Borrowar's ability to repay the escrição adreement, purchase or sales agreement or any other agreement in favor of any other creditor or Default in Favor of Third Purtles. Should Borrower or any Grantor default bridge and bord oxfansion in bedit

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MORTGAGE (Continued)

Loan No: 115-4872-4

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Grantor to Lender, whether existing now or later.

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

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender, a 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 Indebigariess. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebiganess immediately due and payable, including any prepayment penalty that Borrower 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 Borrower or 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 Indebteuress. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of cont 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.

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

Notice of Sale. Lender 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 Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real

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is deed to be notice given to all Grantors.

strately or supposed source against any other collatests directly or redirectly sociating the cotristado de directo against Granton andror Borrower andror against any arrendor guarantor. Su remented eventable to Lender (ollowing an Event of Default, or in any way to limit or restrict the rights and ability consistencials. Mortgage or otherwise shall be construed so as its implication of the right should not estimate the rights and Martgage, effer Grantor's failure to perform, shalt not effect Lender's right to declare a default and exercise us and legion to the state of the property of the parties asked of the perfect of abigainst the parties and a form Election of Remedies. Election by Londer to pursue any remedy shall not exclude bursuit of privileting

permitted by applicable law. Grantor risk will pay any court posts, in addition to at other sums provided by tark modes extra Sumpriso ispacem Sumprises to techniques modes notes to tuembont-read perecipitue fina bee talsagge incloration in yels otherwise and arease any automatic stay or injurctioning appeals; and The seangage one had everyone philodom reunwells at break for to todience seanedge laget kitchief bine sent eventues erabines, wet eigestiggs sebas stimit yne at toeldus sevewat inoustimit unartiw sebutani orientation of the Machine the front the date of the expendence of the papers and the papers are proportionally and the papers are papers are papers and the papers are papers and the papers are papers are papers and the papers are papers and the papers are papers and the papers are papers are papers and the papers are papers are papers are papers and the papers are papers are papers are papers are papers and the papers are papers are papers and the papers are paper ilisaks birs ansarab no aldisysaq sesanbaldabni adti to risa s amoosad lisaks strigir et toaris op dia ad ig te the polygon and to be the state of the control of the control of the broader of the broader of the control of t de wei ya besidikang ion metae edit in basi bevlova isi adhas hubo yasi ton na ishteriya. Whethered parties spall be entitled to recover such sum as the court may adjudge reasonable as adomeve! tees at this and Attorneys' Fees; Expenses. If Lendal institutes any sur or action in enforce any or the gentla or the Mortgage

capactory purposes. Organion agrees to keep, Londer Informed at all motern Granter's correst advesss. Unions of product or required by law if there is more than the Charles on a notice given by Lender to any Granter. to the sector of section of the parties authors of the section of the section of section of sections and the section of the se remed belying ad apaption sint to party and the sadion of the same and the Mondage of the principal and ment for holder of any lien which has priority over this Mongage shall be sent to Lender's address, as shown next consolved to the addresses shown near the beginning of the wholly all copies of nonces of foreclosion counters or a mailed, when deposited in the United States main as first class, certified or registered mail postage перет под теления (unless otherwise required by West deposited with a rationally recognized overnigh and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually Program of any or section of divided to be divided to be supported to the programment of the section of the sec

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provisions. This Mortgage has been accepted by Lender in the State of Illinois. not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law Governing Law. This Mortgage will be governed by federal law applicable to Lender and to the extent

payers and all represente Granior shall mean each tho every trainer and shelperines of Borower shall norm sod Scheral Liability. All obligations of Borrower and Grantor under this Minigage shall be joint one

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MORTGAGE (Continued)

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mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

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 " a 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.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

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 Montgage.

Grantor's Liability. This Mortgage is executed by Grantor, not personally but as Trustee as recyided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements made in this Mortgage on the part of Grantor, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of Grantor, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by Grantor or for the purpose or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other Indebtedness under this Mortgage, or to perform any covenant, undertaking, or agreement, either express or implied, contained in this Mortgage, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Mortgage, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any Indebtedness shall look solely to the Property for the payment of the Note and Indebtedness, by the

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including sums advanced to protect the security of the Mortgage, exceed \$1,200,000.00. At no time shall the principal amount of Indebledness secured by the Mortgage, not

rabold distributed the meanings attributed to such terms in the Uniform Commercial Code: sign in pagings as the singular as the context may require. Words and terms not otherwise defined in the with the United States of America. Mores and remay used in the shighland the safety and the principle principle and the contraction of the contrac Montgage. Unless specifically stated to the contrary, all references to doller amounts shall mean amounts to lawful DELINITIONS. The following capitalized words and terms area take the conceptures gravity who was the following

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MORTGAGE (Continued)

Loan No: 115-4872-4

Lender. The word "Lender" means CHICAGO COMMUNITY BANK, its successors and assigns.

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

Note. The word "Note" means the promissory note dated November 26, 2008, in the original principal amount of \$200,000.00 from Borrower 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 5.000% per annum. Payments on the Note are to be made in accordance with the following payment schedule: in one payment of all outstanding principal plus all accrued unpaid interest on December 2, 2009. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning January 2, 2009, with all sursequent interest payments to be due on the same day of each month after that. 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. NOTICE: Under no circumstances shall the interest rate on this Mortgage be less than 5.300% per annum or more than the maximum rate allowed by applicable law. The maturity date of the Note is December 2, 2009. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Fe sonal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Granior, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition or the Property.

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

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

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

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

Trustee. The word "Trustee" means Cosmopolitan Bank & Trust, as Successor Trustee to The Cosmopolitan National Bank of Chicago, whose address is 801 N. Clark Street, Chicago, IL 60610, and any substitute or successor trustees.

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AGREES TO ITS TERMS

CHANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR

HOINARD

CORMOPOLITAN NATIONAL BANK OF CHICAGO #10214 *COSMOPOLITAN BANK & TRUST, AS SUCCESSOR TRUSTEE TO THE

Cosmopolitan National Bank of Chicago #10214. es Cosmopolitan Carik & Trust as Successor Trustee to The Trustee under that oxidain trust agreement dated 09-23-1960 and known COSMOPOLITAL VATIONAL BANK OF CHICAGO, not personally but as BHI OF BANK & TRUST, AS SUCCESSOR TRUSTEE TO THE

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Authorized Signer for Cosmicpolitan Bank & Trust, as BY HEREIN AND MADE A PART LYROP.

FOR SICHALURES, NOTARY AND EXCULPATORY PROVISIONS OF TRUSTER

Chicago Successor Trustee to The Cochabolitan National Bank of

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Notary Public in and for the State of

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This mortgage is executed by PARK NATIONAL BANK, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, (and said PARK NATIONAL BANK hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said PARK NATIONAL BANK, either individually or as Trustee aforesaid, personally to pay said note or any interest that may accrue thereof, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained all such liability if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as PARK NATIONAL BANK, either individually or as trustee as aforesaid, or its successors, personally are concerned, the legal holder or holders shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

Signatures of the Trustee expressly exclude covenant of mortgagor pursuant to the <u>Hazardous Substances</u> clause of this Mortgage as well as any and all other provisions which may be contained herein with respect to the condition of the premises. Trustee does not covenant or warranty that the premises are free from any hazardous siostances, or that the premises are in compliance with the terms of any environmental act, including but not limited to the Comprehensive Environmental Response, Liability and Compensation Act, the Resource Conservation and Recovery Act and/or the Environmental protection Act.

IN WITNESS WHEREOF, PARK NATIONAL BANK not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and Land Trust Administrator 26th day of November, 2008.

BY:

PARK NATIONAL BANK. AS TRUSTEE AS AFORESAID & NOT PERSONAL

ATTEST

Land Trust Administrator

Trust Officer

STATE OF ILLINOIS)

)SS

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY that the above named James S. Galco and Vivian Milon of PARK NATIONAL BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Land Trust Administrator respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said PARK NATIONAL BANK for the uses and purposes therein set forth, and the said Land Trust Administrator then and there acknowledged that said Land Trust Administrator's own free and voluntary act and as the free and voluntary act of said PARK NATIONAL BANK for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this

day of December , 2008.

Office

Notary Public

OFFICIAL SEAL R. EHLEN Notary Public - State of Illinois My Commission Expires May 22, 5 112

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EXHIBIT 'A'

PARCEL 1:

LOTS 8, 9, 10, AND 11 IN JUNKER'S SUBDIVISION OF OUT-LOT 8 IN THE CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND THE SOUTHERLY 1/2 OF THAT PART OF VACATED ALLEY LYING NORTHERLY AND ADJOINING LOTS 8, 9, AND 10, SAID VACATION RECORDED FEBRUARY 6, 1975 AS DOCUMENT 22990012.

PARCEL 2

LOTS 14 TO 24 INCLUSIVE AND THE NORTHEAST 1/2 OF LOT 39 AND THE SOUTHWEST 1/2 OF LOT 39 IN STINSON'S RESUBDIVISION OF THE SOUTHWESTERLY 1/2 OF LOT 37 AND ALL LOTS 38, 39, AND LOTS 45 TO 47 INCLUSIVE IN STINSON'S SUBDIVISION OF BLOCKS 1, 2, AND 10 'N'. THE CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO:

A STRIP OF LAND 30 FEET WIDE NOR 14 FERLY OF AND ADJOINING LOTS 14 TO 28 BOTH INCLUSIVE IN THE RESUBDIVISION OF THE COUTHWEST 1/2 OF LOT 37 AND ALL OF LOTS 38, 39, AND LOTS 45 TO 47 BOTH INCLUSIVE, ALL IN STINSON'S SUBDIVISION OF BLOCKS 1, 2, AND 10 IN CANAL TRUSTEES' SUPDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART TAKEN BY CONDEMNATION PROCEEDING FILED DECEMBER 4, 1987 AS 87L51393

ALSO:

THE SOUTHWESTERLY 1/2 OF LOTS 36, ALL LOT 37 AND THE NORTHEASTERLY 1/2 OF LOT 38 IN STINSON'S SUBDIVISION OF BLOCKS 1, 2, AND 10 IN CAPIAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A PART OF LOTS 1 THRU 7 IN JUNKER'S SUBDIVISION OF OUT-LOT 8 IN THE CAN AL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PART OF SAID LOT IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SOUTH WOOD STREET AND SOUTH ARCHER AVENUE, BEING ALSO THE SOUTHWEST CORNER OF SAID LOT 1 AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SOUTH WOOD STREET, BEING ALSO THE WEST LINE OF SAID LOT 1, A DISTANCE OF 120.79 FEET TO ITS INTERSECTION WITH THE SOUTH FACE OF A BRICK BUILDING:

THENCE EAST ALONG THE LINE OF THE SOUTH FACE OF SAID BRICK BUILDING (THE LINE OF WHICH SOUTH FACE, IF EXTENDED EAST, WILL INTERSECT THE EAST LINE OF SAID LOT 7 AT A POINT 13.21 FEET NORTH FROM THE SOUTHEAST CORNER OF LOT 7) A DISTANCE OF 39.10 FEET TO THE SOUTHEAST CORNER OF SAID BRICK BUILDING;

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THENCE NORTH, PARALLEL WITH THE WEST LINE OF SAID LOT 1, ALONG THE EAST FACE OF SAID BRICK BUILDING, A DISTANCE OF 19.70 FEET TO THE NORTH FACE OF A BRICK BUILDING;

THENCE EAST ALONG WITH LINE OF THE NORTH FACE OF THE LAST MENTIONED BRICK BUILDING AND ALONG AN EASTWARD EXTENSION OF SAID LINE A DISTANCE OF 98.34 FEET, TO A POINT ON THE EAST LINE OF SAID LOT 7 WHICH IS 33.70 FEET NORTH FROM THE SOUTHEAST CORNER OF LOT 7; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7 A DISTANCE OF 33.70 FEET TO THE SOUTHEAST CORNER OF LOT 7, BEING ON THE NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, AND THENCE SOUTHWESTWARDLY ALONG SAID NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE A DISTANCE OF 175 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINO'S

ALSO:

LOTS 25 THRU 28 IN RESUBDIVISION OF SOUTHWEST 1/2 OF LOT 37 AND LOTS 38 AND 39 AND OF LOTS 45 TO 47 BOTH INCLUSIVE, ALL IN STINSON'S SUBDIVISION OF BLOCKS 1, 2, AND 10 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO:

LOTS 40 THRU 44 IN STINSON'S SUBDIVISION OF BLOCKS 1, 2, AND 10 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 CF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

AN EASEMENT FOR THE BENEFIT OF PARCEL 3 FOR PASSAGE UPON AND OVER THE LAND AS CONTAINED IN RESERVATION OF EASEMENT, WHICH IS CONTAINED IN DEED IN TRUST RECORDED FEBRUARY 26, 1985 AS DOCUMENT 27454089, AND RECORDED DECEMBER 12, 1985 AS DOCUMENT 85321257, AND IN DEED IN TRUST RECORDED FEBRUARY 8, 1993 AS DOCUMENT 93102357.