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86601613

JUNIOR MORTGAGE

THIS MORTGAGE, made this 1st day of December, 1986 between RIVER FOREST STATE BANK AND TRUST COMPANY, as Trustee under Trust Agreement dated June 27, 1986 and known as Trust No. 3206, not individually, but as Trustee (hereinafter referred to as "Mortgagor") and River Forest State Bank and Trust Company (hereinafter referred to as "Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of FIFTY THOUSAND DOLLARS (\$50,000.00) which indebtedness is evidenced by the Note and Security Agreement dated December 1, 1986 (hereinafter referred to as the "Note"), which Note provides for payments of the indebtedness as set forth therein.

NOW THEREFORE, the Mortgagor, to secure the payment of the Note with interest thereon, the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Mortgagor herein contained, does hereby mortgage, grant and convey to Mortgagee the following described real estate located in the Village of Oak Park, County of Cook, State of Illinois:

LOT 8 IN S. T. CONDERSON AND SONS NORTH OAK PARK SUBDIVISION OF LOT 15 IN MAY MANOR SUBDIVISION OF THE WEST 16.57 ACRES OF THE SOUTH 50 ACRES OF THE NORTH EAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND LOTS 31 TO 37 BOTH INCLUSIVE IN NORTH EAST AVENUE ADDITION TO OAK PARK IN THE NORTH EAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

10-06-227-005 MT AND
otherwise known as 930 North Columbian, Oak Park, Illinois (hereinafter referred to as the "Premises").

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) all fixtures, apparatus, equipment and articles, other than such as constitute trade fixtures used in the operation of any business conducted upon the Premises and distinguished from fixtures which relate to the use, occupancy and enjoyment of the Premises, it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned, provided that the foregoing refers only to items owned by the Mortgagor or its beneficiaries. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be for the purposes of this Mortgage to be deemed to be real estate and conveyed and mortgaged hereby.

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

IT IS FURTHER UNDERSTOOD THAT:

1. Mortgagor shall promptly pay, when due, the principal of and interest on the indebtedness evidenced by the Note, and the principal of and interest on any future advances allowed under and secured by this Mortgage.

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STATE OF ILLINOIS

DEPARTMENT OF REVENUE

NOTICE TO TAXPAYER

PLEASE PRINT NAME AND ADDRESS

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

2. In addition, the Mortgagor shall:
- (a) Promptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.
 - (b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the property, including those heretofore due, and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefore, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.
 - (c) Keep the improvements now existing or hereafter erected on the property insured against loss or damage by fire, lightning, wind storm or such other hazards, as the Mortgagee may reasonably require to be insured against under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies through such agents or brokers and in such form as shall be satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in the case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of it by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made and promptly delivered at least ten (10) days before such insurance shall expire. All policies shall provide further that Mortgagee shall receive ten (10) days notice prior to cancellation. So long as this Mortgage is not in default, such insurance proceeds, after deducting therefrom any expenses incurred in the collection thereof, shall be made available by the Mortgagee for the rebuilding or restoration of the premises.
 - (d) Complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said property.
 - (e) Subject to the provisions hereof, restore and rebuild any buildings or improvements now or at any time upon said property and destroyed by fire or other casualty so as to be of at least equal value and substantially the same character as prior to such damage or destruction. In any case, where the insurance proceeds are made available for rebuilding and restoration, such proceeds shall be disbursed upon the disbursing party being furnished with satisfactory evidence of the estimated cost of completion thereof and with architect's certificates, waivers of lien, contractors and subcontractors sworn statements and other evidence of cost and payment so that the disbursing party can verify that the amounts

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 20__.

Clerk of the Court

Judge of the Court

Deputy Clerk of the Court

Deputy Clerk of the Court

Deputy Clerk of the Court

Deputy Clerk of the Court

Deputy Clerk of the Court

Deputy Clerk of the Court

Deputy Clerk of the Court

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11/11/2023

disbursed from time to time are represented by completed and in place work and that said work is free and clear of mechanics lien claims. No payment prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed from time to time and at all times the undisbursed balance of such proceeds remaining in the hands of the disbursing party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. If the cost of rebuilding, repairing or restoring the buildings and improvements can reasonably exceed the sum of \$10,000.00, then the Mortgagee shall approve plans and specifications of such work before such work shall be commenced. Any surplus which remains out of said insurance proceeds after payment of such cost of building and restoring shall, at the option of the Mortgagee, be applied on accounts of the indebtedness secured hereby or be paid to any party entitled thereto without interest.

- (f) Keep said premises in good condition and repair without waste and free from any mechanics or other lien or claims of lien not expressly subordinated to the lien hereof.
- (g) Not suffer or permit any unlawful use of or any nuisance to exist on said Premises nor to diminish nor impair its value by any act or omission to act.
- (h) Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.
- (i) Comply with the provisions of any lease if this Mortgage is on a leasehold.
3. Any sale, conveyance or transfer of any right, title or interest the Premises or any portion thereof or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding to the Premises without the prior written approval of the Mortgagee shall at the option of the Mortgagee, constitute a default hereunder on account of which the holder of the Note secured hereby may declare the entire indebtedness evidenced by said Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs.
4. In the case of a failure to perform any of the covenants herein, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Premises, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, and if said matter is not dismissed within thirty (30) days from its commencement, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; the Mortgagee may also do any act it may deem necessary to protect the lien hereof; and the Mortgagor will repay upon demand any monies paid or disbursed, including reasonable attorney's fees and expenses, by the Mortgagee for any of the above purposes and such monies together with interest thereon at the rate set forth in the Note secured hereby shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said Premises if not otherwise paid. It shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing monies, as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder nor shall any acts of

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Mortgagee act as a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to foreclose this Mortgage.

5. It is the intent hereof to secure payment of the Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this Mortgage for the purpose of protecting the security.
6. Time is of the essence hereof, and if default be made in performance of any covenant herein contained or contained in the Note or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Premises, which proceedings are not dismissed within thirty (30) days of their commencement, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, which proceeding is not dismissed within thirty (30) days of its filing or if the Mortgagor shall make an assignment for the benefit of its creditors or if its property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandons the Premises, or fails to pay when due, any charge or assessment (whether for insurance premiums, maintenance, taxes, capital improvement), then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said Mortgage indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the Premises enmasse without the offering of the several parts separately.
7. Upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without regard to the solvency of the Mortgagor or the then value of said Premises, or whether the same shall then be occupied by the Owner of the equity of redemption as a homestead, appoint either the Mortgagee as "Mortgagee in Possession" or a receiver, with power to manage and rent to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other items including the expenses of such receivership, or on any deficiency decree whether there be a decree therefore in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of a deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said Premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof, and upon foreclosure of said Premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of three percent (3%) above the interest rate as defined in the Note, which may be paid or incurred by or in behalf of the Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, court costs and costs (which may be estimated as

86601613

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this 1st day of January, 1900.

CLERK OF COOK COUNTY

By _____

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

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to and include items to be expended after the entry of the decree) and of procuring all such data with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said Premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the Note hereby secured; or (b) preparations for the accrual of the right to foreclosure, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the Premises or the security hereof. In the event of a foreclosure sale of said Premises, there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

8. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.
9. Any forbearance by Mortgagee 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 such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the indebtedness secured by this Mortgage.
10. 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.
11. The covenants contained herein shall bind and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor subject to the provisions of paragraph 3, hereof. All covenants and agreements of Mortgagor shall be binding upon the beneficiaries of Mortgagor and any other party claiming any interest in the Premises under Mortgage.
12. Except to the extent any notice shall be required under applicable law to be given in another manner, any notice to Mortgagor shall be given by mailing such notice by certified mail addressed to Mortgagor at: 7727 West Lake Street, River Forest, Illinois, and John and Carla Lind, 930 North Columbian, Oak Park, Illinois, or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein and any notice to Mortgagee shall be given by certified mail, return receipt requested to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.
13. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor.

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

Witness my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

Deputy Clerk of Cook County, Illinois

Deputy Clerk of Cook County, Illinois

Deputy Clerk of Cook County, Illinois

Deputy Clerk of Cook County, Illinois

Deputy Clerk of Cook County, Illinois

Deputy Clerk of Cook County, Illinois

Deputy Clerk of Cook County, Illinois

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Mortgagor shall pay all costs of recordations of any documentation necessary to release this Mortgage.

14. Mortgagor assigns to Mortgagee and authorizes the Mortgagee to negotiate for and collect any award for condemnation of all or any part of the Premises provided however that the Mortgagor may prosecute for condemnation proceeding provided that this Mortgage is not then in default. The Mortgagee may, in its discretion, apply any such award to amounts due hereunder, or for restoration of the Premises and any balance remaining shall be paid to the Mortgagor.
15. Mortgagor shall not and will not apply for or avail itself of any appraisement, 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 hereby waives the benefit of such laws. MORTGAGOR DOES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE ON BEHALF OF MORTGAGOR AND EACH AND EVERY PERSON EXCEPT DECREE OF JUDGMENT CREDITORS OF THE MORTGAGOR IN THEIR REPRESENTATIVE CAPACITY AND OF THE TRUST ESTATE, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE.
16. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
17. Mortgagor will, at all times, deliver to the Mortgagee duplicate originals or certified copies of all leases, agreements and documents relating to the Premises and shall permit access by the Mortgagee to its books and records, insurance policies and other papers for examination and making copies and extracts thereof. The Mortgagee, its agents and designees shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
18. Mortgagee in making any payment hereby authorized (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof, or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.
19. No construction shall be commenced upon the land hereinbefore described or upon any adjoining land at any time owned or controlled by Mortgagor or by other business entities related to Mortgagor, unless the plans and specifications for such construction shall have been submitted to and approved in writing by Mortgagee to the end that such construction shall not, in the reasonable judgment of the Mortgagee, entail prejudice to the loan evidenced by the Note and this Mortgage.
20. The Mortgagor will pay all utility charges incurred in connection with the premises and all improvements thereon and maintain all utility services now or hereafter available for use at the premises.
21. If the Premises are now or hereafter located in an area which has been identified by the Secretary of Housing and Urban Development as a flood hazard area and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (the "Act"), the Mortgagor will keep the Premises covered for the term of the Note by flood insurance up to the maximum

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IN SENATE
JANUARY 10, 1900

REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 10, 1899

ALBANY, N. Y.:
J. B. WHITTAKER, STATE PRINTER,
1900

THE STATE OF NEW YORK,
OFFICE OF THE COMMISSIONERS OF THE LAND OFFICE,
ALBANY, N. Y.,
JANUARY 10, 1900.

SIR:

I have the honor to acknowledge the receipt of your letter of the 27th inst., and in reply to inform you that the report of the Commissioners of the Land Office, in response to a resolution passed by the Senate on May 10, 1899, is now ready for publication.

The report is published in the form of a book, and is available for sale at the State Printing Office, Albany, N. Y., at the price of one dollar per copy.

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limit of coverage available under the Act for the then outstanding principal balance of the Note, whichever is less.

22. This Mortgage shall be governed by the law of the State of Illinois. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.
23. This Mortgage shall be deemed a Security Agreement as defined in the Illinois Commercial Code. This Mortgage creates a security interest in favor of Mortgagee in all property including all personal property, fixtures and goods affecting property either referred to or described herein or, in any way connected with the use or enjoyment of the Premises which it or its beneficiaries own. The remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be (i) as prescribed herein, or (ii) by general law, or (iii) as to such part of the security which is also reflected in any Financing Statement filed to perfect the security interest herein created, by the specific statutory consequences now or hereinafter enacted and specified in the Illinois Commercial Code, all at Mortgagee's sole election. Mortgagor and Mortgagee agree that the filing of such a Financing Statement in the records normally having to do with personal property shall never be construed as in anywise derogating from or impairing this declaration and the hereby stated intention of the parties hereto, that everything used in connection with the production of income from the Mortgaged premises and/or adapted for use therein and/or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with the Mortgagee (iii) any such item is referred to or reflected in any such Financing Statement filed at any time. Similarly, the mention in any such Financing Statement of (1) the rights in or the proceeds of any fire and/or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for loss of value, or (3) the debtor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the property mortgaged hereby, whether pursuant to lease or otherwise, shall never be construed as in anywise altering any of the rights of Mortgagee as determined by this instrument or impugning the priority of the Mortgagee's lien granted hereby or by any other recorded document, but such mention in the Financing Statement is declared to be for the protection of the Mortgagee in the event any court of judge shall at any time hold with respect to (1), (2), and (3) that notice of Mortgagee's priority of interest to be effective against a particular class of person, including, but not limited to, the Federal Government and any subdivisions or entity of the Federal Government, must be filed in the Commercial Code records.

Notwithstanding the aforesaid, the Mortgagor covenants and agrees that so long as any balance remains unpaid on the Note secured hereby, it will execute (or cause to be executed) and delivered to Mortgagee, such renewal certificates, affidavits, extension statements or other documentation in proper form, so as to keep perfected the lien created by the Security Agreement and Financing Statement given to Mortgagee by Mortgagor, until the principal indebtedness and all interest to accrue thereunder has been paid in full; with the proviso that the failure of the undersigned Mortgagor to so do shall constitute a default hereunder and under the Note secured hereby.

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24. In the event of a deficiency upon a sale of the Premises pledged hereunder by Mortgagor, then the Mortgagor shall forthwith pay such deficiency including all expenses and fees which may be incurred by the holder of the Note secured by this Mortgage in enforcing any of the terms and provisions of this Mortgage.
25. All provisions hereof shall inure to and bind the respective heirs, executors, administrators, successors, vendees and assigns of the parties hereto, and the word "Mortgagor" shall include all persons claiming under or through Mortgagor and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. Wherever used, the singular number shall include the plural, the singular, and the use of any gender shall be applicable to all genders.

26. Mortgagor hereby represents and covenants to be mortgagee that:

- (A) (1) The execution, delivery and performance by Mortgagor of the Note, this Mortgage, and all additional security documents, and the borrowing evidenced by the Note secured hereby (a) are within the powers of Mortgagor; (b) have been duly authorized by all requisite actions; (c) have received all necessary governmental approval; and (d) do not violate any provision of any law, any order of any court or agency of government, or any indenture, agreement or other instrument to which Mortgagor is a party, or by which it or any portion of the Premise is bound, or be in conflict with, result in breach of, or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever, upon any of its property or assets, except as contemplated by the provisions of this Mortgage and any additional documents securing the Note; and (2) the Note, this Mortgage and all additional documents securing the Note, when executed and delivered by Mortgagor, will constitute the legal, valid and binding obligations of Mortgagor, and other obligors named therein, if any, in accordance with their respective terms; subject, however, to such exculpation provisions as may be hereinafter specifically set forth.
- (B) All other information, reports, papers, balance sheets, statements of profit and loss, and data given to Mortgagee, its agents, employees, representatives or counsel in respect to Mortgagor or other obligated under the terms of this Mortgage and all other documents securing the payment of the Note are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Mortgagee a true and accurate knowledge of the subject matter.
- (C) There is not now pending against or affecting Mortgagor or others obligated under the terms of this Mortgage and all other documents securing the payment of the Note, nor, to the knowledge of Mortgagor or others obligated under the terms of this Mortgage and all other documents securing the payment of the Note, is there threatened, any action, suit or proceeding at law or in equity or by or before any administrative agency which if adversely determined would materially impair or affect the financial condition or operation of Mortgagor or the Premises.

RESOLVED

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IN SENATE
January 11, 1901

REPORT OF THE
COMMISSIONERS OF THE
LAND OFFICE
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 10, 1899

ALBANY:
J. B. LIPPINCOTT COMPANY,
PRINTERS,
1901

ALBANY:
J. B. LIPPINCOTT COMPANY,
PRINTERS,
1901

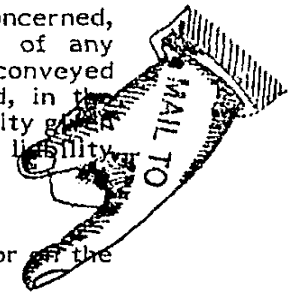
ALBANY:
J. B. LIPPINCOTT COMPANY,
PRINTERS,
1901

ALBANY:
J. B. LIPPINCOTT COMPANY,
PRINTERS,
1901

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IN WITNESS WHEREOF, this Mortgage is executed by RIVER FOREST STATE BANK AND TRUST COMPANY, 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 RIVER FOREST STATE BANK AND TRUST COMPANY 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 said Trustee or on said RIVER FOREST STATE BANK AND TRUST COMPANY personally to pay the Note or any interest that may accrue thereon, 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 Mortgagee and by every person now or hereafter claiming any right or security hereunder and that so far as said Trustee and said RIVER FOREST STATE BANK AND TRUST COMPANY 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, by action against any other security given to secure the payment of said Note and by action to enforce the personal liability of the guarantors of said Note.



IN WITNESS WHEREOF this mortgage is executed by Mortgagor on the _____ day and year first above written.

RIVER FOREST STATE BANK AND TRUST COMPANY, Trustee under a Trust Agreement dated June 27, 1986 and known as Trust Number 3206 and not personally

[Signature]
TRUST OFFICER

ATTEST:

BY: *[Signature]*
LOAN OFFICER

ITS: _____

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STATE OF ILLINOIS

COUNTY OF COOK

20 11 93 331 91

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT ANN C. CALATHAS and SUSAN HERBERT, who are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument as such TRUST OFFICER and LOAN OFFICER 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 Corporation as aforesaid, for the uses and purposes therein set forth.

86-601613

Given under my hand and Notarial Seal this 8th day of December, 19 86.

Evelyn C. Housinger
(Notary Public)

My Commission Expires April 13, 1988

(My Commission Expires)

Property of Cook County Clerk's Office

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1986

REC-1613

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STATE OF ILLINOIS

COUNTY OF COOK

IN SENATE,
January 10, 1906.

REPORT
OF THE
COMMISSIONERS OF THE
LAND OFFICE,
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 11, 1905.

Property of Cook County Clerk's Office