

UNOFFICIAL COPY

LEASEHOLD MORTGAGE
(ILLINOIS)

This Leasehold Mortgage is made in Chicago, Illinois by American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated October 1, 1984, and known as Trust Number 62447 ("Mortgagor"), having an address at 33 North LaSalle Street, Chicago, Illinois, 60603, in favor of The Exchange National Bank of Chicago, having an address at 120 South LaSalle Street, Chicago, Illinois 60606 ("Lender") and is dated as of October 20, 1987.

I

Recitals

1.1 Description of Obligations and Security. Mortgagor has executed and delivered to Lender, among other things, a Demand Note in the principal amount of \$ 610,478.47, dated October 20, 1987 (the "Note"), the form of which is attached hereto as Schedule 1, bearing interest and maturing on the date provided therein. The Note, together with all amendments thereto and replacements thereof, are collectively referred to herein as the "Financing Agreements." All of Mortgagor's indebtedness and obligations now or hereafter owing to Lender under the Note and this Mortgage are collectively referred to herein as "Mortgagor's Obligations." The Mortgagor's Obligations may increase or decrease from time to time, but in no event shall the indebtedness secured hereby exceed \$ 2,000,000.00 (the "Secured Amount"). The foregoing limitation on the indebtedness secured hereby shall not in any manner limit the amount of Mortgagor's Obligations secured by any of the Financing Agreements or collateral granted thereunder.

1.2 Title to Mortgaged Premises. Mortgagor warrants, represents and covenants that: (i) Mortgagor is the lessee under that certain Master Lease, dated October 21, 1987 (the "Master Lease"), with American National Bank and Trust Company of Chicago as Trustee as lessor, pertaining to the parcel of land legally described in Exhibit A attached hereto and is the owner of the leasehold estate created thereby free and clear of all liens and encumbrances other than liens and encumbrances of record (such liens and encumbrances being collectively referred to as the "Permitted Encumbrances"); (ii) Mortgagor has legal power and authority to mortgage and convey the Mortgaged Premises (as defined below); and (iii) this Mortgage creates a lien on the Mortgaged Premises subject only to the Permitted Encumbrances.

II

Granting Clauses

To secure the payment and performance of all of Mortgagor's Obligations, Mortgagor hereby ~~warrants~~, conveys, mortgages, pledges and assigns to Lender and grants Lender a security interest in:

(a) The leasehold estate created by the Master Lease (the "Leasehold Estate");

(b) All easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers and appurtenances in any way belonging, relating or appertaining to any of the Leasehold Estate, or which hereafter shall in any way belong, relate or be

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appurtenant thereto, whether now owned or hereafter acquired (collectively, the "Appurtenances");

(c) All rents, issues, profits, income and other benefits now or hereafter arising from or in respect of the premises leased under the Master Lease (the "Premises") (collectively, the "Rents"); it being intended that this granting clause shall constitute an absolute and present assignment of the Rents, subject, however, to the conditional permission given to Mortgagor to collect and use the Rents as provided in this Mortgage;

(d) Any and all leases, licenses and other occupancy agreements now or hereafter affecting the Premises, together with all security therefor and guaranties thereof and all monies payable thereunder, and all books and records owned by Mortgagor which contain evidence of payments made under the leases and all security given therefor (collectively, the "Leases"), subject, however, to the conditional permission hereby given in this Mortgage to Mortgagor (unless a Default has occurred) to collect the Rents arising under the Leases as provided in this Mortgage;

(e) Any and all after-acquired right, title or interest of Mortgagor in and to any of the property described in the preceding granting clauses; and

(f) The proceeds from the sale, transfer, pledge or other disposition of any or all of the foregoing property.

The foregoing property described in this Article II is collectively referred to as the "Mortgaged Premises."

III

Covenants

3.1 Covenants During Mortgage Term. At all times until the lien of the Mortgage is released, Mortgagor shall:

3.1(a) Cause to be paid when due all sums accruing under, and perform, observe and comply with or cause to be performed, observed and complied with in a complete and timely manner all material provisions of, the Master Lease, this Mortgage and the Financing Agreements;

3.1(b) Keep the Mortgaged Premises and all components thereof in good and usable condition and repair, without waste, reasonable wear and tear excepted;

3.1(c) Comply with all laws, ordinances, licenses and governmental rulings applicable to the Mortgaged Premises;

3.1(d) Not permit, directly or indirectly, the transfer, conveyance, assignment or lease of legal, equitable or beneficial title to the Mortgaged Premises, or any portion thereof, or of any right, title or interest therein, and not permit any contract to be entered into providing for any such transfer, conveyance, assignment or lease, on an installment payment basis or otherwise;

3.1(e) Not permit, without the prior written consent of Lender, any lien or encumbrance (including a

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junior lien or encumbrance) to attach to or remain on the Mortgaged Premises other than the Financing Agreements and the Permitted Encumbrances;

3.1(f) Not permit: (i) any structural alterations of or improvements to be made to the Mortgaged Premises or (ii) the Mortgaged Premises or any part thereof to be removed, demolished or altered in any material manner, without the prior written consent of Lender; and

3.1(g) In the event of loss or damage to the Mortgaged Premises, promptly remedy such loss or repair such damage to Lender's satisfaction.

3.2 Insurance.

3.2(a) At all times during the term of this Mortgage, Mortgagor shall carry or cause to be carried policies of hazard insurance in an aggregate amount (which shall be not less than 100% of the full insurable replacement cost of the Mortgaged Premises), on terms and with companies satisfactory to Lender insuring on a replacement-cost basis the Mortgaged Premises against loss or damage on an "All Risks" form.

3.2(b) All such insurance policies shall at all times be in form, substance and with companies reasonably acceptable to Lender, bear a non-contributory mortgage endorsement in favor of Lender as its interest may appear and such other endorsements as Lender may require in form and content acceptable to Lender. All such insurance policies covering the Mortgaged Premises shall contain an agreement by the insurer that no party thereto may cancel or surrender such policy or policies or not renew such insurance without at least 30 days prior written notice to Lender.

3.2(c) In case of loss or damage, the proceeds of claims under insurance policies pertaining to the Mortgaged Premises shall be paid to Mortgagor for application to the restoration of the Mortgaged Premises, on such conditions and subject to such controls as Lender may impose in its reasonable discretion.

3.3 Real Estate Taxes. Mortgagor shall pay, before the due date thereof and before any penalty or interest accrues, all taxes, assessments and other charges imposed against or involving the Mortgaged Premises and deliver to Lender at least 10 days prior to the due date of such taxes, assessments and other charges, receipts evidencing payment thereof.

3.4 Eminent Domain. In the event of the taking by eminent domain proceedings or the like of any part or all of the Mortgaged Premises by any federal, state, municipal or other governmental authority or agency thereof, all awards or other compensation for such taking and all awards for damage to the remainder shall be paid to Lender for application (in such order or manner as Lender may elect) against Mortgagor's Obligations, provided that no such application shall have the effect of curing any Default (as hereinafter defined) or extending the time for making any payment due hereunder or under the Financing Agreements.

3.5 Advances. In the event Mortgagor fails to perform any act required of it by this Mortgage or to pay when due any amount required to be paid under this Mortgage, Lender may make such payment or perform such act. Such payment or performance by Lender shall not have the effect of curing any Default. All monies so advanced by Lender together with all expenses incurred in connection therewith shall be deemed advances ("Advances") under this Mortgage. Advances, together with interest thereon at

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the highest default rate (if any) provided in the Note, shall be immediately due and payable and shall be added to the Mortgagor's Obligations. Advances shall constitute Mortgagor's Obligations from the date expended and shall be secured by this Mortgage and the Financing Agreements.

3.6 Further Assurances. At any time and from time to time, upon Lender's request, Mortgagor shall make, execute and deliver, or cause to be made, executed and delivered, to Lender, and where appropriate shall cause to be recorded, registered or filed, and from time to time thereafter to be re-recorded, re-registered and re-filed at such time and in such offices and places as shall be reasonably deemed desirable by Lender, any and all such further mortgages, security agreements, financing statements, instruments of further assurance, certificates and other documents as Lender may consider reasonably necessary or desirable in order to effectuate or perfect, or to continue and preserve the obligations under the Note.

3.7 Use of the Mortgaged Premises. Mortgagor shall not use or permit the use of the Mortgaged Premises or any portion thereof for any unlawful purpose.

IV

Defaults and Remedies

4.1 Defaults. Each of the following events shall constitute a default ("default") under this Mortgage:

The (i) failure by Mortgagor to pay any sums due or to otherwise perform in a full and timely manner any of Mortgagor's Obligations and such failure is not cured within thirty (30) days after receipt of written notice thereof from Lender, (ii) breach by Mortgagor of any of Mortgagor's covenants contained in the Note or this Mortgage and such failure is not cured within thirty (30) days after receipt of written notice thereof from Lender.

4.2 Foreclosure.

4.2(a) The happening of any Default under this Mortgage shall give Lender the right to declare, without notice, all of Mortgagor's Obligations to be immediately due and payable and foreclose this Mortgage and exercise any rights and remedies available to Lender under the applicable Uniform Commercial Code, or otherwise exercise its rights and remedies with respect to, any of its security interests under any of the Financing Agreements.

4.2(b) In the event of a Default, either before or after the foreclosure sale, a receiver may be appointed by the court without notice, without regard to the solvency or insolvency of Mortgagor, the then value of the Mortgaged Premises or whether they are then occupied as a homestead. The receiver shall have the power to collect the rents and income, if any, from the Mortgaged Premises during the pendency of the foreclosure suit and, in the case of a sale and a deficiency, during the full statutory period of redemption (if any), whether there be a redemption or not. The receiver shall have the other powers for the protection, possession, management and operation of the Mortgaged Premises which an absolute owner would have, but the net rents in the hands of the receiver shall be applied to the debt hereby secured or to such expenses of the receivership or foreclosure suit as the court may direct.

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The following is a list of the names of the persons who have been appointed to the various offices of the County of Cook, Illinois, for the year 1900.

The names of the persons who have been appointed to the various offices of the County of Cook, Illinois, for the year 1900, are as follows:

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4.2(c) The proceeds of any foreclosure sale of the Mortgaged Premises shall be distributed and applied in the following order of priority:

(i) Costs and expenses of the foreclosure proceeding;

(ii) Mortgagor's Obligations in such order or manner as Lender may elect; and

(iii) The balance (if any) to discharge junior liens if the court so directs, and otherwise to Mortgagor.

4.3 Lender in Possession.

4.3(a) In the event of any Default under this Mortgage, and if the right to foreclose the Mortgage has accrued to Lender, whether or not the entire debt has then been accelerated and whether or not foreclosure proceedings have been commenced, Lender may, without notice to or demand upon Mortgagor, take possession of the Mortgaged Premises. While in possession of the Mortgaged Premises, Lender shall have the following powers:

(i) To collect the rents, if any, and manage, lease, alter and repair the Mortgaged Premises, cancel or modify existing leases, obtain insurance and in general have all powers and rights customarily incident to absolute ownership; and

(ii) To pay out of the rents so collected the management and repair charges, taxes, insurance, commissions, fees and all other expenses and, after creating reasonable reserves, apply the balance (if any) on account of the indebtedness secured hereby.

4.3(b) In the event of a foreclosure, Lender may remain in possession of the Mortgaged Premises until the foreclosure sale and thereafter during the entire period of redemption (if any), if a deficiency exists. Lender shall incur no liability for, nor shall Mortgagor assert any claim or set-off as a result of, any action taken while Lender is in possession of the Mortgaged Premises, except only for Lender's own gross negligence or willful misconduct. In the event no foreclosure proceedings are commenced, Lender may remain in possession as long as there exists a Default.

4.4 Nature of Remedies. No delay or omission on the part of Lender in the exercise of any remedy for a Default shall operate as a waiver thereof. The remedies available to Lender under this Mortgage shall be exercisable in any combination whatsoever and shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law and under the Note.

4.5 Purchase by Lender. Upon any foreclosure sale, Lender may bid for and purchase all or any portion of the Mortgaged Premises and, upon compliance with the terms of the sale, may hold, retain and possess and dispose of such property in its own absolute right without further accountability.

4.6 Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws. Mortgagor agrees, to the full extent permitted by law, that in case of a Default, neither Mortgagor nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisement, valuation, stay or extension laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Premises or the final and absolute putting into possession thereof, immediately after such sale, of

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the purchaser thereat. Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Mortgaged Premises marshalled upon any foreclosure of the lien hereof and agrees that Lender or any court having jurisdiction to foreclose such lien may sell the Mortgaged Premises in part or as an entirety. To the full extent permitted by law, Mortgagor hereby 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 any trust estate and all persons beneficially interested therein, and on behalf of each and every person, except judgment creditors of Mortgagor in its representative capacity and of the trust estate (if any), acquiring any interest in or title to the Mortgaged Premises subsequent to the date hereof.

V

Miscellaneous

5.1 Modification of Loan Terms; Partial Releases; Marshalling. If the time of payment of all obligations secured hereby or any part thereof be extended at any time or times, if the Note be renewed, modified or replaced, or if any security for the Note be released, Mortgagor and any other parties now or hereafter liable therefor or interested in the Mortgaged Premises shall be held to consent to such extensions, renewals, modifications, replacements and releases, and their liability and the lien hereof and of the Financing Agreements not so released and the rights created hereby and thereby shall continue in full force, the right of recourse against all such parties being reserved by Lender. The right is reserved to Lender to issue partial releases of the Mortgaged Premises from the lien hereof without notice to or consent, approval or agreement of other parties in interest, including the holders of junior liens, which partial releases shall not impair the priority of this Mortgage on the remaining Mortgaged Premises nor release Mortgagor from liability on the indebtedness secured hereby. In the event of foreclosure hereof, Lender may enforce the lien hereof against the Mortgaged Premises as a whole or any part thereof in any sequence whatsoever without regard to any junior encumbrance or interest in any or all of the Mortgaged Premises, it being the intent of Mortgagor to waive for itself and all parties claiming by, through or under Mortgagor any right which any of them may have to require Lender to marshal the Mortgaged Premises or its lien thereon for the benefit of any such party, except as provided in any agreement among Lender and the holders of the Permitted Encumbrances.

5.2 Successors and Assigns. This Mortgage shall inure to the benefit of and be binding upon the successors, legal representatives and assigns of the Mortgagor and Lender and all persons and entities (including owners and lessees) which may hereafter obtain any interest in the Mortgaged Premises, provided that this Section 5.2 shall not be construed to permit a transfer, conveyance, assignment or lease otherwise prohibited by this Mortgage.

5.3 Notices. Whenever Lender or Mortgagor desire to give any notice to the other it shall be sufficient for all purposes if such notice is personally delivered, or sent by Western Union telegram or registered or certified United States mail, postage prepaid, addressed to the intended recipient at the last address theretofore specified by the addressee in a written notice given to the sender. In case no other address has been so specified, notices hereunder shall be delivered or mailed to the following addresses:

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Lender: The Exchange National Bank
of Chicago
120 South LaSalle Street
Chicago, Illinois 60606
Attn: _____

Mortgagor: c/o Lake Dyna Properties, Inc.
55 East Monroe Street, Suite 3950
Chicago, Illinois 60603
Attn: Roger F. Ruttenberg

Copy to: Goldberg, Kohn, Bell, Black
Rosenbloom & Moritz, Ltd.
55 East Monroe Street, Suite 3900
Chicago, Illinois 60603
Attn: Wayne S. Gilmartin, Esq.

Any notice given in the manner specified herein shall be deemed to have been given on the day it is personally delivered, one business day after it is sent by Western Union telegram, or three business days after it is deposited in the United States mail.

5.4 Severability. If any term, restriction or covenant of this instrument is deemed illegal or unenforceable, all other terms, restrictions and covenants and the application thereof to all persons and circumstances subject hereto shall remain unaffected to the extent permitted by law; and if any application of any term, restriction or covenant to any person or circumstance is deemed illegal or unenforceable, the application of such term, restriction or covenant to other persons and circumstances shall remain unaffected to the extent permitted by law.

5.5 Governing Law. This Mortgage shall be construed and governed by the laws of the State of Illinois.

5.6 Exculpatory Provision. This Leasehold Mortgage is executed by American National Bank and Trust Company of Chicago, not in its individual capacity, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that nothing contained herein shall be construed as creating any liability on American National Bank and Trust Company of Chicago, in its individual capacity 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 in its individual capacity, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder. So far as Mortgagor and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed and any rent or proceeds therefrom for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided, the assets of the trust estate and any other security given to secure said indebtedness.

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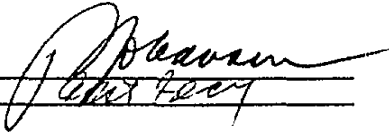
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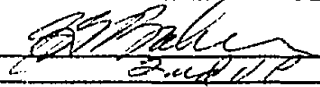
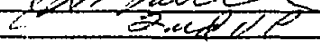
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IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed by its duly authorized officers as of the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally,
but solely as Trustee under Trust
Agreement dated October 1, 1984 and
known as Trust Number 62447

ATTEST:

Its 
Notary Public

By 
Its 

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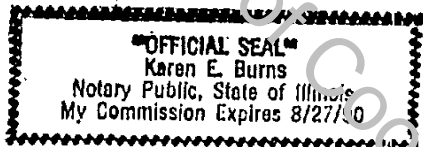
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ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF COOK) SS
KAREN E. BURNS

I, _____, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT SUZANNE G. BAKER and Peter J. Toth, Second Vice President and Assistant Secretary of American National Bank and Trust Company of Chicago, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Second Vice President and Assistant Secretary appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary acts and as the free and voluntary act of said bank; and the said Assistant Secretary acknowledged that _____, as custodian of the corporate seal of said bank, did affix said corporate seal to said instrument as _____ own free and voluntary act and as the free and voluntary act of said bank for said uses and purposes.

GIVEN under my hand and notarial seal this OCT 27 1987 day of _____, 1987.



Karen E. Burns
Notary Public

My Commission Expires: _____

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 OCT 28 PM 2:52

87582900

PREPARED BY + MAIL TO: BOX 333-HV
WAYNE S. GILMARTIN
GOLDBERG, KOHN, ET AL.
55 E MONROE, SUITE 3900
CHICAGO, IL 60603

[illegible][illegible]

1992 年 10 月 10 日

[illegible]

EXHIBIT A

THOSE PARTS OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 AND OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID SOUTH EAST 1/4 OF THE NORTH EAST 1/4 WHICH IS 800.10 FEET NORTH OF THE POINT OF INTERSECTION OF THE WEST LINE OF SAID NORTH EAST 1/4 OF THE SOUTH EAST 1/4 WITH THE SOUTH LINE EXTENDED WEST OF BLOCK 10 OF A. GALES' SUBDIVISION IN THE SOUTH EAST 1/4 OF SAID SECTION 31; THENCE SOUTHEASTERLY ON AN ARC CONVEX TO THE NORTH EAST AND HAVING A RADIUS OF 769.02 FEET A DISTANCE OF 190.48 FEET TO A POINT; THE TANGENT OF SAID ARC AT ITS POINT OF BEGINNING MAKES AN ANGLE WITH THE WEST LINE OF SAID SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF 86 DEGREES 13 MINUTES IN THE SOUTH EAST QUADRANT SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND TO WIT:

THENCE SOUTHERLY ON A LINE WHICH FORMS AN ANGLE OF 114 DEGREES 58 MINUTES 05 SECONDS WITH THE CHORD WHICH SUBTENDS THE LAST DESCRIBED CURVED LINE FOR A DISTANCE OF 44.74 FEET TO A POINT OF CURVE; THENCE SOUTHERLY ON A CURVED LINE TANGENT TO SAID LAST DESCRIBED STRAIGHT LINE CONVEX TO THE EAST AND HAVING A RADIUS OF 348.55 FEET, A DISTANCE OF 85.78 FEET TO A POINT OF TANGENCY IN A LINE WHICH IS 208 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTH EAST 1/4 OF THE SOUTH EAST 1/4; THENCE SOUTH ON SAID PARALLEL LINE 230.20 FEET TO A POINT IN A LINE WHICH IS 401.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF BLOCK 10; THENCE WEST ON SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 168 FEET TO A POINT IN THE EAST LINE OF NASHVILLE AVENUE; THENCE SOUTH ON SAID EAST LINE OF NASHVILLE AVENUE A DISTANCE OF 401.50 FEET TO THE SOUTH WEST CORNER OF BLOCK 10 AFORESAID; THENCE EAST ON THE SOUTH LINE OF SAID BLOCK 10 AND SAID LINE EXTENDED FOR A DISTANCE OF 388 FEET TO A POINT; SAID SOUTH LINE OF BLOCK 10 IS IDENTICAL WITH THE NORTH LINE OF WEST CORTLAND STREET; THENCE NORTH ON A LINE WHICH IS 388 FEET EAST OF AND PARALLEL WITH THE SAID EAST LINE OF NASHVILLE AVENUE FOR A DISTANCE OF 648.46 FEET TO THE POINT OF INTERSECTION OF SAID LAST DESCRIBED LINE WITH A CURVED LINE CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 1332.57 FEET; THENCE WESTERLY ALONG SAID CURVED LINE A DISTANCE OF 88.06 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY ON A CURVED LINE TANGENT TO LAST DESCRIBED CURVED LINE CONVEX TO THE NORTH EAST AND HAVING A RADIUS OF 769.02 FEET A DISTANCE OF 182.02 FEET TO THE POINT OF BEGINNING (SAID LAST DESCRIBED CURVE HAS THE SAME CENTER AS THE CURVE FIRST ABOVE DESCRIBED), ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER(S): 13-31-205-041
13-31-425-003

COMMON ADDRESS: 6500 West Cortland Avenue, Chicago, Illinois, 60635

87582900

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SCHEDULE 1

NOTE

Attached

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DEMAND OR TIME NOTE

Executed this 20th day of October
at Chicago, Illinois.

No. _____

Amount \$ _____

Due as hereinafter set forth

On demand, or ☐ on November 20, 1987

the Undersigned, jointly and severally, if more than one, for value received, promises to pay to the order of THE EXCHANGE NATIONAL BANK OF CHICAGO (hereinafter, together with any holder hereof, called "Bank"), at the main office of the Bank, Six hundred ten thousand four hundred seventy-eight and 47/100

Dollars (\$ 610,478.47). Interest is payable on the principal amount hereof at the rate of R+1 % per annum and shall be paid (check one) ☒ at maturity, or ☐ quarterly, or ☐ monthly beginning _____, 19 _____ and continuing (check one) ☐ quarterly, or ☐ monthly thereafter and at maturity hereof. Interest after (check one) ☐ demand, or ☒ maturity, whether by reason of acceleration or otherwise, shall be paid on the unpaid balance at the rate of R+3 % per annum.

If the designation of said rate includes the letter "R" or the term "Reference," such letter or term shall mean the "Reference Rate," which at any time, and from time to time, shall be the rate of interest then most recently announced by the Bank as its Reference Rate; and each change in the interest rate hereon shall take effect on the effective date of the change in the Reference Rate. The Bank shall not be obligated to give notice of any change in the Reference Rate. The Reference Rate shall be computed on the basis of a year consisting of 360-days and shall be paid for the actual number of days elapsed, unless otherwise specified herein.

The Undersigned, and each one of them, hereby authorize the Bank to charge any account of the Undersigned, and each one of them, for all sums due hereunder. Principal payments submitted in funds not available until collected shall continue to bear interest until collected. If payment hereunder becomes due and payable on a Saturday, Sunday or legal holiday under the laws of the United States or the State of Illinois, the due date thereof shall be extended to the next succeeding business day, and interest shall be payable thereon at the rate specified during such extension.

As security for the payment of this Note and any and all other liabilities and obligations of any of the Undersigned (and of any partnership in which any of the Undersigned is or may be a partner) to Bank, howsoever created, arising or evidenced, and howsoever owned, held or acquired, whether now or hereafter existing, whether now due or to become due, whether direct or indirect, or absolute or contingent, and whether several, joint or joint and several (all of which liabilities and obligations, including this Note, are hereinafter called the "Obligations"), the Undersigned, jointly and severally, do hereby pledge, assign, transfer and deliver to Bank and do hereby grant to Bank a continuing security interest in and to any property of the Undersigned, or any of one of them, of any kind or description, tangible or intangible, now or hereafter assigned, transferred or delivered to or left in or coming into the possession, control or custody of, or in transit to, Bank or any agent or bailee for the Bank, by or for the account of the Undersigned, or any one of them, whether expressly as collateral security or for any other purpose, including, without limitation, all property left with Bank, whether held in a general or special account or for safekeeping or otherwise, all dividends, interest, or other rights in connection with any securities included in said property coming into the possession of the Bank in any way and any property covered by a security agreement signed or assigned by any of the Undersigned in favor of Bank, including but not limited to (1) cash, accounts, inventory, negotiable instruments, documents or title, chattel paper, certificates of deposit, securities, deposit accounts, other cash equivalents and all other property of whatever description of the Undersigned, or any one of them, whether now existing or hereafter acquired, and now or hereafter in the possession or control of or assigned to the Bank, and the products and proceeds therefrom including the proceeds of insurance thereon; and (2) the additional property of the Undersigned, or any one of them, whether now existing or hereafter arising or acquired, together with any substitutions therefor, accessions thereto, or products and proceeds therefrom including the proceeds of insurance thereon described and set forth as follows:

Leasehold mortgage on property known as 6500 West Corland Street, Chicago, Illinois

(If no additional property is hereby pledged, insert the word "none" in the space indicated above.)

All of the aforesaid property and the products and proceeds therefrom, including the proceeds of insurance thereon, are herein collectively called the "Collateral". The terms used herein to identify the Collateral shall have the respective meanings assigned to such terms as of the date hereof in the Illinois Uniform Commercial Code. The cancellation or surrender of this Note, upon payment or otherwise, shall not affect the right of the Bank to retain the Collateral for any other of the Obligations.

The Undersigned, or any one of them, agree to deliver to Bank immediately upon its demand, such other collateral as Bank may request from time to time should the value, in the Bank's sole discretion, of the Collateral decline, deteriorate, depreciate or become impaired, or should Bank deem itself insecure for any reason whatsoever, including, but not limited to, a change in the financial condition of the Undersigned, or any one of them, or any other party liable with respect to the Obligations, and does hereby grant to Bank a continuing security interest in such other collateral which, when pledged, assigned and transferred to Bank shall be and become part of the Collateral. The Bank's security interests in each of the foregoing Collateral shall be valid, complete and perfected whether or not the same shall be covered by a specific assignment.

The Bank shall have exercised reasonable care in the custody and preservation of the Collateral if it takes such action for that purpose as the Undersigned, or any one of them, shall reasonably request in writing, provided that such request shall not be inconsistent with Bank's status as a secured party, but the failure to comply with any such request shall not be deemed a failure to exercise reasonable care. No failure of Bank to preserve or protect any rights with respect to the Collateral against prior or third parties, or to do any act with respect to preservation of the Collateral, not so requested by the Undersigned, or any of them, shall be deemed a failure to exercise reasonable care in the custody or preservation of the Collateral. The Undersigned, or any one of them, shall have the sole responsibility for taking such action as may be necessary from time to time to preserve all rights of the Undersigned, or any one of them, and Bank in the Collateral against prior or third parties.

All Obligations of the Undersigned, or any one of them, and all rights, powers and remedies of the Bank, expressed herein shall be in addition to, and not a limitation of, those provided by law or in any written agreement or instrument (other than this Note) relating to any of the Obligations or any security therefor. In addition to all other rights possessed by it, the Bank may from time to time, whether before or after default (as hereinafter provided), at its sole discretion and without notice to the Undersigned, or any one of them, take any or all of the following actions: (1) transfer all or any part of the Collateral into the name of the Bank or its nominee, with or without disclosing that such Collateral is subject to the lien and security interests hereunder; (2) notify any obligors on any of the Collateral to make payment to the Bank of any amounts due or to become due with respect thereto; (3) enforce collection of any of the Collateral by suit or otherwise, or surrender, release or exchange all or any part thereof; (4) take control of any proceeds and products of any of the Collateral, including the proceeds of insurance thereon; (5) extend or renew for one or more periods (whether or not longer than the original period) this Note, or any other of the Obligations, or any obligation of any nature of any obligor with respect to this Note, or any other of the Obligations, or any of the Collateral, and grant any release, compromises or indulgences with respect to this Note, or any other of the Obligations, or any extension or renewal thereof or any security therefor or to any obligor, hereunder or thereunder; (6) vote the Collateral; (7) make an election with respect to the Collateral under Section 111 of the United States Bankruptcy Code or take action under Section 364 or any other section of the United States Bankruptcy Code, now existing or hereafter amended; provided, however, that any such action of the Bank as herein set forth shall not in any manner whatsoever, impair or affect the liability hereunder, nor prejudice nor waive nor be construed to impair, affect, prejudice or waive Bank's rights and remedies at law, in equity or by statute, nor release or discharge, nor be construed to release or discharge, the Undersigned, or any one of them, or any guarantor or other person, firm, corporation or other entity liable to the Bank for the Obligations and indebtedness, whether now existing or hereafter created or arising.

The Undersigned, and each one of them, shall be in default hereunder if: (1) any amount payable on any of the Obligations, or on the obligations of any obligor hereunder, is not paid when due; or (2) the Undersigned, or any one of them, shall otherwise fail to perform any of the promises to be performed by them, or any one of them, hereunder or under any other security agreement or other agreement with Bank; or (3) the Undersigned, or any one of them, or any person who is or shall become primarily or secondarily liable for any of the Obligations, who is a natural person, dies; or (4) the Undersigned, or any one of them, or any other party liable with respect to the Obligations, or any guarantor or accommodation endorser or third party pledgor, shall make any assignment for the benefit of creditors, or there shall be commenced any bankruptcy, receivership, insolvency, reorganization, dissolution or liquidation proceedings by or against, or the entry of any judgment, levy, attachment, garnishment or other process against any of the Undersigned or any guarantor, or any other party liable with respect to the Obligations, or accommodation endorser or third party pledgor for any of the Obligations or against any of the Collateral or any of the collateral under a separate security agreement signed by any one of them; or (5) there be any deterioration or impairment of any of the Collateral hereunder or any of the collateral under any security agreement executed by any of the Undersigned, or any other party liable with respect to the Obligations, or any guarantor or accommodation endorser or third party pledgor for any of the Obligations, or any decline or depreciation in the value or market price thereof (whether actual or reasonably anticipated), which causes said Collateral or collateral in the sole opinion of Bank acting in good faith, to become unsatisfactory as to value or character, or which causes the Bank to reasonably believe that the likelihood for repayment of the Obligations is or will soon be impaired, time being of the essence; or (6) this Note is secured by an additional or separate security agreement, then the occurrence of any default thereunder.

Whenever the Undersigned, or any one of them, shall be in default as aforesaid, the entire unpaid amount of all Obligations shall become immediately due and payable, and (1) Bank may sell all or any of the Collateral at public or private sale, upon such terms and conditions as Bank may deem proper, and Bank may purchase any or all of the Collateral at any such sale, and Bank may apply the net proceeds, after deducting all costs, expenses, attorneys' fees and paralegals' fees incurred or paid at any time in the collection, protection and sale of the Collateral and the Obligations, to the payment of this Note and/or any of the other Obligations, returning the excess proceeds, if any, to the Undersigned, or any one of them, the Undersigned, and each one of them, remaining jointly and severally liable for any amount remaining unpaid after such application, with interest; and (2) Bank may exercise from time to time any and all rights and remedies available to it under the Uniform Commercial Code of Illinois, or otherwise available to it, including those available under any written instrument (in addition to this Note) relating to any of the Obligations or any security therefore, and may, without demand or notice of any kind, appropriate and apply toward the payment of such of the Obligations, whether matured or unmatured, including costs of collection and attorneys' and paralegals' fees, and in such order of application as the Bank may from time to time elect, any balances, credits, deposits, accounts or moneys of the Undersigned in possession, control or custody of, or in transit to the Bank. Any notification of intended disposition of any of the Collateral required by law shall be conclusively deemed reasonably and properly given if given at least five (5) calendar days before such disposition hereby confirming, approving and ratifying all acts and deeds of the Bank relating to the foregoing, and each part thereof.

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The Undersigned, and each one of them, jointly and severally agree to pay all costs, legal expenses, attorneys' fees and paralegals' fees of every kind, paid or incurred by Bank in enforcing its rights hereunder, or in respect to any other of the Obligations, or in connection with the Collateral or in defending against any defense, counterclaim, setoff or cross-claim based on any act of commission or omission by the Bank with respect to the Obligations or Collateral, or both, promptly on demand of Bank or other person paying or incurring the same.

The Undersigned, and any other party with respect to the Obligations, any guarantors, and any and all endorser and accommodation parties, and each one of them, waive any and all presentment, demand, notice of dishonor, protest, and all other notices and demands in connection with the enforcement of Bank's rights hereunder, and hereby consent to, and waive notice of release, with or without consideration, of any of the Undersigned or of any Collateral. No default shall be waived by the Bank except in writing. No delay on the part of the Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall preclude other or further exercise thereof, or the exercise of any other right or remedy. This Note constitutes the entire agreement with respect thereto between the parties hereto and no conditions exist as to the legal effectiveness thereof. No representations, promises, agreements or statements of any kind whether oral, implied or otherwise, have been made by the parties, or either or any of them in the negotiations leading to the execution and delivery of this Note, or otherwise, which are not expressed and contained herein. No modification, discharge, termination or waiver of any of the provisions hereof shall be binding upon the Bank, except as expressly set forth in a writing duly signed and delivered on behalf of the Bank.

The Undersigned, and each one of them, jointly and severally agree to pay all costs, legal expenses, attorneys' fees and paralegals' fees of every kind, paid or incurred by Bank in enforcing its rights hereunder, or in respect to any other of the Obligations, or in connection with the Collateral or in defending against any defense, counterclaim, setoff or cross-claim based on any act of commission or omission by the Bank with respect to the Obligations or Collateral, or both, promptly on demand of Bank or other person paying or incurring the same.

The Bank may at any time transfer this Note and Bank's rights in any or all of the Collateral, and Bank thereafter shall be relieved from all liability with respect to such Collateral.

To induce the Bank to make the loan evidenced by this Note, the Undersigned (and each of them, if more than one) irrevocably agrees that, subject to Bank's sole and absolute election, all actions arising directly or indirectly as a result or in consequence of this Note or any other agreement with the Bank, or the Collateral, shall be instituted and litigated only in courts having situs in the City of Chicago, Illinois, and the Undersigned (or any, if more than one) hereby consents to the exclusive jurisdiction and venue of any State or Federal Court located and having its situs in said city, and waives any objection based on forum non-convenience, and the Undersigned (or any, if more than one) hereby waives trial by jury and personal service of any and all process, and consents that all such service of process may be made by certified mail, return receipt requested, directed to the Undersigned at the address indicated in the Bank's records; and service so made shall be complete five (5) days after the same has been deposited in the U.S. mails as aforesaid.

The loan evidenced hereby has been made and this Note has been delivered at Chicago, Illinois. This Note shall be governed and construed in accordance with the laws of the State of Illinois and shall be binding upon the Undersigned and each one of them, and their respective heirs, legal representatives, successors and assigns. If this Note contains any blanks when executed by the Undersigned, or any one of them, the Bank is hereby authorized, without notice to the Undersigned, or any one of them, to complete any such blanks according to the terms upon which the loan or loans were granted. Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or be invalid under such law, such provision shall be severable, and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Note. If more than one party shall execute this Note, the term "Undersigned" as used herein shall mean all parties signing this Note, and each one of them, and all such parties, their respective heirs, executors, administrators, successors and assigns, shall be jointly and severally obligated hereunder.

If the Undersigned is a corporation, the Undersigned represents and warrants to Bank that the execution and delivery of this Note has been duly authorized by resolutions heretofore adopted by its Board of Directors and Shareholders in accordance with law and its by-laws, that said resolutions have not been amended nor rescinded, are in full force and effect and that the officers executing and delivering this Note for and on behalf of the Undersigned, are duly authorized so to act. Bank, in extending financial accommodations to the Undersigned, is expressly acting and relying upon the aforesaid representations and warranties.

As used herein, all provisions shall include the masculine, feminine, neuter, singular and plural thereof, wherever the context and facts require such construction and in particular the word "Undersigned" shall be so construed.

IN WITNESS WHEREOF, each of the Undersigned, if more than one, has executed this Note on the date above set forth.

(INDIVIDUAL(S) SIGN BELOW)

(CORPORATION OR PARTNERSHIP SIGN BELOW)

AMERICAN NATIONAL BANK AND TRUST COMPANY OF
CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT
DATED 10/1/84 AND KNOWN AS TRUST NO. 62447

By:

Name and Title

By:

Name and Title

This Note is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 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 is payable only out of the property specifically described in said Mortgage securing the payment hereof, by the enforcement of the provisions contained in said Mortgage. No personal liability shall be asserted or be enforceable against the Trustee, because or in respect of this note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor or co-maker hereof, if any, and each original and successive holder of this note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said Mortgage, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this note or of any installment hereof, the sole remedy of the holder hereof shall be by foreclosure of the said Mortgage given to secure the indebtedness evidenced by this note, in accordance with the terms and provisions in said Mortgage set forth or by action to enforce the personal liability of the guarantor or co-maker, if any, of the payment hereof, or both.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
As Trustee as aforesaid and not personally.

By:

Vice President

ATTEST

Assistant Secretary

Form 3906 3/87

NEW BORROWER <input type="checkbox"/> Yes <input type="checkbox"/> No	Accrual Basis:	<input type="checkbox"/> E = Interest Only \$
S/S # or Tax ID #	<input type="checkbox"/> 1. Actual 360	<input type="checkbox"/> G = Prin. Plus Int. \$
Acct. Type	<input type="checkbox"/> 2. Actual 365	<input type="checkbox"/> H = Prin. Incl. Int. \$
SIC Code	<input type="checkbox"/> 3. Actual 366	<input type="checkbox"/> At Maturity
Dun's #	Rate	FREQUENCY
Commitment Type	<input type="checkbox"/> Floating	<input type="checkbox"/> MO <input type="checkbox"/> Quart <input type="checkbox"/> Semi Annual
Revolving <input type="checkbox"/> Yes <input type="checkbox"/> No	Whose Prime	Auto. Charge <input type="checkbox"/> Yes <input type="checkbox"/> No
Bought/Sold <input type="checkbox"/> Yes <input type="checkbox"/> No	Floor	DDA # Pre-Bill Days
Name of Bank:	Fixed	Officer Initial:
Bank #	Is this an ARM Loan? <input type="checkbox"/> Yes <input type="checkbox"/> No	Approval:
Amount or % Sold	ARM's Disclosure <input type="checkbox"/> Yes <input type="checkbox"/> No	Collateral Teller:
Collateral Code #	Business Purpose Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	Note Teller:
Special Instructions:	Disclosure Stmt Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Oblig Class #	
	Tefra ID #	
	Comp Call Code #	

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SCHEDULE 2

GUARANTY

Attached

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600-778

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CONTINUING UNCONDITIONAL GUARANTY 0 0

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST

WHEREAS, AGREEMENT DATED 10/1/84 AND KNOWN AS TRUST NO. 62447

a(n) corporation, partnership, proprietorship, individual(s), as the case may be, with principal offices located at 33 North LaSalle Street, Chicago, Illinois

(hereinafter referred to as the "Debtor"), desires or may desire at some time and/or from time to time to obtain financial accommodation from EXCHANGE NATIONAL BANK OF CHICAGO (hereinafter referred to as the "Bank"); and

WHEREAS, if the undersigned (or any if more than one) is a corporation, it represents that it is a corporation organized under the laws of _____ and that Debtor (a) is engaged in business as its corporate affiliate or subsidiary of guarantor, and/or (b) is engaged in selling, marketing, using or otherwise dealing in goods supplied to it by undersigned or supplies to undersigned goods sold, marketed, used or otherwise disposed of by undersigned, and/or (c) will derive advantage from each and every such financial accommodation; and

WHEREAS, in view of the premises aforesaid and because of the business relations between the undersigned and the Debtor, it is deemed to be to the direct and financial advantage of the undersigned that it enter into this guaranty with the Bank and to secure the same as herein described.

NOW, THEREFORE, FOR VALUE RECEIVED it is agreed that the preceding provisions and preambles are an integral part hereof and that this guaranty shall be construed in light thereof, and in consideration of advances, credit, or other financial accommodation heretofore afforded, concurrently herewith being afforded or hereafter to be afforded to the Debtor by the Bank or any of its affiliate or subsidiary corporations, or their successors or assigns (all of which are collectively called the "Bank"), the undersigned guarantor (jointly and severally if there be more than one guarantor) hereby unconditionally and absolutely guarantees to the Bank, irrespective of the validity, regularity or enforceability of any instrument, writing, arrangement or credit agreement relating to or the subject of any such financial accommodation, the full and prompt payment in full to the Bank at maturity, whether by acceleration or otherwise, and at all times, thereafter of all indebtedness, obligations and liabilities of every kind and nature of the Debtor to the Bank (including all indebtedness, obligations and liabilities of partnerships, created or arising while the Debtor may have been or may be a member thereof), howsoever evidenced, whether now existing or hereafter created or arising, direct or indirect, primary or secondary, absolute or contingent, due or to become due, or joint or several, and howsoever owned, held or acquired, whether through discount, overdraft, purchase, direct loan or as collateral, or otherwise, and the prompt, full and faithful performance and discharge by the Debtor of each and every of the terms, conditions, agreements, representations and warranties on the part of the Debtor contained in any agreement, or in any modification or addenda thereto or substitution thereof in connection with any advance, credit or financial accommodation afforded by the Bank to the Debtor; and the undersigned jointly and severally agree to pay all costs, legal expenses and attorneys' and paralegals' fees of every kind, paid or incurred by the Bank in endeavoring to collect the guaranteed debt or any part thereof, or in enforcing its rights in connection with the collateral, or in enforcing this guaranty, or in defending against any defense, counterclaim, setoff or cross-claim based on any act of commission or omission by Bank with respect to the guaranteed debt, collateral, or in connection with any repayment claim hereinbelow described, promptly on demand of Bank or other person paying or incurring the same.

The term "guaranteed debt," as used herein, shall be deemed to mean and include all said indebtedness, obligations and liabilities of the Debtor to the Bank, including interest, and all said expenses.

In case of the death, incompetency, dissolution, liquidation or insolvency (howsoever evidenced) of the Debtor or any of the undersigned, or in case any bankruptcy reorganization, debt arrangement or other proceeding under any bankruptcy or insolvency law, or any dissolution, liquidation or receivership proceeding, is instituted by or against the Debtor, or any of the undersigned, all guaranteed debt then existing without notice to anyone, immediately become due or accrued and be payable, jointly and severally, from the undersigned (or any thereof if more than one guarantor). If bankruptcy or reorganization proceedings at any time are instituted by or against the Debtor under the United States Bankruptcy Code, and the undersigned (or any thereof, if more than one): (a) is an "insider" as defined in §101(28) of said Code, now existing or hereafter amended; and (b) is an "insider-guarantor" under §547(b) of the Code, now existing or hereafter amended, then in any such event, the undersigned (or any thereof, if more than one) as such "insider-guarantor" agree not to seek recourse (by subrogation or otherwise) against or in any manner become a creditor of the Debtor if called upon to make payment to the Bank hereunder.

All dividends or other payments received from the Debtor on account of guaranteed debt, from whatever source derived, shall be taken and applied by the Bank toward the payment of such of the guaranteed debt and in such order of application as the Bank may in its sole discretion from time to time elect, and this guaranty shall apply to and secure any ultimate balance that shall remain owing to the Bank. The Bank shall have the exclusive right to determine how, when and what application of payments and credits, if any, whether derived from the Debtor or any other source, shall be made on the guaranteed debt and such determination shall be conclusive upon the undersigned.

This guaranty shall in all respects be continuing, absolute and unconditional, and shall remain in full force and effect with respect to each guarantor until written notice by United States certified mail, of its discontinuance as to such guarantor, or of the death or dissolution of such guarantor, shall have been actually received by the Bank and also until all guaranteed debt created or existing before receipt of such notice shall have been fully paid. In case of any such discontinuance, or death or dissolution of any guarantor or guarantors and notice thereof to the Bank, this guaranty shall nevertheless continue and remain in force against the other guarantor or guarantors until discontinued as to such other guarantor or guarantors as hereinbefore provided. No compromise, settlement, release or discharge of, or indulgence with respect to, or failure, neglect or omission to enforce or exercise any right against, any one or more guarantors or the fact that at any time or from time to time, all the guaranteed debt may have been paid in full shall release or discharge the undersigned. In the event of death of the undersigned (or any thereof, if more than one guarantor), this guaranty shall continue as to all debts theretofore incurred by Debtor even though evidence of said debts be renewed or the time of maturity of Debtor's obligations be extended without the consent of the executors or administrators of the undersigned (or any thereof, if more than one guarantor).

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The undersigned's liability hereunder shall in no way be affected, impaired, reduced or released by any of the following (any or all of which may be done or omitted by the Bank in its sole discretion, without notice to anyone and irrespective of whether the guaranteed debt shall be increased or decreased thereby), namely: (a) any acceptance by the Bank of any new or renewal note or notes of Debtor, or of any security or collateral for, or other guarantors or obligors upon, any guaranteed debt; (b) any compromise, settlement, surrender, release, discharge, renewal, refinancing, extension, alteration, exchange, sale, pledge or election with respect to the guaranteed debt, or any note of Debtor, or with respect to any collateral under Section 1111 of the United States Bankruptcy Code, now existing or hereafter amended, or other disposition of, or substitution for, or indulgence with respect to, or failure, neglect or omission to realize upon, or to enforce or exercise any liens or rights of appropriation or other rights with respect to, any guaranteed debt or any security or collateral therefor or any claims against any person or persons primarily or secondarily liable thereon; (c) any failure, neglect or omission to perfect, protect, secure or insure any of the foregoing security interests, liens, or encumbrances or the properties, or interests in properties, subject thereto; (d) the granting of credit from time to time by the Bank to the Debtor in excess of the amount, if any, to which the right of recovery under this guaranty is limited (which is hereby expressly authorized); (e) any change in Debtor's name or the merger of Debtor into another corporation; or (f) any act of commission or omission of any kind or at any time upon the part of the Bank with respect to any matter whatsoever, other than the execution and delivery by the Bank to the undersigned of an express written release or cancellation of this guaranty. The undersigned hereby consents to all acts of commission or omission of the Bank hereinabove set forth and agrees that the standards by which good faith, diligence, reasonableness and care shall be measured, determined and governed solely by the terms and provisions hereof.

In order to hold the undersigned (or any thereof, if there be more than one guarantor) liable hereunder, there shall be no obligation on the part of the Bank, at any time, to resort for payment to the Debtor or to any one else, or to any collateral, security, property, liens or other rights or remedies whatsoever, all of which is hereby expressly waived by the undersigned.

Diligence in collection or protection, presentment, demand or protest or in giving notice to any one of protest, dishonor, default, or nonpayment or of the creation or existence of any guaranteed debt or of any security or collateral therefor or of the acceptance of this guaranty or of extension of credit or indulgences hereunder or of any other matters or things whatsoever relating hereto are expressly waived.

The payment by the undersigned of any amount pursuant to this guaranty shall not in anyway entitle the undersigned to any right, title or interest (whether by way of subrogation or otherwise) in or to any of the guaranteed debt or any proceeds thereof, or any security therefor, unless and until the full amount owing to the Bank on the guaranteed debt has been fully paid.

To secure payment of the guaranteed debt, the undersigned grants to Bank a security interest in all property of the undersigned delivered concurrently herewith or now or at any time hereafter in transit to, or in the possession, custody, or control of the Bank, and all proceeds of all such property. The undersigned agrees that the Bank shall have the rights and remedies of a secured party under the Uniform Commercial Code of Illinois, as now existing or hereafter amended, with respect to all of the aforesaid property, including without limitation thereof, the right to sell or otherwise dispose of any or all of such property. The Bank may without notice to anyone, apply or setoff any balances, credits, deposits, accounts, moneys or other indebtedness at any time credited by or due from the Bank to any of the undersigned against the amounts due hereunder. Any notification of intended disposition of any property required by law shall be deemed reasonably and properly given if given at least five (5) calendar days before such disposition.

The undersigned waives the filing of a claim with a court in the event of receivership or bankruptcy of the Debtor, and waives every defense, counterclaim or setoff which the undersigned may now have or hereafter may have to any action by Bank in enforcing this guaranty, including, without limitation, every defense, counterclaim or setoff which the undersigned may now have, or hereafter may have, against the Debtor or any other party liable to the Bank in any manner. As further security, any and all debts and liabilities now or hereafter arising and owing to any of the undersigned by the Debtor, or any other party liable to the Bank are hereby subordinated to the Bank's claims and are hereby assigned to the Bank. The undersigned ratifies and confirms whatever Bank may do pursuant to the terms hereof and with respect to any collateral for the guaranteed debt, and agrees that Bank shall not be liable for any error in judgment or mistakes of fact or law. The undersigned (or any, if more than one) hereby agrees that the undersigned (or any, if more than one) may be joined as a party defendant in any legal proceeding (including, but not limited to, a foreclosure proceeding) instituted by the Bank against the Debtor, and hereby waives irrevocably, at the option of the Bank, the right to trial by jury with respect to any such legal proceeding in which the undersigned (or any, if more than one) and the Bank are adverse parties.

Should a claim ("repayment claim") be made upon the Bank at any time for repayment of any amount received by the Bank in payment of the guaranteed debt, or part thereof, whether received from the Debtor, the undersigned pursuant hereto, or otherwise from the Debtor, or received by the Bank as the proceeds of collateral, by reason of (1) any judgment, decree or order of any court or administrative body having jurisdiction over the Bank or any of its property, or (2) any settlement or compromise of any such repayment claim effected by the Bank, in its sole discretion, with the claimant (including the Debtor), the undersigned shall remain jointly and severally liable to the Bank for the amount so repaid to the same extent as if such amount had never originally been received by the Bank, notwithstanding any termination hereof or the cancellation of any note or other instrument evidencing any of the indebtedness.

The Bank may, without notice to anyone, sell or assign the guaranteed debt, or any part thereof, or grant participations therein, and in any such event each and every immediate or remote assignee or holder of, or participant in, all or any of the guaranteed debt shall have the right to enforce this guaranty, by suit or otherwise for the benefit of such assignee, holder, or participant, as fully as if herein by name specifically given such right; but the Bank shall have an unimpaired right, prior and superior to that of any such assignee, holder or participant, to enforce this guaranty for the benefit of the Bank, as to any part of the guaranteed debt retained by the Bank.

No release or discharge of any one or more of the undersigned (if there be more than one guarantor), or of any other person, whether primarily or secondarily liable for and obligated with respect to the guaranteed debt, or the institution of bankruptcy, receivership, insolvency, reorganization, dissolution or liquidation proceedings by or against any such guarantor or person, or the entry of any restraining or other order in any such proceedings, shall release or discharge any one or more of the undersigned (if there be more than one guarantor), or any other guarantor of the indebtedness, or any other person, firm or corporation liable to the Bank for the guaranteed debt, unless and until all of the guaranteed debt shall have been fully paid.

To the end that the Debtor or any of the undersigned is either a partnership or a corporation, all references herein to the Debtor

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and to the undersigned, respectively, shall be deemed to include any successor or successors, whether immediate or remote, to such partnership or corporation.

If this guaranty is not dated or contains any blanks when executed by the undersigned or any one of them, Bank is hereby authorized, without notice to the undersigned or any of them, to date this guaranty as of the date it was executed by the undersigned or any one of them and to complete any such blanks according to the terms upon which this guaranty is executed by the undersigned and is accepted by the Bank.

This guaranty has been delivered at Chicago, Illinois, and shall be construed and the rights, remedies and liabilities of the parties shall be determined in accordance with the laws of the State of Illinois, in which State it shall be performed by the undersigned.

All actions arising directly or indirectly as a result or in consequence of this guaranty shall be instituted and litigated only in courts having situs in the City of Chicago, Illinois, and the undersigned (or any, if more than one) hereby consents to the exclusive jurisdiction and venue of any State or Federal Court located and having its situs in said city, and waives any objection based on forum non-conveniens, and the undersigned (or any, if more than one) hereby waives personal service of any and all process, and consents that all such service of process may be made by certified mail return receipt requested, directed to the undersigned at the address indicated in the Bank's records; and service so made shall be complete five (5) days after the same has been deposited in the U.S. mails as aforesaid.

Wherever possible each provision of this guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this guaranty.

It is agreed that the undersigned's liability is independent of any other guaranties at any time in effect with respect to all or any part of the Debtor's indebtedness to the Bank, and that the undersigned's liability hereunder may be enforced regardless of the existence of any such other guaranties.

No delay on the part of the Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall preclude other or further exercise thereof, or the exercise of any other right or remedy; nor shall any modification, termination, discharge or waiver of any of the provisions there be binding upon the Bank except as expressly set forth in a writing duly signed and delivered on behalf of the Bank.

This guaranty (i) is valid, binding and enforceable in accordance with its provisions, and no conditions exist to the legal effectiveness of this guaranty; (ii) contains the entire agreement between the undersigned and the Bank; (iii) is the final expression of their intentions; and (iv) supersedes all negotiations, representations, warranties, commitments, offers, contracts (of any kind or nature, whether oral or written) to or contemporaneous with the execution hereof. No prior or contemporaneous representations, warranties, understandings, offers or agreements of any kind or nature, whether oral or written, have been made by the Bank or relied upon by the undersigned in connection with the execution hereof.

If the undersigned (or any thereof if there be more than one guarantor) is a corporation, such corporate undersigned hereby represents and warrants to Bank that the execution and delivery of this guaranty has been duly authorized by resolutions heretofore adopted by its Board of Directors and Shareholders in accordance with law and its by-laws, a certificate with respect thereto being hereto attached and by express reference is made part hereof, that said resolutions have not been amended nor rescinded, are in full force and effect, and that the officers executing and delivering this guaranty for and on behalf of the undersigned corporation, are duly authorized so to act. The Bank, in accepting this guaranty, is expressly relying upon the aforesaid representations and warranties.

The provisions hereof shall be binding upon the undersigned (jointly and severally if there be more than one guarantor) and upon the heirs, legal representatives, successors and assigns of the undersigned and shall inure to the benefit of the Bank and its successors and assigns.

SIGNED AND DELIVERED by the undersigned, at Chicago, Illinois, this 20 day of October, 19 87.

(INDIVIDUAL/SOLE PROPRIETOR
SIGN BELOW)

Robert F. Rutenberg

Name

(CORPORATION OR PARTNERSHIP
SIGN BELOW)

Name of Corporation or Partnership

By: _____

Its: _____

If a corporation, signature shall be attested and Corporate Seal should be affixed as follows:

ATTEST:

By: _____

Its: _____

(CORPORATE SEAL)

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THE JUDICIAL BRANCH - ALL JUDICIAL
OFFICIALS

CLERK OF THE COURT

11/17/17

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ACKNOWLEDGMENT OF SIGNATURES

STATE OF _____)
)SS
COUNTY OF _____)

I, _____, a Notary Public in and for the state and county
aforesaid, do hereby certify that before me this day personally appeared _____.

(Cross out inapplicable paragraphs below)

(a) (For Corporation) known to me to be the _____
President and _____ Secretary of _____
a _____ corporation, and each

(b) (For Partnership) known to me to be one of the partners of the partnership that executed this guaranty; and

(c) (For individual(s)) known to me to be the same person(s) whose name(s) is (are) subscribed to this guaranty

and acknowledged to me that he (they) executed and delivered this guaranty as his (their) free and voluntary act, for the uses and
purposes set forth above.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____,
19 _____.

Notary Public

My Commission Expires: _____

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2007年12月15日 星期一

1. *Chlorophyll *a** and *Chlorophyll *b** were determined by the method of Arar and Collins (1971).

The following table shows the results of the regression analysis for the dependent variable "Return on Assets" (ROA). The independent variables are "Liquidity", "Capital Structure", and "Profitability". The table includes the coefficient estimates, standard errors, t-statistics, and p-values for each variable.

Variable	Coefficient	Standard Error	t-statistic	p-value
Liquidity	0.1234	0.0567	2.17	0.0345
Capital Structure	-0.0876	0.0432	-2.03	0.0456
Profitability	0.2345	0.0210	11.17	<0.0001

The results indicate that Liquidity and Capital Structure have a positive and significant impact on ROA, while Profitability has a negative and significant impact. The overall model is statistically significant, as indicated by the F-statistic (F(3, 100) = 12.34, p < 0.0001).

1. *Journal of Management Studies*, 1996, 33, 1, 1-14.

1. *Journal of the American Medical Association*, 2000; 284: 2689-2695.

konsep yang ada di masyarakat. Hal ini dapat dilihat dari beberapa hal, yaitu:

...the fact that the *in vitro* and *in vivo* results are in good agreement, and that the *in vivo* results are in good agreement with the results of the *in vitro* studies.

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[illegible]

...and the other is the fact that the ...

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