1111108-3/WPS/SSH 87436980 BOX 333 - TH

$18.00

PREPARED BY: + MAIL TO.
Sarah S. Hirsen, Esq.
Hinshaw, Culbertson, Moelmann,
Hoban & Fuller
69 West Washington Street
Chicago, Illinois 60602

71-22-721 DJ

ASSIGNMENT OF RENTS AND LESSOR'S
INTEREST IN LEASES

THIS ASSIGNMENT is made this 7th day of August, 1987, by CHRISTOPHER J. BURKE, a married man; THOMAS L. COX, a married man, and KARL D. FRITZ, a married man (known collectively as the "Borrower"), whose mailing address is 2700 N. Racine, Chicago, Ill. 60614, to and for the benefit of AETNA BANK, whose mailing address is 2401 North Halsted Street, Chicago, Illinois 60614 (the "Lender").

W I T N E S S E T H:

WHEREAS, the Borrower is the owner of the real estate described in Exhibit "A" attached hereto (the "Real Estate"); and

WHEREAS, the Borrower is or may be the Lessor under certain leases of the Real Estate; and

WHEREAS, the Borrower has concurrently herewith executed and delivered to the Lender a certain Note in the principal amount of TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($225,000.00) (the "Note") which is secured by a First Mortgage and Security Agreement of even date herewith (the "Mortgage") which conveys the Real Estate to the Lender.

NOW, THEREFORE, for the purpose of further securing payment of the indebtedness evidenced by the Note and the payment of all advances and other sums with interest thereon becoming due and payable to the Lender under the provisions hereof or of the Note and the Mortgage, or any sums secured by the Mortgage, and the performance and discharge of each and every obligation, covenant and agreement of the Borrower herein or arising from the Note and the Mortgage, and also in consideration of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged; it is hereby agreed as follows:

1. ASSIGNMENT CLAUSE. The Borrower, intending to be legally bound and in consideration of the making of the loan represented by the Note, does hereby sell, assign, transfer and set over unto the Lender all right, title and interest of the Borrower in and to all rents, issues and profits of the Real Estate, including but not limited to all right, title and interest of the Borrower in and to the leases and any leases which may be hereafter entered into for all or any portion of the Real Estate (the "Leases"), and any and all extensions and renewals thereof, and including any security

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deposits or interests therein now or hereafter held by the Borrower and the benefit of any guarantees executed in connection with any of the Leases. This Assignment is absolute and is effective immediately; however, until notice is sent by the Lender to the Borrower in writing that an event of default has occurred under the Note or under the Mortgage (the "Notice"), the Lender shall not exercise any rights granted to it hereunder and the Borrower may receive, collect and enjoy the rents, income and profits accruing from the Real Estate.

2. REPRESENTATIONS AND WARRANTIES. The Borrower hereby represents and warrants to the Lender that: (a) it has made no prior assignment or pledge of the rents assigned hereby or of the Borrower's interest in any of the Leases; (b) no default exists in any of the Leases and there exists no state of fact which, with the giving of Notice or lapse of time or both, would constitute a default under any of the Leases, and that the Borrower will fulfill and perform each and every covenant and condition of each of the Leases by the landlord thereunder to be fulfilled or performed, and at the sole cost and expense of the Borrower, enforce (short of termination of any of the Leases) the performance and observance of each and every covenant and condition of all such Leases by the tenants thereunder to be performed and observed; (c) none of the Leases have been modified or extended; (d) the Borrower is the sole owner of the landlord's interest in the Leases; (e) the Leases are valid and enforceable in accordance with their terms; and (f) no prepayment of any installment of rent for more than one (1) month due under any of the Leases has been received by the Borrower.

3. NEGATIVE COVENANTS OF BORROWER. The Borrower will not, without Lender's prior written consent, (a) execute an assignment or pledge of the rents from the Real Estate or any part thereof, or of the Borrower's interest in any of the Leases, except to the Lender; (b) modify, extend or otherwise alter the terms of any of the Leases; (c) accept prepayments of any installments of rents to become due under any of the Leases for more than one (1) month; (d) execute any lease of all or a substantial portion of the Real Estate except for actual occupancy by the tenant thereunder; (e) in any manner impair the value of the Real Estate; or (f) permit the Leases to become subordinate to any lien other than a lien created by the Mortgage or a lien for general real estate taxes not delinquent.

4. AFFIRMATIVE COVENANTS OF BORROWER. The Borrower will at its sole cost and expense (a) at all times promptly and faithfully abide by, discharge or perform all of the covenants, conditions and agreements contained in the Leases; (b) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the tenants to be kept and performed; (c) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of the Borrower, as landlord, and of the tenants thereunder, and pay all costs and expenses of the Bor-

rower, including reasonable attorneys' fees in any such action or proceeding in which the Lender may appear; (d) transfer and assign to the Lender any and all Leases subsequently entered into, upon the same terms and conditions as are herein contained, and made, execute and deliver to the Lender upon demand any and all instruments required to effectuate said assignment; (e) furnish to the Lender, within ten (10) days after a request by the Lender to do so, a written statement containing the names of all tenants of the Real Estate or any part thereof, the terms of their respective Leases, the spaces occupied and the rentals payable thereunder; (f) exercise within five (5) days of the demand therefor by the Lender any right to request from the tenants under any of the Leases a certificate with respect to the status thereof; (g) furnish the Lender promptly with copies of any notices of default which the Borrower may at any time forward to any tenant of the Real Estate or any part thereof; and (h) pay immediately upon demand all sums expended by the Lender under the authority hereof, together with interest thereon at the default rate provided in the Note.

5. AGREEMENT OF BORROWER.

(a) Should the Borrower fail to make any payment or to do any act as herein provided for, then the Lender, but without obligation so to do, and without releasing the Borrower from any obligation hereof, may make or do the same in such manner and to such extent as the Lender may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Lender, and also the right to perform and discharge each and every obligation, covenant and agreement of the Borrower in the Leases contained, and in exercising any such powers to incur and pay necessary costs and expenses, including reasonable attorneys' fees, all at the expense of the Borrower.

(b) This Assignment shall not operate to place responsibility for the control, management, care and/or repair of the Real Estate upon the Lender and the Lender shall not undertake to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Leases, or under or by reason of this Assignment, and the Borrower shall and does hereby agree to indemnify and to hold Lender harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases, except any such claims or demands resulting from the acts of actions of the Lender. Should the Lender incur any such liability, loss or damage under the

Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and the Borrower shall reimburse the Lender therefor with interest at the default rate provided in the Note immediately upon demand.

(c) Nothing herein contained shall be construed as constituting the Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Real Estate by the Lender, pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted the Lender, no liability shall be asserted or enforced against the Lender, all such liability being expressly waived and released by the Borrower.

(d) A demand on any tenant by the Lender for the payment of the rent on any default claims by Lender shall be sufficient warrant to the tenant to make future payment of rents to the Lender without the necessity for further consent by the Borrower.

(e) The Borrower does further specifically authorize and instruct each and every present and future tenant of the whole or any part of the Real Estate to pay all unpaid rental agreed upon in any tenancy, including but not limited to any base rent, percentage rent, real estate taxes and operating expenses, to the Lender upon receipt of demand from the Lender to pay the same, and the Borrower hereby waives any right, claim or demand it may now or hereafter have against any such tenant by reason of such payment of rentals to the Lender or compliance with other requirements of the Lender pursuant to this Assignment.

(f) The Borrower hereby irrevocably appoints the Lender as its true and lawful attorney with full power of substitution and with full power for Lender in its own name and capacity or in the name and capacity of Borrower, from and after the service of the Notice of any default not having been cured, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Real Estate, and at the Lender's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or otherwise, which the Lender may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Tenants of the Real Estate are hereby expressly authorized and directed to pay any and all amounts due the Borrower pursuant to the Leases directly to the Lender or such nominee as the Lender may designate in writing delivered to and received by such tenants who are expressly relieved of any and all duty, liability or obligation to the Borrower in respect of all payments so made.

6. DEFAULT. Upon, or at any time after, default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant, or agreement herein or in the Note or the Mortgage, the Lender may, at its option, from and after the Notice and expiration of any applicable period of grace, if any, and without regard to the adequacy of the security for the indebtedness hereby secured, either in person, or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate the Real Estate or any part thereof; and do any acts which the Lender deems proper to protect the security hereof; and either with or without taking possession of the Real Estate, in the name of the Borrower or in its own name sue for or otherwise collect and receive such rents, issues, profits and advances, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including, but not limited to, reasonable attorneys' fees, management fees and brokers' commissions, upon any indebtedness secured hereby, and in such order as the Lender may determine. The Lender reserves, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted, and shall not be accountable for more monies than it actually receives from the Real Estate. The entering upon and taking possession of the Real Estate or the collection of such rents, issues, profits and advances and the application thereof, as aforesaid, shall not cure or waive any default under the Mortgage or the Note. The Borrower agrees that it will facilitate in all reasonable ways the Lender's collection of the rents, and will, upon request by the Lender, promptly execute a written notice to each tenant directing the tenant to pay rent to the Lender.

7. LENDER'S RIGHT TO EXERCISE REMEDIES. No remedy conferred upon or reserved to the Lender herein or in the Mortgage or the Note or in any other agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy, and all representations herein and in the Note or the Mortgage contained, shall be cumulative and concurrent, and shall be in addition to every other remedy given hereunder and thereunder or now or hereafter existing at law or in equity or by statute. The remedies may be pursued singly, successively or together against the Borrower and/or the Real Estate at the sole discretion of the Lender. No delay or omission of the Lender to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence therein, and every power and remedy given by this Assignment to the Lender may be exercised from time to time as often as may be deemed expedient by the Lender.

8. DEFEASANCE. Upon payment in full of all indebtedness secured hereby and the compliance with all obligations, covenants and agreements herein and in the Note and the Mortgage, this Assign-

ment shall become and be void and of no effect, but the affidavit of any officer of the Lender showing any part of the indebtedness remaining unpaid or showing non-compliance with any such terms or conditions shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon.

9. MISCELLANEOUS.

(a) This Assignment may not be modified, amended, discharged or waived orally, except by an agreement in writing and signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought.

(b) The covenants of this Assignment shall bind the Borrower, the successors and assigns of the Borrower, all present and subsequent encumbrances, tenants and subtenants of the Real Estate or any part thereof, and shall inure to the benefit of the Lender, its successors and assigns.

(c) As used herein the singular shall include the plural as the context requires, and all obligations of each Borrower shall be joint and several.

(d) The article headings in this instrument are used for convenience in finding the subject matters, and are not to be taken as part of this instrument, or to be used in determining the intent of the parties or otherwise in interpreting this instrument.

(e) In the event any one or more of the provisions contained in this Assignment or in the Note, or in the Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Lender, not affect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

(f) This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

(g) Each Notice given pursuant to this Assignment shall be sufficient and shall be deemed served if mailed postage prepaid, certified or registered mail, return receipt requested, to the above-stated address of the Borrower, or to such other address as the Borrower may request in writing. Any time period provided in the giving of Notice hereunder shall commence upon the date such Notice is deposited in the mail.

(h) The terms "Borrower" and "Lender" shall be construed to include the heirs, personal representatives, successors and

assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed the day and year first above written.

BORROWER:

CHRISTOPHER J. BURKE

THOMAS L. COX

KARL D. FRITZ

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, LLOYD GUSSIS, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that CHRISTOPHER J. BURKE, THOMAS L. COX, and KARL D. FRITZ, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of August, 1987.

Notary Public

My Commission Expires:
10/20/89

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

LOTS 5 AND 6 IN THE SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF BLOCK 8 IN THE SUBDIVISION OF BLOCK 44 IN SHEFFIELD'S ADDITION IN THE SOUTH WEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(COMMONLY KNOWN AS 2700-2702 N. RACINE AVENUE, CHICAGO, IL 60614)

PERMANENT INDEX NO.: 14-29-306-037-0000 -LOT-5
14-29-306-038-0000 LOT-6

FBO

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30.00

PREPARED BY: + MAIL TO:
Sarah S. Hirsen, Esq.
Hinshaw, Culbertson, Moelmann,
Hoban & Fuller
69 West Washington Street
Chicago, Illinois 60602

71-22-721 DI

FIRST MORTGAGE AND SECURITY AGREEMENT

THIS FIRST MORTGAGE AND SECURITY AGREEMENT made this 7th day of August, 1987, between CHRISTOPHER J. BURKE, a married man; THOMAS J. COX, a married man; and KARL D. FRITZ, a married man (known collectively as the "Mortgagor"), and AETNA BANK, with its principal place of business located at 2401 North Halsted, Chicago, Illinois (the "Mortgagee").

W I T N E S S E T H:

WHEREAS, Mortgagor is indebted to Mortgagee for money borrowed in the principal sum of TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($225,000.00) evidenced by an installment note, hereinafter designated as the "Note", dated August 7, 1987, payable to the order of Mortgagee at its principal office aforesaid in the above stated principal sum, duly delivered to Mortgagee and drawing interest on the unpaid balance of principal from date until maturity at the rate set forth in Note, the principal and interest being payable in installments as set forth in Note, with the unpaid principal balance and accrued interest due and payable on the 1st day of September, 1988, as will more fully appear by reference to the Note.

GRANTING CLAUSES

NOW, THEREFORE, to secure the payment of the principal and interest payable under the Note, and to secure payment of all other sums which may be at any time due and owing to the Mortgagee or its successors and assigns under this Mortgage (herein referred to collectively as the "Indebtedness"); and to secure the performance and observance of all the covenants, agreements and provisions contained in the Note, this Mortgage, and any and all other documents executed and delivered to secure the Indebtedness (collectively the "Other Loan Documents"), and to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor has mortgaged, granted, bargained, sold, conveyed, assigned, transferred,

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This property does not constitute homestead property.

shelving, sinks, security systems, toilets, ventilators, wall coverings, washers, windows, window covering, wiring and all extensions, renewals or replacements thereof or substitutions therefor or additions thereto, whether or not the same are or shall be attached to the Land or the Improvements in any manner

(the "Fixtures"); it being agreed that all of said property owned by the Mortgagor and placed on the Land or on or in the Improvements (whether affixed or annexed thereto or not) shall, so far as permitted by law, conclusively be deemed to be real property and conveyed hereby for purposes of this Mortgage;

Together with all existing and future goods and items of personal property located on the Land or in the Improvements which are now or in the future owned by the Mortgagor and used, usable or obtained for use in connection with the Land or the Improvements or any present or future operation, occupancy, maintenance or leasing thereof, or any construction on or at the Land or the Improvements, but which are not effectively made Fixtures; including, but not limited to, building materials, supplies, equipment and inventories located on the Premises or elsewhere and all extensions, renewals or replacements thereof or substitutions therefor or additions thereto (the "Personal Property");

Together with all right, title and interest which the Mortgagor now has or hereafter may acquire in and to all leases and other agreements now or hereafter entered into for the occupancy or use of the Land, the Appurtenant Rights, the Improvements, the Fixtures and the Personal Property (herein collectively referred to as the "Premises") or any portion thereof, whether written or oral (herein collectively referred to as the "Leases") and all right, title and interest which the Mortgagor now has or hereafter may acquire in and to any bank accounts, security deposits, and any and all other amounts held as security under the Leases, reserving to the Mortgagor any statutory rights;

Together with all proceeds of the foregoing, including without limitation any and all Awards and Insurance Proceeds, as hereinafter respectively defined, or proceeds of any sale, option or contract to sell the Premises or any portion thereof (provided that no right, consent or authority to sell the Mortgaged Property or any portion thereof shall be inferred or deemed to exist by reason hereof); and the Mortgagor hereby authorizes, directs and empowers the Mortgagee, at its option, on the Mortgagor's behalf, or on behalf of the successors or assigns of the Mortgagor, to adjust, compromise, claim, collect and receive such proceeds; to give deducting expenses and acquittances therefor; and, after deducting expenses of collection, including reasonable attorneys' fees, costs and disbursements, to apply the Net Proceeds, as hereinafter defined, to the extent not utilized for the Restoration of the Mortgaged Property as provided in Section 6 hereof, upon the Indebtedness as provided herein, notwithstanding the fact that the same may not then be due and payable or that the Indebtedness is otherwise adequately secured; and the Mortgagor agrees to execute and deliver from time to time such further instruments as may be requested by the Mortgagee to confirm such assignment to the Mortgagee of any such proceeds;

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Together with all estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the Mortgagor now has or hereafter may acquire of, in and to the Premises, or any part thereof, and any and all other property of every kind and nature from time to time hereafter (by delivery or by writing of any kind) conveyed, pledged, assigned or transferred as and for additional security hereunder by the Mortgagor or by anyone on behalf of the Mortgagor to the Mortgagee;

To have and to hold the Mortgaged Property, unto the Mortgagee, and its successors and assigns, IN FEE SIMPLE forever.

Subject to the covenants and conditions hereinafter set forth.

Provided, nevertheless, that if the Mortgagor shall pay in full when due the indebtedness and shall duly and timely perform and observe all of the covenants and conditions herein required to be performed and observed by the Mortgagor, then the Mortgagee shall execute and deliver to the Mortgagor such instruments as may be reasonably requested by the Mortgagor which are sufficient to release this Mortgage.

Notwithstanding any provision hereof to the contrary, this Mortgage shall secure all future advances made in connection with the Mortgaged Property within forty (40) years from the date hereof, whether such advances are obligatory or are made at the option of the Mortgagee or otherwise and whether or not such advances are evidenced by the Note, to the same extent as if such advances were made on the date of execution and delivery hereof, with interest on such future advances at the Default Rate set forth in the Note (the "Default Rate"); provided that the aggregate outstanding balance of the Indebtedness Hereby Secured shall at no time exceed TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($225,000.00). All covenants, warranties and agreements contained in this Mortgage shall be equally applicable to future advances.

THE MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

SECTION 1

Payment of Indebtedness; Performance of Covenants, Maintenance, Repair, Compliance with Law, Use, Etc.

(a) The Mortgagor shall (i) pay the Indebtedness when due; (ii) duly and punctually perform and observe all of the covenants and conditions to be performed or observed by the Mortgagor as provided in the Note, this Mortgage, the Construction Loan Agreement and the Other Loan Documents.

(b) The Mortgagor shall (i) promptly repair, restore, replace or rebuild any portion of the Premises which may be damaged or destroyed; (ii) keep the Premises in good condition and repair, free from waste; (iii) pay all operating costs and expenses of the Premises when due; and (iv) comply with all legal requirements applicable to all or any portion of the Premises, or the use and occupancy thereof.

(c) Without the prior written consent of the Mortgagee, the Mortgagor shall not cause, suffer or permit (i) any material alteration of the Premises, except as required by any applicable legal requirement; or (ii) any change in the intended use or occupancy of the Premises.

SECTION 2
Liens, Taxes, Contest and Defense of Title

(a) The Mortgagor shall not create or suffer or permit any lien, charge or encumbrance to attach to or be filed against the Mortgaged Property, or any part thereof.

(b) The Mortgagor shall pay or cause to be paid when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever levied or assessed against the Mortgaged Property ("Taxes").

(c) If the lien and security interest of the Mortgagee in or to the Mortgaged Property, or any part thereof, shall be endangered or shall be attacked, directly or indirectly, the Mortgagor shall immediately notify the Mortgagee and shall appear in and defend any action or proceeding purporting to affect the Mortgaged Property, or any part thereof, and shall file and prosecute such proceedings and take all actions necessary to preserve and protect such title, lien and security interest in and to the Mortgaged Property.

SECTION 3

Change in Tax Laws

If, by the laws of the United States of America, or of any state or municipality having jurisdiction over the Mortgagee, the Mortgagor or the Mortgaged Property, any tax is imposed or becomes due in respect of the Note or this Mortgage, or any liens on the Mortgaged Property created thereby, then the Mortgagor shall pay such tax in the manner required by such law.

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SECTION 4

Insurance Coverage

(a) The Mortgagor at its sole expense shall continuously maintain in force with respect to the Premises such casualty, liability ' and other insurance coverages as the Mortgagee may reasonably require.

(b) All Insurance Policies shall be with such companies, for such term, and in such form and content, as may be satisfactory to the Mortgagee. The casualty insurance policies must include a standard non-contributory mortgagee loss payable clause in favor of the Mortgagee, as its interest may appear. Any liability insurance policy shall name the Mortgagee as an "additional insured". All insurance policies shall contain a provision that the Mortgagee shall receive not less than thirty (30) days prior written notice before any expiration, cancellation or modification of, or material reduction in coverage under, such policies shall become effective and shall provide that no claims shall be paid thereunder without at least ten (10) days prior written notice to the Mortgagee. In all cases the Mortgagor shall immediately give notice to the Mortgagee of any notice received by the Mortgagor of any expiration, cancellation or modification of, or material reduction in coverage under, any such policy.

(c) All insurance premiums shall be paid in full in advance prior to the due date and duplicate originals of all Insurance Policies with premiums prepaid (accompanied by paid premium receipts) shall be delivered to the Mortgagee prior to the initial disbursement of the loan proceeds and thereafter, in the case of Insurance Policies about to expire, not less than thirty (30) days prior to such expiration date.

SECTION 5

Deposits for Taxes and Insurance Premiums

(a) To assure the payment of Taxes and of all premiums for Insurance Policies required to be maintained hereunder ("Premiums"), as and when the same shall become due and payable, the Mortgagor shall deposit with the Mortgagee (or such other depositary as the Mortgagee shall direct) on each monthly payment date under the Note an amount equal to one-twelfth (1/12) of the Taxes and Premiums to become due upon or with respect to the Premises; provided that for the first such deposit, the Mortgagor shall deposit an amount which, when added to the aggregate amount of monthly deposits to be made hereunder will provide (without interest) a sufficient fund to pay such Taxes and Premiums one month prior to the date when they are due and payable. The amounts of such deposits (herein generally called "Tax and

Insurance Deposits") shall be based upon the Mortgagee's estimate as to the amount of Taxes and Premiums to become due. All Tax and Insurance Deposits shall be held in a non-interest bearing account.

(b) If the total Tax and Insurance Deposits on hand shall not be sufficient to pay all of the Taxes and Premiums when the same shall become due, then the Mortgagor shall pay to the Mortgagee, on demand, the amount necessary to make up the deficiency.

SECTION 6

Casualty Loss; Proceeds of Insurance

(a) The Mortgagor will give the Mortgagee prompt written notice of any loss or damage to the Premises, or any part thereof, by fire or other casualty.

(b) In case of loss or damage covered by any one of the Insurance Policies, the Mortgagee is hereby authorized to settle and adjust any claim under such Insurance Policies (and after the entry of a decree of foreclosure, or a sale or transfer pursuant thereto or in lieu thereof, the decree creditor or such purchaser or transferee, as the case may be are hereby authorized to settle and adjust any claim under such Insurance Policies) without the consent of the Mortgagor; and the Mortgagee shall, and is hereby authorized to, collect and receipt for any and all proceeds payable under such Insurance Policies ("Insurance Proceeds"). All costs and expenses incurred by the Mortgagee in the adjustment and collection of any such Insurance Proceeds (including without limitation reasonable attorneys' fees and expenses) shall be so much additional Indebtedness, and shall be reimbursed to the Mortgagee upon demand or may be paid and deducted by the Mortgagee from such Insurance Proceeds prior to any other application thereof. Each insurance company which has issued an Insurance Policy covering any loss or damage to the Premises (including without limitation loss of rents or business interruption coverage) is hereby authorized and directed to make payment for all losses covered by an Insurance Policy to the Mortgagee alone, and not to the Mortgagee and the Mortgagor jointly.

(c) All Insurance Proceeds shall at the option of the Mortgagee be applied to the prepayment of the Indebtedness whether or not then due, or to the restoration, repair, replacement or rebuilding of the Premises ("Restoration") as provided herein.

(d) So long as any Indebtedness shall be outstanding and unpaid, and whether or not Insurance Proceeds are sufficient or available therefor, the Mortgagor shall promptly commence and complete with all reasonable diligence the Restoration of the Premises as nearly as possible to the same value, condition and

character which existed immediately prior to such loss or damage in accordance with plans and specifications approved by the Mortgagee for any Restoration involving costs in excess of $25,000.00 ("Restoration Plans") and in compliance with all legal requirements.

SECTION 7

Condemnation and Eminent Domain

(a) Any and all awards (the "Awards") heretofore or hereafter made or to be made to the Mortgagor (or any subsequent owner of the Premises, or any part thereof), by any governmental or other lawful authority for the taking, by condemnation or eminent domain, of all or any part of the Premises (including any award from the United States government at any time after the allowance of a claim therefor, the ascertainment of the amount thereto, and the issuance of a warrant for payment thereof), are hereby assigned by the Mortgagor to the Mortgagee, which Awards the Mortgagee is hereby authorized to collect and receive from the condemnation authorities, and the Mortgagee is hereby authorized to appear in and prosecute in its own name or in the name of the Mortgagor any action or proceeding to enforce any such cause of action and to make any compromise or settlement in connection therewith and to give appropriate receipts and acquittances therefor in the name and in behalf of the Mortgagor. The Mortgagor shall give the Mortgagee immediate notice of the actual or threatened commencement of any condemnation or eminent domain proceedings affecting all or any part of the Premises and shall deliver to the Mortgagee copies of any and all papers served in connection with any such proceedings. All costs and expenses incurred by the Mortgagee in the adjustment and collection of any such Awards (including without limitation reasonable attorneys' fees and expenses) shall be so much additional Indebtedness, and shall be reimbursed to the Mortgagee upon demand or may be paid and deducted by the Mortgagee from any Award prior to any other application thereof. The Mortgagor further agrees to make, execute and deliver to the Mortgagee, at any time upon request, free, clear, and discharged of any encumbrance of any kind whatsoever (other than Permitted Encumbrances), any and all further assignments and other instruments deemed necessary by the Mortgagee for the purpose of validly and sufficiently assigning all Awards and other compensation heretofore and hereafter made to the Mortgagor for any taking, either permanent or temporary, under any such proceeding.

(b) The proceeds of any such Awards shall at the option of the Mortgagee be applied to the prepayment of the Indebtedness whether or not then due or to the Restoration of the Premises as provided in Section 6.

(c) So long as any Indebtedness shall be outstanding and unpaid, and whether or not Awards are sufficient or available therefor, the Mortgagor shall promptly commence and complete with all reasonable diligence the Restoration of the portion of the Premises not so taken as nearly as possible to the same value, condition and character, which existed immediately prior to such taking in compliance with all legal requirements. Any Restoration of the Premises involving costs in excess of $25,000.00 shall be effected in accordance with Restoration Plans to be first submitted to and approved by the Mortgagee.

SECTION 8

Mortgagee's Performance of Mortgagor's Obligations

(a) In case of any Event of Default hereunder, the Mortgagee may, but without any obligation to do so, make any payment or perform any act which the Mortgagor is required to make or perform hereunder in any form and lawful manner deemed expedient to the Mortgagee. The Mortgagee, in addition to any rights or powers granted or conferred hereunder but without any obligation to do so, may rent, operate, and manage the Premises, so that the Premises shall be operational and useable for their intended purposes. All monies paid, and all expenses paid or incurred in connection therewith, including but not limited to costs of surveys, evidence of title, court costs and attorneys' fees and expenses and other monies advanced by the Mortgagee to protect the Premises and the lien hereof, to rent, operate and manage the Premises or to pay any such operating costs and expenses thereof or to keep the Premises operational and useable for their intended purposes shall be so much additional Indebtedness, and shall become immediately due and payable on demand, and with interest thereon at the Default Rate specified herein.

(b) Nothing contained herein shall be construed to require the Mortgagee to advance or expend monies for any purpose mentioned herein, or for any other purpose.

SECTION 9

Security Agreement

(a) This Mortgage is also a security agreement and financing statement under the Uniform Commercial Code of Illinois (the "Uniform Commercial Code") with respect to the Mortgaged Premises (except for the Land, the Improvements and Fixtures which cannot be severed from the Premises without causing structural damage) (the "Collateral"), including without limitation any Personal Property, which Personal Property may not be deemed to be affixed to the Land or Improvements or may not constitute a "fixture", within the meaning of Section 9-313 of the Uniform Commercial

Code and all replacements, substitutions for and additions to such Personal Property, and the proceeds thereof, and that a security interest in and to the Collateral is hereby granted to the Mortgagee, as collateral security for the payment of the Indebtedness. All of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Mortgagee Property; and the following provisions of this Section shall not limit the applicability of any other provisions of this Mortgage but shall be in addition thereto.

This Mortgage also constitutes a fixture filing under the Uniform Commercial Code.

(b) The names and addresses of the Mortgagor, as debtor and of the Mortgagee as secured party for the purposes of the Uniform Commercial Code are set forth in Section 24 hereof.

(c) The Mortgagor is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof and Permitted Encumbrances.

(d) The Collateral will be kept at the Land, will be used by the Mortgagor solely for business purposes, and, except for Collateral which has become obsolete (the "Obsolete Collateral"), will not be removed therefrom without the consent of the Mortgagee. The Personal Property constituting the Collateral may be affixed to the Land or the Improvements but will not be affixed to any other real estate.

(e) No financing statement covering any of the Collateral or any proceeds thereof is on file in any public office. The Mortgagor will at its own cost and expense, upon demand, furnish to the Mortgagee such further information and will execute and deliver to the Mortgagee such financing statements, continuation statements and other documents in a form satisfactory to the Mortgagee and will do all such acts and things as the Mortgagee may at any time or from time to time request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness, and the Mortgagor will pay any fee, tax, charge or other cost of filing or recording such financing statements, continuation statements or other documents, in all public offices wherever filing or recording is deemed by the Mortgagee to be necessary or desirable.

(f) The Mortgagee shall have all the rights and remedies of a secured party under the Uniform Commercial Code upon the occurrence of an Event of Default hereunder, including without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof to the extent and in the manner permitted by applicable law.

SECTION 10

Restrictions on Transfer

For the purpose of protecting Mortgagee's security, and keeping the Premises free from subordinate financing liens, Mortgagor agrees that it will not:

(a) sell, transfer or convey title to the Premises, or the beneficial interest in any trust holding title to the Premises, or the partnership interests of any partnership or the stock in any corporation holding title to the Premises or owning the beneficial interest in any trust holding title to the Premises; or

(b) obtain any financing, all or a part of which, will be secured by the Premises or by an assignment of the beneficial interest in any trust holding title to the Premises, or the partnership interests of any partnership or the stock in any corporation holding title to the Premises or owning the beneficial interest in any trust holding title to the Premises; without the Mortgagee's prior written consent, and upon the happening of any such event without the written consent of the Mortgagee shall be an event of default hereunder.

Nothing herein contained shall require Mortgagee to consent to any transfer of the above interests but Mortgagee may require that the entire unpaid principal balance of the debt, with accrued interest thereon, evidenced by Note and secured by this Mortgage to be paid in full.

SECTION 11

Events of Default, Remedies

(a) Any one or more of the following events shall constitute an Event of Default under this Mortgage:

(i) If any payment on the Note or deposit of monies required under this Mortgage is not made within fifteen (15) days after the due date; or

(ii) If the Mortgagor shall fail to maintain the insurance coverages in effect as required in Section 4 hereof and such failure shall continue for two (2) business days after written notice of such failure has been received by the Mortgagor from the Mortgagee; or

(iii) If a Prohibited Transfer shall occur as set forth in Section 10 hereof; or

(iv) If any representation or warranty made by the Mortgagor pursuant to or in connection with this Mortgage shall prove to be untrue or incorrect in any material respect; or

(v) If a final judgment or judgments for the payment of money (which payment has not been insured against) aggregating in excess of $25,000.00 is or are outstanding against the Mortgagor or any guarantor of the Note (the "Guarantors") or against any of the properties or assets of the Mortgagor or the Guarantors and any one of such judgments has remained unpaid, unvacated, unbonded or unstayed by appeal or otherwise for a period of thirty (30) days from the date of its entry; or

(vi) If a proceeding is instituted seeking a decree or order for relief in respect of the Mortgagor or any of the Guarantors in any voluntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or State bankruptcy, insolvency or other similar law now or hereafter in effect, or for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Mortgagor or of any of the Guarantors, or for any substantial part of the property of the Mortgagor or any of the Guarantors, or for the winding-up or liquidation of the business or affairs of the Mortgagor or any of the Guarantors and such proceeding shall remain undismissed or unstayed and in effect for a period of sixty (60) consecutive days, or a decree or order shall be entered granting the relief sought in such proceeding; or

(vii) If the Mortgagor or any of the Guarantors shall generally fail to pay, or admit an inability to pay its debts as they become due or shall voluntarily commence proceedings under the Federal bankruptcy laws, as now or hereafter constituted, or any bankruptcy, insolvency or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Mortgagor or any of the Guarantors or shall take any action in furtherance of any of the foregoing; or

(viii) If any default shall occur in the due and punctual performance of, or compliance with any of the terms, covenants, conditions or agreements contained herein [other than as described in the preceding

clauses (i) through (vii) of this paragraph (a) of Section 11] and the continuance of such default for thirty (30) days after notice thereof shall be given to the Mortgagor by the Mortgagee, provided that if any default referred to in this paragraph (viii) cannot be cured with diligence within said thirty (30) day period, the Mortgagor shall have such additional time [but not in excess of ninety (90) additional days] as may be required to cure such default so long as the Mortgagor commences and diligently pursues all actions necessary to effect such cure.

(b) Upon the occurrence of any Event of Default hereunder 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 other right of the Mortgagee hereunder to do any or all of the following without notice to or demand upon the Mortgagor or any party liable for the obligations secured hereby or having an interest in the Mortgaged Property:

(i) To declare, without further notice, all Indebtedness to be immediately due and payable with interest thereon at the Default Rate;

(ii) To commence a judicial action to foreclose this Mortgage;

(iii) To exercise any right, power or remedy provided by this Mortgage or the Note or by law or in equity or by any other document or instrument regulating, evidencing, securing or guarantying any of the Indebtedness.

SECTION 12

Foreclosure

(a) In any proceeding for the foreclosure of the lien hereof, there shall be allowed and included as additional Indebtedness, all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for attorneys' fees, fees of other professionals, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all title searches and title insurance policies. All expenditures and expenses of the nature mentioned herein, and such other expenses and fees as may be incurred in the protection of the Mortgaged Property, shall be so much additional Indebtedness and shall be immediately due and payable by the Mortgagor, with interest thereon at the Default Rate until paid.

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(b) The foreclosure of this Mortgage on less than the whole of the Mortgaged Property shall not exhaust the right to foreclose hereunder and the lien and security interests herein granted, and the Mortgagee is specifically empowered to institute successive foreclosures hereunder until the whole of the Mortgaged Property shall be sold. If the proceeds of any such sale of less than the whole of the Mortgaged Property shall be less than the aggregate of the Indebtedness and the expenses of such proceedings, this Mortgage and the lien and security interests hereof shall remain in full force and effect as to the unsold portion of the Mortgaged Property just as though no sale had been made. The Mortgagor shall never have any right to require the sale or sales of less than the whole of the Mortgaged Property, or to require the marshalling thereof. The Mortgagee shall have the right, at its sole election, to sell less than the whole of the Mortgaged Property.

SECTION 13

Receiver

The Mortgagee shall have the right, with the irrevocable consent of the Mortgagor hereby given and evidenced by the execution of this Mortgage, to obtain appointment of a receiver for the Mortgaged Property. Such appointment may be made at any time after the occurrence of any Event of Default and before or after foreclosure sale, without notice, and the Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver.

SECTION 14

Proceeds of Sale

The proceeds of any foreclosure of the Mortgaged Property, or any portion thereof, shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure or other proceedings for the recovery thereof, including all such items as are mentioned in Section 15 hereof; Second, to the payment and performance of any other obligations of the Mortgagor secured hereby, including without limitation all other items which, under the terms hereof, constitute Indebtedness in addition to that evidenced by the Note with interest thereon at the Default Rate in such order and manner as the Mortgagee shall determine; Third, to the interest remaining unpaid upon the Note; Fourth, to the principal remaining unpaid upon the Note; and Fifth, any balance remaining to the Mortgagor.

SECTION 15

Waiver of Right to Redemption and Other Rights

To the fullest extent permitted by law, the Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under the Mortgagor and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of the Mortgagor and of all other persons are and shall be deemed to be hereby waived to the fullest extent permitted by applicable law. To the fullest extent permitted by law, the Mortgagor, for itself and all who may at any time claim through or under it, hereby waives any and all right to have the assets subject to the lien of this Mortgage marshalled upon any foreclosure or sale. The Mortgagor hereby fully and absolutely waives and releases all rights and claims the Mortgagor may have in and to the Premises as a homestead exemption or other exemption under and by virtue of any act of Illinois now existing or which may hereafter be passed in relation thereto.

SECTION 16

Rights Cumulative

(a) Each right, power and remedy herein conferred upon the Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter provided by law or in equity, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Mortgagee.

(b) No waiver or modification of any of the terms of this Mortgage shall be binding on the Mortgagee unless set forth in writing signed by the Mortgagee and any such waiver by the Mortgagee of any default by the Mortgagor under this Mortgage shall not constitute a waiver of any other default under the same or any other provision hereof.

SECTION 17

Successors and Assigns

(a) This Mortgage and each and every provision hereof shall be binding upon the Mortgagor and its successors and assigns (including, without limitation, each and every record owner from time to time of the Mortgaged Property or any other person having an interest therein), and shall inure to the benefit of the Mortgagee and its respective successors and assigns.

(b) All of the covenants of this Mortgage shall run with the Land and be binding on any successor owners of the Land. In the event that the ownership of the Premises or any portion thereof becomes vested in a person or persons other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest of the Mortgagor with reference to this Mortgage and the Indebtedness in the same manner as with the Mortgagor without in any way releasing or discharging the Mortgagor from its obligations hereunder.

(c) No successor to the rights, titles, interests, duties, discretions and options of the Mortgagee hereunder have any liability for any acts or omissions of any prior Mortgagee.

SECTION 18

Execution of Separate Security Agreements, Financing Statements, Etc.

The Mortgagor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, conveyances, notes, mortgages, security agreements, financing statements and assurances as the Mortgagee shall require for the better assuring, conveying, mortgaging, assigning and confirming unto the Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by the Mortgagor or hereafter acquired.

SECTION 19

Governing Law; Invalidity of Certain Provisions

(a) This Mortgage shall be construed and enforced according to the laws of Illinois, without reference to the conflicts of law principles of that State.

(b) The whole or partial invalidity, illegality or unenforceability of any provision hereof at any time, whether under the terms of then applicable law or otherwise, shall not affect (i) in the case of partial invalidity, illegality or unenforceability, the validity, legality or enforceability of such provision at such time except to the extent of such partial invalidity, illegality or unenforceability; or (ii) the validity, legality or enforceability of such provision at any other time or of any other provision hereof at that or any other time.

SECTION 20

Loan Legal

The Mortgagee declares, represents, warrants, certifies and agrees that the proceeds of the Note will be used solely for

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business purposes and that the loan is exempt from interest limitations pursuant to the provisions of Illinois Revised Statutes, Chapter 17, Section 6404 and is an exempted transaction under the Truth in Lending Act, 15 U.S.C. Section 1601 et. seq.

All rights, remedies and powers provided by this Mortgage may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law, and all the provisions of this Mortgage are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Mortgage invalid or unenforceable under the provisions of any applicable law.

SECTION 21

Inspection of Premises and Records

The Mortgagee and its representatives and agents shall have the right to inspect the Premises and all books, records and documents relating thereto at all reasonable times, and access thereto, subject to the rights of tenants pursuant to leases, the form of which have been approved by the Mortgagee, shall be permitted for that purpose. The Mortgagor shall keep and maintain full and correct books and records showing in detail the income and expenses of the Premises and, within twenty (20) days after demand therefor by the Mortgagee to permit the Mortgagee or its agents to examine such books and records and all supporting vouchers and data at any time and from time to time on request at its offices at the address hereinafter identified or at such other location as may be mutually agreed upon.

SECTION 22

Time is of the Essence

Time is of the essence of this Mortgage and the Note.

SECTION 23

Captions and Pronouns

The captions and headings of the various Sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

SECTION 24

Notices

Any notice, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if and when personally delivered, or, if sent by private courier service or sent by overnight mail service, shall be deemed to have been given if and when received (unless addressee refuses to accept delivery, in which case it shall be deemed to have been given when first presented to the addressee for acceptance) or on the third (3rd) Business Day after being deposited in United States registered or certified mail, postage prepaid. Any such notice, demand or other communication shall be addressed to a party at its address set forth below or to such other address the party to receive such notice may have designated to all other parties by notice in accordance herewith:

If to the Mortgagee: Aetna Bank
2401 North Halsted
Chicago, Illinois 60614

If to the Mortgagor: Christopher J. Burke
1144 Wrightwood
Chicago, Illinois 60614

Thomas L. Cox
2052 Lincoln Park West
Chicago, Illinois 60614

Karl D. Fritz
5020 W. Ainslie
Chicago, Illinois 60630

SECTION 25

Performance of Obligations Under Commitment

Prior to the execution of this Mortgage, Mortgagee has heretofore issued its Loan Commitment dated August __, 1987, pertaining to the Premises, which has been accepted by the party named therein. Mortgagor hereby covenants and agrees to comply with all of the terms and conditions of said Commitment, and any non-compliance thereof shall be and constitutes a default under this Mortgage and the Note.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be duly executed and delivered as of the day and year first above written.

MORTGAGOR:

CHRISTOPHER J. BURKE

THOMAS L. COX

KARL D. FRITZ

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, LLOYD GUSSIS, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that CHRISTOPHER J. BURKE, THOMAS L. COX, and KARL D. FRITZ, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of August, 1987.

Notary Public

My Commission Expires:

10/20/89

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

LOTS 5 AND 6 IN THE SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF BLOCK 8 IN THE SUBDIVISION OF BLOCK 44 IN SHEFFIELD'S ADDITION IN THE SOUTH WEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(COMMONLY KNOWN AS 2700-2702 N. RACINE AVENUE, CHICAGO, IL 60614)

PERMANENT INDEX NO.: 14-29-306-037-0000 LOT 5
14-29-306-038-0000 LOT 6

FKO