MORTGAGE

87049062

THIS INDENTURE WITNESSETH: That the undersigned

Mont Clare Motor Sales, Inc.

of the City of Chicago County of Cook, State of Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

MIDWEST BANK & TRUST COMPANY
1606 N. HARLEM AVENUE
ELMWOOD PARK, ILLINOIS 60635

a corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook in the State of Illinois, to wit:

Lot 1 (except the North 109 feet thereof) Lot 2 (except North 109 feet of the East 1/2 thereof) and all of Lots 3, 4, 5 & 6 in Block 1 in Mont Clare A subdivision of the North 1/2 of Northwest 1/4 of Section 31 and part of the Southwest 1/4 of the Southwest 1/4 of Section 30, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. #13-31-105-020-0000 DAO

This instrument prepared by:

Mr. James I. McMahon, Senior Vice President
Midwest Bank and Trust Company
1606 North Harlem Avenue
Elmwood Park, Illinois 60635

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ADDRESS OF PROPERTY: 6811 W. GRAND AVENUE, CHICAGO, IL 60635

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, venetian blinds, in-a-door beds, awnings, stoves, and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee.

TO HAVE AND TO HOLD all of said property unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the sum of FIVE HUNDRED THOUSAND AND NO/100 Dollars ($500,000.00), which note, together with interest thereon as provided by said note, is payable in monthly installments of INTEREST ONLY BEGINNING FEBRUARY 15, 1987 AND on the 15th day of each month, until maturity, June 15, 1987.

COOK COUNTY, ILLINOIS
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To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained:

A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor.

(2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, under 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, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee. Such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee as its interest may appear.

(3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; to keep said premises in good condition and repair, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; to comply with all requirements of law with respect to the mortgaged premises and the use thereof;

(4) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage, to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

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B. MORTGAGOR FURTHER COVENANTS:

(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagor will repay upon demand any moneys paid or disbursed by the Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;

(2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amout or amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section A(4) above, or for either purpose;

(3) That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises enmasse without offering the several parts separately;

(4) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, and without notice to the Mortgagor, or any party claiming under him, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the Master's sale, toward the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; or on any deficiency decree whether there be a decree therefor in personam or not, such receiver may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of eight per cent (8%) per annum, which may be paid or incurred by or on behalf of the Mortgagee and deemed by the Mortgagee to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which said amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items.

87049062

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 17th day of January, A. D. 1987.

MONT CLARE MOTOR SALES, INC.

X ..... (SEAL)

Nicholas Bianchi, President

..... (SEAL) ..... (SEAL)

STATE OF ILLINOIS
COUNTY OF Cook } ss.

I, Linda D. Lanza, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that Nicholas Bianchi 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 signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal, this 17th day of January, A. D. 1987.

Linda D. Lanza
Notary Public

My Commission Expires September 4, 1988

"OFFICIAL SEAL"
Linda Lanza
Notary Public, State of Illinois
My Commission Expires Sept. 4, 1988

Box MORTGAGE to MIDWEST BANK AND TRUST COMPANY ELMWOOD PARK, ILLINOIS 60635 Loan No.

87049062

I, the undersigned, DO HEREBY CERTIFY, that the following is a complete, true and correct copy of certain resolutions of the Board of Directors of MONT CLARE MOTOR SALES, INC., a corporation duly organized and existing under the laws of the State of Illinois, which resolutions were duly adopted at a duly called meeting of the said Board, held on June 16, 1986, a quorum being present, and are set forth in the minutes of the said meeting; that I am the keeper of the corporate seal and of the minutes and records of this Corporation; and that the said resolutions have not been rescinded or modified:

BE IT FURTHER RESOLVED, that NICHOLAS BIANCHI, PRESIDENT of this Corporation is authorized to borrow from time to time on behalf of this Corporation from the said Bank such sums of money for such times and upon such terms as may to them, or any of them, seem advisable, and to execute in the name of the Corporation notes, drafts, or agreements for the repayment of any sums so borrowed, and they and each of them are hereby authorized to discount with the said Bank any of the notes, bills receivable or acceptances held by this Corporation upon such terms as they may deem advisable and to pledge or hypothecate as security to said Bank any of the notes, bonds, stocks, bills receivable, warehouse receipts and/or other documents, accounts, securities and/or property of the Corporation, and to execute and deliver any and all endorsements or instruments of assignment or transfer which may be necessary or proper in such cases effectually to transfer to the said Bank the property so hypothecated or delivered.

BE IT FURTHER RESOLVED, that NICHOLAS BIANCHI, is authorized to execute on behalf of this Corporation a Mortgage dated Jan.17 , 1987 in the amount of $500,000 with Midwest Bank and Trust Company as Mortgagee.

January 17, 1987

President

Nicholas Bianchi

ATTEST

Michael Bianchi, Secretary

Subscribed and sworn to before me this 17th day of January, 1987.

Linda D. Lanza
Notary Public

My Commission Expires:

September 4, 1988

"OFFICIAL SEAL"
Linda Lanza
Notary Public, State of Illinois
My Commission Expires Sept. 4, 1988

87049062

MAIL TO:

JAMES I. MCMAHON, VICE PRESIDENT
MIDWEST BANK & TRUST COMPANY
1606 NORTH HARLEM
ELMWOOD PARK, IL 60635

BOX 333-HV