U NIE ET ET EXCHANGE NORTH OF 19 87609390

This MORTGAGE is made this 30th day of October , 1987, between therein referred to as 'Mortgagor') and THE EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association (herein referred to as 'Mortgagee').

THAT WHEREAS, Mortgagor executed a note (the 'Note'), whereby Mortgagor is indebted to Mortgagee in the principal sum of Dollars (\$ 50,001.00 ______), ('Credit Limit'), or so much of that sum as may be advanced pursuant to The Exchange National Bank of Chicago Equity Exchange Agreement and Disclosure Statement (the 'Agreement'). The terms of said Note and Agreement are incorporated by reference herein.

NOW, THEREFORE, Mortgagor to secure the payment of the indebtedness evidenced by the Note, including, but not limited to, the obligatory future advances ('Future Advances') which advances are more fully described in Paragraph 17 hereof, and each of which shall have the same priority as any advance made on the date this document is executed and the payment of all other sums advanced in accordance with the terms of this Mortgage, Mortgagor does hereby grant, mortgage and convey unto the Mortgagee, its successors and assigns, the following described Real Estate in the County of COOK and the State of Illinois:

See Attached Exhibit A

which, with the property hereinafter described, is referred to herein as the 'Premises.'

TOGETHER with all improvements thereon and which may hereafter be erected or placed thereon, and all appurtenances, rights, royalties, mineral, oil and gas rights, and essements thereunto belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the infertgagee as additional security and as an equal and primary fund with the property herein conveyed for the repayment of the moneys secured by this Mortgage, and any and all appurtenances, fixtures and equipment in or that may at any time be placed in any building not or hereafter standing on said Premises.

It is mutually covenanted and agree a, by and between the parties hereto that, in addition to all other things which at law or by convention are regarded as fixtures, and specifically but not by way of limitation all shades and awnings, screens and carpets, shrubbery, gas and electric fixtures, radiators, heaters, e. gines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating inxtures, mirrors, mantels, refrigerating plants, iceboxes, electric refrigerators, air conditioning apparatus, cooking apparatus and appurtence, and such other goods and chattels as may ever be furnished by a landlord in letting and operating an unfurnished building, similar to eary building now or hereafter standing on said Premises, whether or not the same are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner whatsoever, which are now or hereafter to be used upon said described Premises shall be conclusively deemed to the 'fixtures' and an accession to the freehold and a part of the realty, whether affixed or annexed of the conclusively deemed to the 'fixtures' and an accession to the freehold and a part of the realty, whether affixed or annexed of the property, have evenents, furniture, apparatus, furnishings and fixtures, are hereby expressly conveyed, assigned and pledged; and as to any of the property aforesaid, which does not so form a part and parcel of the Real Estate or does not constitute a 'fixture' as such term is defined in the Uniforn Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor as Debtor hereby grants to the Mortgage as Secured Party (as such terms are defined in the Uniform Commercial Code).

TO HAVE AND TO HOLD the above described Premises with the applicationances and fixtures thereto appertaining or belonging unto the Mortgagee, its successors and assigns, forever, for the purposes herein set fold and for the security of the said Note hereinbefore described, and interest thereon and free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and related.

In addition, the Mortgagor covenants with the Mortgagee as follows:

- 1. Mortgagor shall promptly pay when due without setoff, recoupment, or deduction (d) e principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, including the principal of an interest on any Future Advances secured by this Mortgage.
- 2. All payments received by Mortgagee under the Note and Paragraph 1 hereof shall be addied by Mortgagee first in payment of interest payable on the Note, then to any late charges and/or insurance premium that is due, and then to the principal of the Note, including any amounts considered as added thereto under the terms hereof.
- 3. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or ne enter on the Premises which may become damaged or be destroyed; (2) keep said Premises in good condition and repair, without waste, end free from mechanic's or other lieus or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof and exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said Premises; (5) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; (6) make no material alterations in said Premises except as required by law or municipal ordinance.
- 4. Mortgagor shall immediately pay when due all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and shall furnish to Mortgagee duplicate receipts therefor within thirty (30) days after payment thereof.
- 5. Mortgagor shall keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by fire, lightning and such other risks and hazards as are insurable under the present and future forms of all-risk insurance policies, providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgagee clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration. All policies of insurance shall contain a provision requiring that evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagee.
 - 6. A. In case of loss by fire or other casualty, the Mortgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized either (i) to settle and adjust any claim under such insurance policies without consent of Mortgagor, or (ii) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case Mortgagee is authorized to collect and receipt for any such insurance money. If (i) Mortgagor is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease or leases which are or may be prior to the lien of this Mortgage, and (ii) such damage or destruction does not result in cancellation or termination of such lease,

and (iii) the insurers do not dery liability as a the insured, such proceeds, there deducing therefor any expenses incurred in the collection thereof, shall, subject of the provision of subparatron. It and C heleof, the second reimburse Mortgagor for the cost of rebuilding or restoration of buildings and improvement of the Franciscs, in all other cases, such insurance proceeds may, at the option of Mortgagee, either be applied in reduction of the indebtedness secured hereby, whether due or not, or be held by the Mortgagee and used to reimburse Mortgagor for the cost of rebuilding or restoration of the buildings or improvements of the Premises. In the event Mortgagee elects to apply said insurance proceeds in reduction of the indebtedness secured hereby, all expenses and fees of collection shall first be deducted and paid to Mortgagee, and it is further covenanted and agreed that should the net insurance proceeds be insufficient to pay the then existing indebtedness secured hereby, together with all accrued interest thereon, fees and charges, Mortgagee may, at its sole election, declare the entire unpaid balance of the debt secured hereby to be immediately due and payable, and the failure of the payment thereof shall be a default hereunder.

- B. In the event Mortgagee elects to permit any such insurance proceeds to be applied to pay for the cost of rebuilding or restoration of the buildings and improvements on the Premises, such funds will be made available for disbursement by Mortgagee; provided however, that (i) should any insurance company have, in the opinion of Mortgagee, a defense against Mortgagor (but not against Mortgagee) to any claim for payment due to damage or destruction of the Premises or any part thereof by reason of fire or other casualty, submitted by Mortgagee or any party on behalf of Mortgagee, or should such company raise any defense against Mortgagee (but not against Mortgagor) to such payment, or (ii) should the net proceeds of such insurance collected by Mortgagee together with any funds deposited by Mortgagor with Mortgagee be less than the estimated costs of the requisite work as determined by Mortgagee, which estimate shall include reasonable contingency, then in either case Mortgagee may, at its option, whether or not Mortgagee has received funds from any insurance settlements, declare the unpaid balance of the debt secured hereby to be immediately due and payable, and Morrgagee may then treat the same as in the case of any other default hereunder. In the event such proceeds are applied toward restoration or rebuilding, the buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. Such proceeds shall be made available, from time to time, upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, valvers of lien, contractors' sworn statements and other evidence of cost and of payments, including insurance against mechanic's liefe and/or a performance bond or bonds in form satisfactory to Mortgagee which shall be the sole or a dual obligee, and which bone stall be written with such surety company or companies as may be satisfactory to Mortgagee. All plans and specifications for such rebuilding or restoration shall be presented to and approved by Mortgagee prior to the commencement of any such repair or rebuilding. Disbursement of such insurance proceeds shall not exceed ninety percent (90%) of the value of the work performed from time to (ir.e. and at all times the undisbursed balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.
- C. In case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policies, if not applied as aforesaid in rebuilding or restoring the building or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if he shall then be entitled to the same, or as the court may direct. In case of the foreclosure of this Mortgage, the court in its decree may provide that the Mortgagee's classe of said policies making the loss thereunder payable to said decree creditor; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statute in such case made and provided, then and in every such case, each successive redemptor may cause the preceding loss clause attached to each insurance policy to be cancelled and a new loss clause to the attached hereto, making the loss thereunder payable to such redemptor. In the event of foreclosure sale, Mortgagee is nereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to trike such other steps as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said Listance policies.

Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amount owing on any insurance policy; to rebuild, repair or replace any damaged or destroyed portion of the Premises or any improvements thereon; or to perform any act hereunder.

- 7. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire processes of any award or any claim for damages for all or any part of the Premises taken or damaged under the power of eminent domain or by or demnation. The Mortgagor hereby empowers Mortgagee, in the Mortgagee's sole discretion, to settle, compromise and adjust any and all claims or rights arising under any condemnation or eminent domain proceeding relating to the Premises or any portion thereof. Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amount owing due to any condend ation or eminent domain proceeding or to rebuild, repair or replace any portion of the Premises or any improvements thereon or to perform any act hereunder. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, who ther due or not, or to require Mortgagor to restore or rebuild, in which event the proceeds shall be held by Mortgagee and used to rein to see Mortgagor for the cost of the rebuilding or restoring of buildings or improvements on the Premises, in accordance with plans and apraifications to be submitted to and approved by Mortgagee. If the Mortgagor is obligated to restore or replace the damaged or destroyed luildings or improvements under the terms of any lease or leases which are or may be prior to the lien of this Mortgage and if such taking does now esult in cancellation or termination of such lease, the award shall first be used to reimburse Mortgagor for the cost of rebuilding or restoring of buildings or improvements on the Premises, provided Mortgagor is not then in default under this Mortgage. In the event Mortgagor is required or authorized, by Mortgagee's election as aforesaid, to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall-pay such costs in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of said award after payment of such costs of rebuilding or restoration shall, at the option of Mortgagee, he applied on account of the indebtedness secured hereby or he paid to any other party entitled thereto.
- 8. In the event that the Mortgagor fails to make any payment or perform any act required hereunder, the Mortgagee may, but need not, make said payment or perform any act in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged Premises and the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate payable on the principal outstanding under the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default hereunder on the part of Mortgagor.
- 9. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or acclaim thereof.

10. At the option of Mortgagee, and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgagee shall, notwithstanding in the More or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default under the terms of the More; (b) immediately in the event Mortgager shall, without the prior written consent of Mortgagee, sell, transfer, convey, encumber, or assign the title to all or any portion of the Premises, or the rents, issues, or profits therefrom, whether by operation of law, voluntarily or otherwise, or shall contrast to do any of the Premises, or shall grant an option to enter into a contrast to do any of the foregoing, including, but not limited to, a transfer to an illinois Land Trust, (c) immediately in the event any proceeding by or against the Mortgagor under any bankruptey or insolvency statute or by law shall have been instituted; (d) immediately in the event of any levy or lien, including, but not limited to, levies and liens arising from failure to pay any federal tax lien being filed against the Mortgagor berein or the Premises; or (e) immediately when default shall occur in the performance of any other agreement of the Mortgagor berein contained, or contained in the Agreement.

When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for alle all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, Mortgagee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Tortens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title indebtedness secured hereby and immediately due and payable, with interest thereon at the rate payable on outstanding principal under to which either of the Premises. All expendicues and payable, with interest thereon at the rate payable on outstanding principal under to which either of the Premises. All expendicues in connection with (a) any proceeding, including probate and bankruptery proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendent, by reason of this Mortgage or any indebtedness hereby and actually commerced in connection with (a) any threatened and or such rights of or the commerced of any indeptedness of any indeptedness or the nearest of the setually commerced in the commerced of any indeptedness or the setually commerced, when the connection with the foreclosure determined and the preparations of the commerced of any indeptedness or the nearest whether whether with the forec

12. The proceeds of an fine-losure sale of the Promisés shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foregiosalize proceeding, but not limited to, all such items as are mentioned in the preceding paragraph hereof, sond, all other lies which under the cerms hereof, constitute secured indebtedness in addition to that evidenced by the More, with it it rest thereon, as herein provided; third, all principal and interest, remaining unpaid on the More fourth, all principal and interest remaining unpaid on the More fourth, all principal and interest remaining unpaid on other liabilities of Moregagor to Moregages; fifth, any surplus to Moregagor, its successors or assigns, as their rights may an per.

Opon, or at any time the filing of a pil to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver of said Premises. Such appointment may be mide eitler before or after sale, without notice, without regard to the solvency or insolvency or Mortgager at the time of application for such, "elver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not during the penciency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be reces, issues, and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time may authorize the receiver, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net meaning in the long of the payment in whole or in part of (1) the indebtedness secured hereby, or any decree foreclosing this Mortgage, or any tax, special assessment an other may hereby previous decree foreclosing this application is made prior to foreclosure saleh (2) the decree, provided such application is made prior to foreclosure saleh (2) the decree, provided such application is made prior to foreclosure core. The deficiency in the case of a sale and deficiency.

14. No action for the enforcement of the lien or of any provision he eaf shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the flore hereby secured.

15. Mortgagee shall have the right to inspect the Premises at all reasonable t mr s and access thereto shall be permitted for that purpose.

16. Mortgagee has no duty to examine the title, location, existence, or concided of the Premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or emissions hereunder, except in case of its own gross negligence or misconduct or on of the agents or employees of Mortgagee, and or may require indemnities satisfactory to it before exercising any power herein given.

17. The holder of the Note secured by this Mortgage is obligated to make advances of principal as requested from time-to-time for a period of five (5) years from the date of the Mote, unless the amount requested when added to the their or there shall then exist a default under the terms of the Agreement, for More or this Mortgage, or there shall then exist a federal, state, or local statute, law or ordinance or a decision by any tribunal which remarks of the Mortgage, or the priority of validity of the Note or this Mortgage, or the Mortgager shall no longer own the Premises, or the Mortgager is involved in bankruptcy or insolvency proceedings. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance betewith to protect the security of this Mortgage, exceed the Credit Limit.

18. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid.

19. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or the indebtedness or any part hereof, whether or need herein shall include all such persons and all persons liable for the payment of the indebtedness or any part hereof, whether or not shall include all such persons and all persons liable for the payment of the indebtedness or any part hereof, whether or not such persons shall include all such persons and all persons claiming under or the indepth debtedness or any part hereof, whether or not such payment of the indepth of the

20. This Mortgage shall be governed by and interpreted according to the laws of the State of Illinois. In the event any provision of the Mortgage, the Mortgage, the Mortgage, the Mortgage, the Mortgage, the Agreement which can be given effect without reference to the conflict. In this regard, the provisions of the Mortgage, the Agreement which can be given effect without reference to the conflict. In this regard, the provisions of the Mortgage, the Mortgage, or the Agreement shall be deemed severable.

21. The 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 and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

IN WITNESS WHEREOF, the Undersigned has executed this Mortgage on the day and year first above written.

CACA COLOR OF THE COLOR OF THE

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COUNTY OF

Chicago, IL 60603

Daniel G. Carroll

120 S. LaSalle Street

This Document Prepared By:

Who are personally DO HEREBY CERTIFY that

walter J. Foran & Patricia S. Foran who are personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he/she) they signed

and delivered the said instrument as (his/her) their own free and voluntary act for the uses and purposes therein set forth.

1861 1800 Malles 10 4Ab Alte GIVEN under my hand and Notarial Seal this __

Commission Expires Aug. 21, 1989 Commission Expires:

120 S. LaSalle Street The Exchange Mational Bank of Chicago Record and Return To:

Chicago, IL 60603

Attn: J. Samuel Lovering

Address of Premises:

2627 Highland, Evanston, IL 60201

LYING SOUTH

The Collins Close of the Office

LOO-617-88-50 : NLd

RANGE 13, EAST OF THE THIRD PRINCIPAL MERICIAN, LYING OF THE SOUTH LINE OF ISABELLA STREET, IN COOK COUNTY,

LOT 16 IN ROBERT JORGESEN'S ADDITION TO EVANSTON, BEING A SOUTHEAST 1/4 OF FRACTIONAL SECTION 33, TOWNSHIP 42 NORTH, BANGE 13, TOWNSHIP 42 NORTH, BANGE 14, TOWNSHIP 44 NORTH, BANGE 14, TOWNS

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соок солиту весовоек 06.50. pt 78/S1/11 +030 MART 14.05.99 062609-18-* DEPT-01 RECORDING \$2. P1&