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Illinois Anti-Predatory Lending Database Program

Doc#: 1732657094 Fee: \$66.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/22/2017 11:59 AM Pg: 1 of 10

Certificate of Exemption



Report Mortgage Fraud

844-768-1713

400 317 9911

The property identified as: PIN: 30-08-107-017-0000

Address:

Street: 414 State Street

Street line 2:

City: CALUMET CITY

State: IL

ZIP Code: 60409

Lender: American Community Bank of Indiana

Borrower: First Midwest Bank, as successor to Standard Bank and Trust Company as Trustee of Trust Agreement
Dated September 10, 2003 and known as Trust Number 17892

Loan / Mortgage Amount: \$2,200,000.00

This property is located within the program area 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: F1199AD1-8BDC-41E9-B989-5EC8AFAC63C2

Execution date: 11/9/2017

UNOFFICIAL COPY**GIT****FIRST MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS**

This Mortgage is made this 9th day of November, 2017, between the Mortgagor, **FIRST MIDWEST BANK, AS SUCCESSOR TO STANDARD BANK AND TRUST COMPANY, AS TRUSTEE OF TRUST AGREEMENT DATED SEPTEMBER 10, 2003 AND KNOWN AS TRUST NUMBER 17892**, (herein "Grantor/Guarantor") and, **AMERICAN COMMUNITY BANK OF INDIANA**, whose address is 7880 Wicker Avenue, St. John IN 46373 (herein "Lender").

WHEREAS, **FIRST MIDWEST BANK, AS SUCCESSOR TO STANDARD BANK AND TRUST COMPANY, AS TRUSTEE OF TRUST AGREEMENT DATED SEPTEMBER 10, 2003 AND KNOWN AS TRUST NUMBER 17892** (herein "Borrower"), is indebted to Lender in the principal sum of Two Million Two Hundred Thousand and 00/100ths (\$2,200,000.00) Dollars, which indebtedness is evidenced by Borrower's Term Loan Commercial Promissory Note dated the 9th day of November, 2017, (herein "Note"), with the balance of the indebtedness, if not sooner paid, due and payable in full on or before the 4th day of December, 2022. Guarantors, Frederick Linz and Meats By Linz, Inc., have guaranteed said Note.

To SECURE to Lender (a) the repayment of Borrower's indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications thereof; (b) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, (c) the repayment of Borrower's indebtedness on any and all Notes/Loans with Lender, whether currently existing or existing hereafter – it is the intent of the parties to cross-collateralize all of Borrower's Loans and Grantor/Guarantor's Guarantees, and (d) the performance of the covenants and agreements of Grantor/Guarantor herein contained, Grantor/Guarantor does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois and commonly known as 414 State Street (a/k/a 401-417 Plummer Avenue, 404-430 State Street and 413-415 Plummer Avenue) and 185 Plummer Avenue (a/k/a 326 State Street, 402 Wentworth Avenue, and 183-185 Plummer Avenue) in Calumet City IL 60409:

PARCEL 1: LOTS 1, 2, 46, 47, 48, 49, 50, 51 AND 52 IN FRIETAG'S SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF THE NORTHWEST FRACTIONAL ¼ OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH THE NORTHEASTERLY ½ OF ALLEY VACATED BY DOCUMENT NO. 00678344 LYING SOUTHWESTERLY OF LOTS 1 AND 2 AND THE SOUTHEASTERLY ½ OF ALLEY VACATED BY DOCUMENT NO. 00678344 LYING NORTHEASTERLY OF LOTS 46 THRU 52 IN FRIETAG'S SUBDIVISION.

COMMONLY KNOWN AS 414 STATE STREET (A/K/A 401-417 PLUMMER AVENUE, 404-434 STATE STREET), CALUMET CITY IL. 60409

Pin Nos. 30-08-107-017, -107-018, -107-027, -107-028, -107-029, -107-030, -107-031, -107-032, -107-033, -107-036 and -107-038

PARCEL 2: LOTS 3, 4, AND 5 IN JOHN G. W. FREITAG'S SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF THE NORTHWEST FRACTIONAL ¼ OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE MICHIGAN CENTRAL RAILROAD IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 1, 1879 IN BOOK 14 OF PLATS, PAGE 76 AS DOCUMENT NO. 235168, ALL IN COOK COUNTY, ILLINOIS,

4003498

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TOGETHER WITH THE NORTHEASTERLY ½ OF ALLEY VACATED BY DOCUMENT 00678344 LYING SOUTHWESTERLY OF LOTS 3, 4 AND 5 IN JOHN G. W. FREITAG'S SUBDIVISION.

COMMONLY KNOWN AS 413 PLUMMER AVENUE (A/K/A 413-415 PLUMMER AVENUE), CALUMET CITY IL 60409

Pin No. 30-08-107-013, -107-014, -107-015 and -107-016

TOGETHER with all buildings, improvements, and tenements now or hereafter erected on the properties, and all heretofore or hereafter vacated alleys and streets abutting the properties, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the properties, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the properties, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, water heaters, and trees and plants; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real properties covered by this Mortgage; and all of the foregoing, together with said properties are herein collectively referred to as the "Property".

This Mortgage secures all obligations, debts, and liabilities, plus interest thereon, of Borrower and/or Grantor/Guarantor to Lender, or any one or more of them, as well as all claims by Lender against Borrower and/or Grantor/Guarantor or any one of them, whether now existing or hereinafter arising, whether related or unrelated to the purposes of this Mortgage, but whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower and/or Grantor/Guarantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor/Guarantor covenants that Grantor/Guarantor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Grantor/Guarantor will warrant and defend generally the title to the Property against all claims and demands, subject to any easements or restrictions specifically listed in a schedule of special exceptions to coverage in any Lender's title insurance policy insuring Lender's interest in the Property.

GRANTOR/GUARANTOR AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. **PAYMENT OF PRINCIPAL AND INTEREST.** Borrower and/or Grantor/Guarantor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Promissory Note.
2. **APPLICATION OF PAYMENTS.** Unless applicable law provides otherwise, all payments received by Lender under the Note shall be applied by Lender in the following order of priority:

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(i) interest payable on the Note, (ii) principal of the Note, (iii) any other sums secured by this instrument in such order as Lender, at Lender's option, may determine; provided, however, that Lender may, at Lender's option, apply any sums payable pursuant to paragraph 6 hereof prior to interest on and principal of the Note, but such application shall not otherwise affect the order of priority of application specified in this paragraph 2.

3. **CHARGES; LIENS.** Borrower and Grantor/Guarantor shall pay all water and sewer rates, rents, taxes, assessments, premiums, and other impositions attributable to the property by Borrower and Grantor/Guarantor making payment, when due, directly to the payee thereof, or in such other manner as Lender may designate in writing. Borrower and Grantor/Guarantor shall promptly furnish to Lender all notices of amounts due under this paragraph 3, and in the event Borrower and Grantor/Guarantor shall make payment directly, Borrower and Grantor/Guarantor shall promptly furnish to Lender receipts evidencing such payments. Borrower and Grantor/Guarantor shall promptly discharge any lien which has, or may have, priority over or equality with, the lien of this Mortgage, and Borrower and Grantor/Guarantor shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the property. Without Lender's prior written permission, Borrower and Grantor/Guarantor shall not allow any lien inferior to this Mortgage to be perfected against the property.

4. **LIABILITY INSURANCE.** Borrower and Grantor/Guarantor shall be required to maintain a public liability and property damage insurance policy, naming Lender as a lienholder, in the amount of \$2,000,000.00 per person and \$5,000,000.00 for each occurrence of personal injury and \$2,000,000.00 for property damage.

All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender.

5. **PRESERVATION AND MAINTENANCE OF PROPERTY.** Borrower and Grantor/Guarantor (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

6. **PROTECTION OF LENDER'S SECURITY.** If Borrower and/or Grantor/Guarantor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower and/or Grantor/Guarantor, may make such appearance, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower and/or Grantor/Guarantor secured by this Mortgage. Unless

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Borrower and/or Grantor/Guarantor and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower and/or Grantor/Guarantor requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. **INSPECTION.** Lender may make or cause to be made reasonable entries upon and inspections of the Property.

8. **ASSIGNMENT OF LEASES AND COLLECTION OF RENTS.** As further security for the obligations, Borrower and/or Grantor/Guarantor hereby assigns to Lender all Leases already in existence and to be created in the future, together with all rents due and to become due under existing or future leases in which Borrower and/or Grantor/Guarantor has or may have an interest, and relating to any portion of the Property. At any time an event defined as a default in this Mortgage, or in the Commercial Promissory Note or any note secured hereby has occurred and is continuing, the Lender may enter upon and take possession of the Property or any part thereof, and at any such time, or at any other time if the Lender in the reasonable exercise of its discretion determines that payment or performance of any of the obligations is insecure, the Lender may demand, sue for, receive and give receipts, releases and satisfactions for all rents, and for such purposes Borrower and/or Grantor/Guarantor hereby irrevocably appoints and constitutes the Lender as his true and lawful attorney-in-fact with full power of substitution for and on behalf of Borrower and/or Grantor/Guarantor and in a manner not adverse to the interests of Borrower and/or Grantor/Guarantor, to request, demand, enforce payment, collect and receive the rents payable under the Leases, to endorse any checks, drafts or orders evidencing the payment of rents under the Leases, and to do and perform any act which Borrower might do for and on his own behalf. The collection of such rents shall not operate as an affirmation of any tenant or lease in the event the Borrower's and/or Grantor/Guarantor's title to the Property or any portion thereof shall be acquired by the Lender. The Lender shall be liable to account only for rents actually received by the Lender. In exercising any of the powers contained in this Mortgage, Lender may also take possession of, and for these purposes use, any and all personal property contained in the Property and used by the Borrower and/or Grantor/Guarantor in the maintenance, rental or leasing thereof or any part thereof. Borrower and/or Grantor/Guarantor does not assign to Lender any of Borrower's and/or Grantor/Guarantor's obligations under any such Lease, and Borrower and/or Grantor/Guarantor shall be and remain solely responsible for performing or fulfilling such obligations. At any time that the Lender has not exercised its right to take possession of the Property and there is not in effect any demand by the Lender for the direct payment of rents to the Lender, the Borrower and/or Grantor/Guarantor may collect and retain rents or use them for any proper purpose in the ordinary course of the Borrower's and/or Grantor/Guarantor's business. Any demand by the Lender upon any tenant of the Property accompanied by a copy of this Mortgage shall be sufficient authority for such tenant thereafter to make all payments of rents directly to the Lender and any such tenant shall have no obligation or authority to inquire into the propriety of any such demand. Upon making payments of rents to the Lender pursuant to the Lender's demand, any tenant of the Property shall be as fully discharged of its obligations under any Lease to the extent of such payments as if such payments had been made directly to the Borrower and/or Grantor/Guarantor. If at any time payments of rents are required to be made directly to the Lender under the terms of this

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paragraph and notwithstanding such requirement such payments are made to the Borrower and/or Grantor/Guarantor, the Borrower and/or Grantor/Guarantor will receive such payments in trust for the Lender and will forward them immediately to the Lender in the form in which received, adding only such endorsements or assignments as may be necessary to perfect the Lender's title thereto. Any amounts collected by the Lender pursuant to the assignment of rents contained in this Mortgage shall be applied by the Lender to the payment of such of the obligations as are then due and payable as the Lender, in its sole discretion, shall determine. If no obligations are then due and payable, such amounts may be held by the Lender as cash collateral for the obligations, without liability for interest thereon. Any portion or all of the cash collateral account which is not applied to obligations pursuant to the terms of this paragraph may at the discretion of the Lender be released to the Borrower and/or Grantor/Guarantor. The authority given to collect rents conferred upon the Lender under the terms of this Mortgage is irrevocable.

9. **CONDEMNATION.** Borrower and/or Grantor/Guarantor shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the property, or part thereof, and Borrower and/or Grantor/Guarantor shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing. Borrower and/or Grantor/Guarantor authorizes Lender, at Lender's option, as attorney-in-fact for Borrower and/or Grantor/Guarantor, to commence, appear in and prosecute, in Lender's, Borrower's, or Grantor/Guarantor's name, any action or proceeding relating to any condemnation or other taking of the property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender.

10. **BORROWER AND/OR GRANTOR/GUARANTOR AND LIEN NOT RELEASED.** From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower and/or Grantor/Guarantor, Borrower's and/or Grantor/Guarantor's successors or assigns or of any junior lienholder or guarantors, without liability on Lender's part and notwithstanding Borrower's and/or Grantor/Guarantor's breach of any covenant or agreement of Borrower and/or Grantor/Guarantor in this Mortgage, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, release from the lien of this Mortgage any part of the property, take or release other or additional security, reconvey any part of the property, consent to any map or plan of the property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Borrower and/or Grantor/Guarantor to modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable thereunder. Any actions taken by Lender pursuant to the terms of this paragraph 10 shall not affect the obligation of Borrower and/or Grantor/Guarantor or Borrower's and/or Grantor/Guarantor's successors or assigns to pay the sum secured by this Mortgage and to observe the covenants of Borrower and/or Grantor/Guarantor contained herein, shall not affect the guaranty of any person, corporation, partnership or other entity for payment of the indebtedness secured hereby, and shall not affect the lien or priority of lien hereof on the property. Borrower and/or Grantor/Guarantor shall pay Lender a reasonable service charge, together with such title insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at Borrower's and/or Grantor/Guarantor's request.

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11. **FORBEARANCE BY LENDER NOT A WAIVER.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of any sum secured by this Mortgage after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage, nor shall Lender's receipt of any awards, proceeds or damages, under paragraphs 4 and 9 hereof operate to cure or waive Borrower's and/or Grantor/Guarantor's default in payment of sums secured by this Mortgage.

12. **REMEDIES CUMULATIVE.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively, in any order whatsoever.

13. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CAPTIONS.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender, Borrower, and Grantor/Guarantor. All covenants and agreements of Borrower and Grantor/Guarantor shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **NOTICE.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Grantor/Guarantor provided for in this Mortgage shall be given by mailing such notice by certified mail, return receipt requested, addressed to Grantor/Guarantor at the Property Address or at such other address as Grantor/Guarantor may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Grantor/Guarantor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Grantor/Guarantor or Lender when given in the manner designated herein.

15. **GOVERNING LAW; SEVERABILITY.** This Mortgage shall be governed by the laws of the State of Illinois. 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, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **GRANTOR/GUARANTOR'S COPY.** Grantor/Guarantor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. **ACCELERATION; REMEDIES.** Upon Borrower's and/or Grantor/Guarantor's breach of any covenant or agreement of Borrower and/or Grantor/Guarantor in this Mortgage or the Note, including, but not limited to, the covenants to pay when due any sums secured by this Mortgage, Lender, at Lender's option, may declare any and all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding and may invoke any

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other remedies permitted by applicable law or provided herein. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney's fees, interest as provided in paragraph VI.(A)(3) of the Secured Promissory Note, costs of documentary evidence, abstracts and title reports.

18. **ACCELERATION IN CASE OF BORROWER'S AND/OR GRANTOR/GUARANTOR'S INSOLVENCY.** If Borrower and/or Grantor/Guarantor shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar or successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Borrower and/or Grantor/Guarantor shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of Borrower and/or Grantor/Guarantor, or if Borrower and/or Grantor/Guarantor shall be adjudged a bankrupt, or if a trustee or receiver shall be appointed for Borrower and/or Grantor/Guarantor of Borrower's and/or Grantor/Guarantor's property, or if the Property shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if Borrower and/or Grantor/Guarantor shall make an assignment for the benefit of Borrower's and/or Grantor/Guarantor's creditors, or if there is an attachment, execution or other judicial seizure of any portion of Borrower's and/or Grantor/Guarantor's assets and such seizure is not discharged within ten days, then Lender may, at Lender's option, declare all of the sums secured by this Mortgage to be immediately due and payable without prior notice to Borrower and/or Grantor/Guarantor, and Lender may invoke any remedies permitted by paragraph 17 of this Mortgage. Any attorney's fees and other expenses incurred by Lender in connection with Borrower's and/or Grantor/Guarantor's bankruptcy or any of the other aforesaid events shall be additional indebtedness of Borrower and/or Grantor/Guarantor secured by this Mortgage pursuant to paragraph 6 hereof.

19. **APPOINTMENT OF RECEIVER.** Upon acceleration under paragraph 17 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents, if any, of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys fees, and then to sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

20. **RELEASE.** Upon payment of all sums secured by this, Lender shall release this Mortgage without charge to Grantor/Guarantor shall pay all costs of recordation, if any.

21. **WAIVER OF VALUATION AND APPRAISEMENT LAWS.** Grantor/Guarantor hereby waives all right of valuation and appraisement.

22. **WAIVER OF MARSHALLING.** Notwithstanding the existence of any other security interests in the property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Grantor/Guarantor, or any

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party who consents to this Instrument and any party who now or hereafter acquires a security interest in the property and who has actual or constructive notice hereof waives any and all right to require the marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

23. **USE OF PROPERTY.** Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower and/or Grantor/Guarantor shall not allow changes in the use for which all or any part of the Property was intended at the time this Mortgage was executed. Borrower and/or Grantor/Guarantor shall not initiate or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent.

24. **SECONDARY LIENS AND/OR ENCUMBRANCES.** The Borrower and/or Grantor/Guarantor further covenant and agree not to further encumber the property without the written consent of Lender, nor to commit, permit, or suffer any waste, impairment, or depreciation of said property and, in the event of any breach of this covenant, at any time after such breach, without limiting the foregoing, the Lender may, at its option, declare all of the remainder of the indebtedness immediately due and collectible, whether or not any other default exists; this covenant shall run with the land and remain in full force and effect until said indebtedness is liquidated.

25. **LEGISLATION AFFECTING LENDER'S RIGHTS.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Mortgage unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke remedies permitted by paragraph 17.

IN WITNESS WHEREOF, Grantor/Guarantor has executed this Mortgage.

FIRST MIDWEST BANK, AS SUCCESSOR TO STANDARD BANK AND TRUST COMPANY, AS TRUSTEE OF TRUST AGREEMENT DATED SEPTEMBER 10, 2002 AND KNOWN AS TRUST NUMBER 17892, and not personally

Date: 11/10/17

By: 

Authorized Signer

This MORTGAGE is executed by FIRST MIDWEST BANK, not personally but solely as Trustee under trust No. 17892 in the exercise of the power and authority conferred upon and vested in it as such trustee (and said FIRST MIDWEST 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 FIRST MIDWEST BANK, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform thereon any covenant either express or implied herein contained, all such liability if any being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the FIRST MIDWEST BANK, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder 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.

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STATE OF IL)
) SS:
COUNTY OF Cook)

Before me, the undersigned, a Notary Public, in and for said County and State, this 10th day of November, 2017, personally appeared FIRST MIDWEST BANK, AS SUCCESSOR TO STANDARD BANK AND TRUST COMPANY, AS TRUSTEE OF TRUST AGREEMENT DATED SEPTEMBER 10, 2003 AND KNOWN AS TRUST NUMBER 17892, by Susan J. Zelek its, Authorized Signer, who duly acknowledged the execution of the above and foregoing Real Estate Mortgage, Assignment of Leases and Collection of Rents as aforesaid and as its voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seals.

Rita L Pasik

, Notary Public

My Commission Expires: _____

County of Residence: Cook



This instrument prepared by:
Mouli S.

David W. Westland, #18943-64, Westland & Bennett, P.C.
2929 Carlson Drive, Suite 300, Hammond IN 46323, Phone: 219.400.7550