THIS INSTRUMENT PREPARED BY AND TO BE RETURNED TO:

Daniel A. Frisch, Esq. WILDMAN, HARROLD, ALLEN & DIXON One IBM Plaza, Suite 3000 Chicago, Illinois 60611

\$17.00

#### MORTGAGE AND ASSIGNMENT OF RENTS

THIS INDENTURE, made April 15, 1987, between Ford City Bank and Trust Co., not personally by as Trustee under that certain trust agreement dated August 8, 1985 and known as Trust So. 4426, herein referred to as "Mortgagor," and Quaker State Oil Refining Corporation, a Delaware Corporation with its principal place of business at 255 Elm Street, Oil City, Perusylvania, herein referred to as "Mortgagee," witnesseth:

THAT, WHEREAS, the Mortgagor is justly indebted to the Mortgagee upon an installment Note of even (attacherewith, in the principal sum of TWENTY-FIVE THOU-SAND AND NO/00 DOLLARS (\$25,000.00), herein referred to as "Note," payable to the order of and delivered to the Mortgagee, in and by which Note the Mortgagor promises to pay the principal sum and interest it the rate and in installments as provided in said Note, with a final payment of the balance die on the 15th day of April, 1992, and all of said principal and interest are made payable at such place as the holders of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 225 Elm Street, Oil City, PA.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt which is hereby acknowledged, do by these presents convey and warrant unto the Mortgagee, and the Mortgagee's successors and assigns, the Real Estate described in Exhibit A hereto, and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, county of Cook, and State of Illinois, which, with the property hereinafter described is referred to herein as the "Premises."

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TOCETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during affision such times as Mortgagors may be entitled thereto (which are pledged primarity and on a parity with said real estate and not secondarify) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the Premises by Mortgagor or its successors or assigns shall be considered as consituting part of the real estate.

TO HAVE AND TO HOLD the Premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free

from all rights and benefits under and by virture of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

#### IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. This is a junior mortgage and is subject to a mortgage dated August 29, 1985 between the Mortgagor herein and South Shore Bank of Chicago and recorded as document number 85193209 and as document number 85195626 ("First Mortgage"). A default under said First Mortgage shall constitute a default under this mortgage.
- 2. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvement; now or hereafter on the Premises which may become damaged or be destroyed; (2) keep said Premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the Premises superfor to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of suck prior lien to the Mortgagee; (4) complete within a reasonable time any 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.
- 3. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, outer charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To provent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
- 4. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lier thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reinburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 5. If, by the laws of the United States of America or of any state having jurisdiction in the Premises, any tax is due or becomes due in respect of the issuance of the Note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagor further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability

incurred by reason of the imposition of any tax on the issuance of the Note secured hereby,

- 6. At such time as the Mortgagor are not in default either under the terms of the Note secured hereby or under the terms of this mortgage, the Mortgagor shall have such privilege of making prepayments on the principal of said Note (in addition to the required payments) as may be provided in said Note.
- Mortgagor shall keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by fire, lightning and windstorm 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 and by the First Mortgage, 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 mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance stout to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 8. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinactore required of Mortgagor 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 expanses 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, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account any default hereunder on the part of the Mortgagor.
- 9. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate produced from the appropriate public office without inquiry into the accurancy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture vax lien or title or claim thereof.
- 10. Mortgagor shall pay each item of indebtedness herein mentioned both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the Note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the Note, (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained or (c) when, pursuant to the terms of said Note, Mortgagee exercises its right to accelerate the indebtedness evidenced thereby.
- 11. 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 forcelose the lien hereof, or in connection with any other action taken by Mortgagee to enforce the terms of this Mortgage, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' 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, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either (a) to prosecute such suit; (b) to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises; or (c) to complete any other such enforcement action. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this is attgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclosure whether or not actually commenced; or (e) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

- 12. The proceeds of any forcelosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the forcelosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagor, their heirs, legal representatives or assigns, as their rights may appear.
- Upon or at any time after the filing of the complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solveney or insolveney of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or roy, as well as during the further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, 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 to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in ease of a sale and deficiency,

- No action for the enforcement of the fien or of any provision hereof shall be 14. subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.
- The Mortgagee shall have the right to inspect the premises at all reasonable 15. times and access thereto shall be permitted for that purpose.
- Mortgagor does hereby waive any and all rights from sale under any order or 16. decree foreclosing this mortgage, on its own behalf and on behalf of each and every person acquiring any interest in or title to the property.
- The Mortgagors shall periodically deposit with the Mortgagee such sums as 17. the Mortgagee may reasonably require for payment of taxes and assessments on the Premises. No such Jeposit shall bear any interest.
- If the payment of said indebtedness or any part thereof be extended or varied or if any parce, the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all inceptedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
- This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons elaiming under or through Mortgagors, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether he not such persons shall have executed the Note or this mortgage. The word "Mortgagee" when used herein shall include the suecessors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the Note secured hereby.
- All unpaid indebtedness secured by this mortgage shall become at once due and payable at the election of the Mortgagee, in the event that Mortgagor conveys, sells, transfers or assigns, or permits to be conveyed, sold, transferred or assigned, in any manner, the premises or any interest of Mortgagor therein, whether by cood or assignment of beneficial interest in Mortgagor.

Ford City Bank and Trust Co. As Trustee as aforesaid

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STATE OF ILLIN	ois)
COUNTY OF COOK	<b>33.</b>
	1. the undersigned a Notary Public, in and for said County, in the State aforesaid, DO HEREBY
	CERTIFY, that Sandra T. Russell Trust Officer
	of FORD CITY BANK AND TRUST CO. and
	Michael B. Lahti, A.V.P. & Trust Officer
Dog Contraction	of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
	and soluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.
	GIVEX under my hand and notatial seal, this
	day of April A.D. 1987
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	Notary Public.
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lay of April, 1987.
10 WITNESS WHEREOF, I have hereunto set my hand and Motarial Seal, this 15th
orth.
retument as tree and voluntary act and for the uses and purpose therein re-
subscribed in the foregoing instrument appeared before me this day in person and being being thist duly sworn by me acknowledged that
County, in the state atoresaid, DO HEREBY CERTIFY that
1, a Notary Public, in and for and residing in County in the State atoresaid DO HEREBY CERTIEY that
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COUNTY OF COOK )

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CERTIFY, that Sandra T. Russell Trust Officer :
of FORD CITY BANK AND TRUST CO. and
Michael B. Lahti, A.V.P. 5 Trus: Officer
of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ************************************
et forth.
GIVEN under my hand and notarial seal, this 30th  ay of April A.D. 1987

Missiel Hobbits.

#### LEGAL DESCRIPTION

Lots 32, 33, 34 and 35 (except that part of said Lots 32, 33, 34 and 35 taken for Cicero Avenue in Case 64L19415) in Block 1 in Frederick H. Bartlett's Marquette Highlands of the East 1/2 of the North East 1/4 of Section 21, Township 38 North, Range 13 East of the Third Principal Meridian, (except that part taken for widening of Cicero Avenue), in Cook County, Illinois.

This property is commonly known as 6330 South Cicero, Chicago, Illinois.