87389597

MORTGAGE

$28.00

THIS MORTGAGE, dated July 13, 1987, is from AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, as Trustee of a Land Trust (the "Land Trust"), created by a Trust Agreement dated July 7, 1987, and known as Trust No. 102992-04, and not in its individual capacity ("Mortgagor", each reference herein to Mortgagor being to such trustee solely in its capacity as trustee and not in its individual capacity) to CITIZENS BANK AND TRUST COMPANY, One South Northwest Highway, Park Ridge, Illinois ("Lender").

I

RECITALS

1.1 Description of Note. Mortgagor has executed and delivered to Lender a Note (the "Note"), of even date herewith in the principal sum of TWO MILLION TWO HUNDRED THOUSAND AND NO/100 ($2,200,000.00) DOLLARS. In the Note, Mortgagor promises to pay to the order of Lender, out of the Mortgage Premises (as defined herein) and the income therefrom, the outstanding principal amount of the Note, together with interest on the principal from time to time outstanding at the annual rate of ONE PERCENT (1%) in excess of the Lender's Prime Rate of interest in effect from time to time until maturity, commencing on the date upon which all or any portion of the loan proceeds are initially disbursed and continuing until the principal is fully paid, and, in any event, payable in full one year from date of initial disbursement. The Lender is not obligated to give such notice of fluxuations. The term "Prime Rate" as used herein, shall mean at any time the Prime Rate of the Lender as announced from time to time by the Lender. It is expressly agreed that the use of the term "Prime Rate" is not intended nor does it imply that said rate of interest is a preferred rate of interest or one which is offered by the Lender to its most credit worthy customers.

1.2 Description of other Lien Agreements. The payment of the Note is secured by this Mortgage and by:

(a) An Assignment of Rents and Leases (the "Assignment") executed by Mortgagor;

(b) Guaranty of RAYMOND S. HARA and ROBERTA HARA, his wife (the "Guaranty"); and such other security instruments now or hereafter given to secure the payment of the Note, collectively referred to herein as the "Other Lien Agreements";

(c) Security Agreement (Chattel Mortgage) executed by Mortgagor's beneficiary ("Beneficiary");

(d) Security Agreement and Assignment-Interest in Land Trust; and

(e) All other loan documentation.

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71-34-743-DH

1.3 Title to Mortgaged Premises. Mortgagor covenants that Mortgagor is the holder of the fee simple title to the Mortgage Premises (as hereinafter defined), that Mortgagor has legal power and authority to mortgage and convey the Mortgage Premises, and that the Mortgage creates a first and prior lien on the mortgaged premises.

1.4 Business Loan. To induce Lender to consummate the Financing, the Mortgagor represents and covenants that the loan (the "Loan") is a business loan (as such term is used in Ill. Rev. Stat. Ch. 17, Sec. 6404, as amended) to Mortgagor, that the beneficiaries of Mortgagor own and operate a commercial enterprise which is carried on for the purpose of investment or profit in connection with the Mortgage Premises and that the funds hereby derived will be used solely to further such commercial enterprise.

II

GRANTING CLAUSES

To secure the payment of the Note and any and all renewals, extensions, modifications and replacements thereof and to assure performance of the agreements contained herein and in the Note and the other Lien Agreements, Mortgagor hereby conveys, mortgages, pledges, grants a security interest in and assigns to Lender:

(a) That certain parcel of Land (the "Land Parcel") located in Cook County, Illinois, commonly known as 5701 West Touhy Avenue, Niles, Illinois 60648, and legally described in Exhibit A attached hereto and made a part hereof;

(b) All buildings, improvements and fixtures (collectively the "Improvements") now or hereafter located on the Land Parcel;

(c) All easements and tenements appurtenant to the Land Parcel and the Improvements;

(d) Mortgagor's right, title and interest in all oral and written leases with, or other agreements for use and occupancy made or agreed to by, any person or entity pertaining to all or any part of the Land Parcel or Improvements, whether such leases have been heretofore or are hereafter made or agreed to and all rents, issues and profits of the Land Parcel and Improvements, the property described in this clause being hereby pledged primarily and on a parity with the Land Parcel and Improvements and not secondarily;

(e) All apparatus, equipment, articles and fixtures (other than fixtures which are a part of the Improvements), now or hereafter owned by Mortgagor or Beneficiaries or their successors or assigns and located in or on the Land Parcel or in the Improvements used or to be used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, trans-

portation and storage, including (without restricting the foregoing) screens, window coverings, window shades, storm doors and windows, floor coverings, carpets, awnings, stoves, stokers, water heaters, disposals, gas and electric equipment, elevators, pumps, motors, dynamos, cabinets and shelving and plumbing, laudnry, refrigerating and cooling equipment, replacements of any such articles and all property owned by Mortgagor and used for similar purposes now or hereafter in or on the Land Parcel or in the Improvements (all such apparatus, equipment and articles being herein collectively referred to as "Apparatus"); and

(f) All other personal property now or hereafter owned by Mortgagor or Beneficiaries or their successors or assigns and located on the Land Parcel or in the Improvements ("Personalty").

Property owned by Mortgagor or Beneficiaries and their successors or assigns shall include property owned by any entity directly or indirectly controlled by any or all of Mortgagor or the Beneficiaries (or their successors or assigns) and now or hereafter located in or on the Land Parcel or in the Improvements, except property of Lessee. The foregoing property described in this Article II is hereinafter collectively referred to as the "Mortgage Premises".

III

COVENANTS

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

(a) Pay when due all sums accruing under this Mortgage or the Note or both.

(b) Keep the Mortgage Premises and all components thereof in good condition and repair, without waste.

(c) Not permit any lien (including a lien junior to the lien hereof) to attach to or remain on the Mortgage Premises without the prior written approval of Lender, unless such lien(s) is promptly discharged, insured over, or released within applicable cure period.

(d) Comply with all laws, ordinances, licenses and governmental rulings applicable to the Mortgage Premises.

(e) Not permit any fixtures, Apparatus or Personalty to be sold, transferred, conveyed, leased, encumbered or alienated in any way or removed from the Mortgage Premises without the prior written consent of Lender, provided that Mortgagor shall have the right to replace fixtures, Apparatus or Personalty with

similar items having value and utility equivalent or superior to that existing on the date hereof, and provided that Lender shall have a first and paramount lien on such replacements.

(f) Not permit any structural alterations of or improvements of the Mortgage Premises to be made, which are not in conformance with the plans and specifications hereto approved by Lender and the municipal zoning body in which the Mortgage Premises are located and not cease to use Mortgage Premises without the prior written consent of Lender.

(g) Permit Lender and its agents to have access to the Mortgage Premises at all reasonable times.

(h) Execute and deliver to or cause to be executed and delivered to Lender on reasonable notice any further agreements and assurances deemed reasonably necessary by Lender to effectuate and evidence a first lien on and a validly perfected security interest in the Mortgage Premises subject only to such encumbrances as are approved by Lender in its Lenders Escrow instructions.

(i) Not permit title to the Mortgage Premises or any portion thereof to be transferred or conveyed directly or indirectly (voluntarily or involuntarily) without the prior written consent of Lender.

(j) Not permit the beneficial interest in the Land Trust to be assigned outright or collaterally assigned, directly or indirectly, voluntarily or involuntarily, without the prior written consent of Lender, provided however that Lender will not unreasonably object to and will permit assignments to members of the immediate family of the beneficiaries, the term "immediate family" meaning spouses or children over the age of 21.

(k) Not permit any lease to be made of any portion or all of the Mortgage Premises without the prior written consent of Lender as to the form and content of each such lease, and following such approval not to materially modify, default under, surrender, terminate, cancel, assign or grant concessions under any such lease without the prior written consent of Lender. Copies of all leases executed during duration of this Mortgage will be forwarded to Lender.

(l) Not enter into or permit to be entered into any management contract or lease, sublease, license, concession or the like ("Management Contract") pertaining to the operation and management of the Mortgage Premises without the prior written consent of Lender not to be unreasonably withheld as to form and content, and following such approval, not to materially modify, default under, surrender, terminate, cancel, assign or grant concessions with respect to any Management Contract without the

prior written consent of Lender; any Management Contract shall be assigned to Lender as additional security for the payment of the Note under such terms and conditions as shall be satisfactory to Lender.

(m) Cause to be timely performed all obligations of the lessor under any and all leases of all or any portion of the Mortgage Premises.

(n) In the event of loss or damage to the Mortgage Premises, promptly remedy such loss or repair such damage, provided the proceeds of claims under casualty policies for any loss covered by any such casualty policies are made available to Mortgagor for such repair. Mortgagor's repair obligation is not limited to the amount of casualty insurance proceeds recovered from such claim.

(o) Deliver to Lender within 90 days following the end of the tax year applicable to RAYMOND S. HARA and any partnership or other entity formed by the beneficiaries of Borrower or any of them holding a legal or equitable interest in the premise, financial statements satisfactory to Lender, together with such interim financial statements as Lender may require and deliver to Lender upon request, Federal Income Tax Returns as Lender may request. All such financial statements shall be in form satisfactory to Lender and in sufficient detail to give Lender a clear understanding of financial status providing full, fair and accurate disclosures.

(p) Provide Lender with such further information concerning Mortgagor, the Beneficiary or the Mortgage Premises as reasonably requested by Lender.

(q) Cause the Mortgage Premises to be managed at all times in accordance with solid business practice.

(r) Deposit with an institution satisfactory to Lender (such institution herein being referred to as "Holder") on the first day of each month amounts sufficient in the opinion of Lender to create and maintain an adequate reserve fund from which to pay all insurance, taxes, assessments and other charges involving the Mortgage Premises as they become due; provided, however, that all tax, insurance, assessment and other like charge deposits are waived so long as taxes, insurance premiums, and assessments are timely paid and the loan is not in default. Such fund shall be held by Holder without liability for the payment of interest thereon and may be commingled with other assets of Holder. Mortgagor shall deliver to Lender all receipts for payment for insurance, taxes, assessments or other similar charges paid by Mortgagor. The Holder, upon receipt of the Bills, shall pay from such fund premiums, taxes, assessments and other similar charges as they become due. There shall be no

withdrawal from such funds for purposes other than the payment of insurance, taxes, assessments and other similar charges without the prior written approval of Lender. Holder shall not be required to determine the accuracy of any bill or the validity of any such insurance premiums, taxes, assessments or similar charges.

(s) To the extent the items described in the immediately preceding subparagraph are not paid out of the reserve fund described therein, pay before penalties accrue all insurance premiums, taxes, assessments and other similar charges involving the Mortgage Premises and deliver to Lender at least ten (10) days prior to the due date thereof receipts evidencing payment of such items. If any law is enacted deducting mortgage liens from the value of Illinois land for the purpose of real estate taxation or requiring mortgagees to pay a portion of real estate taxes, or pay any tax levied in substitution (in whole or in part) therefor, which has the practical effect of requiring Lender to pay any real estate taxes or the equivalent thereof in respect of the Mortgage Premises, or if there occurs a change in the taxation of mortgages so as to require Lender to pay a tax by reason of its ownership of the Mortgage, Mortgagor shall pay any such tax or reimburse Lender for any payment it may make.

(t) Complete the Improvements in accordance with the plans and specifications approved by Lender.

(u) Not permit a stoppage of construction for a period longer than thirty (30) days, except for matters beyond the reasonable control of Mortgagor.

(v) Construct all improvements in compliance with all governmental regulations and restrictions and with all zoning and building laws and ordinances of the municipality in which the premises are located and with all building restrictions of record, and furnish satisfactory evidence to Lender of such compliance.

3.2 Insurance and Condemnation.

(a) At all times during the term of this Mortgage, Mortgagor shall carry or cause Mortgagor's General Contractor, if any, to carry:

(i) policies insuring the Improvements, fixtures, Apparatus, Personalty and Tangible Goods (as defined in the Security Agreement) from time to time constituting a part of the Mortgage Premises against loss or damage by fire, theft, vandalism, malicious mischief and such other risks as Lender may from time to time require, including, but not limited to, those risks included in the term "extended coverage".

(ii) such other casualty and liability insurance policies as Lender shall from time to time require, including, but not limited to, flood insurance in an amount as least equal to the lesser of the principal balance of the loan or the maximum limit of coverage if the Mortgage Premies are in an area that has been identified by an appropriate governmental official as an area having special flood hazards.

(b) All such insurance policies shall at all times be in amounts reasonably satisfactory to Lender, be in form and substance and with companies acceptable to Lender, bear a non-contributory first mortgage endorsements in favor of Lender, be payable to and remain in force until the debt secured hereby is paid in full. Every such policy shall contain an agreement by the issuer thereof that such policy shall not be cancelled without at least 20 days' prior written notice to Lender. Mortgagor shall pay or cause to be paid all premiums on such insurance policies in advance and shall not permit such premiums to be financed. In the event of a sale of the Mortgage Premises pursuant to a foreclosure of this Mortgage or other Transfer of Title to the Mortgage Premises in satisfaction in whole or in part of the indebtedness secured hereby, title to all such insurance policies and all unearned premiums thereon shall automatically pass to and vest in the purchaser or transferee.

(c) In case of loss or damage, the proceeds of claims under casualty policies pertaining to the Mortgage Premises shall be paid to Lender for application, at the option of Lender either (i) to the indebtedness (in the inverse order of maturity) with the balance of such proceeds, if any, paid to Mortgagor, or (ii) to the restoration of the Mortgage Premises and the Tangible Goods on such conditions and subject to such controls as Lender may impose in its absolute discretion, with the balance of such proceeds, if any, applied (in the inverse order of maturity) against such indebtedness; provided, however, if Lender, in its reasonable discretion, determines that the Mortgage Premises can be restored with the insurance proceeds to a use equal in value to that immediately prior to such casualty, and the Permanent Lender will extend its commitment until all construction is completed and consent to such restoration, Lender will use such proceeds to restore the premises. Lender is hereby authorized to act as attorney-in-fact for Mortgagor in obtaining, adjusting, settling and cancelling all insurance on the Mortgage Premises and the Tangible Goods, in endorsing any checks or drafts drawn by insurers of the Mortgage Premises and the Tangible Goods and in directing Mortgagor to endorse any such checks or drafts as Lender may direct, provided that if Mortgagor is not then in default hereunder, Mortgagee agrees to consult and cooperate with Mortgagor concerning any insurance settlement. Notwithstanding any other provision of this Mortgage or the Note, no application of insurance proceeds to the

indebtedness shall result in a prepayment premium or have the effect of curing any default or extending the time for making any payment due hereunder or under the Note. Lender shall not be held responsible for failure to collect any insurance proceeds due under the terms of any policy provided for herein regardless of the cause of such failure, unless such failure is the result of Lender's gross negligence or willful wrong acts.

(d) In the event of the condemnation or other taking of any part or all of the Mortgage Premises by any federal, state, municipal or other governmental authority or agency thereof, all awards or other compensation for such taking shall be paid to Lender for application (in the inverse order of maturity) on the indebtedness secured hereby, provided that no such application shall result in a prepayment premium or have the effect of curing any default or extending the time for making any payment due hereunder or under the Note.

3.3 Advances.

(a) In the event Mortgagor or beneficiaries fail to perform any act required of any of them by this Mortgage, the Note, or the Other Lien Agreements, or to pay when due any amount required to be paid by this Mortgage, the Note, or the Other Lien Agreements, 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 moneys so advanced by Lender together with all expenses incurred in connection therewith shall be deemed advances ("Advances") under this Mortgage, shall be immediately due and payable and shall be added to the principal amount of the Note. Advances shall bear interest from the date expended at the default rate specified in the Note and shall be secured by this Mortgage and the Other Lien Agreements as though originally a part of the Note.

(b) Mortgagor recognizes that, during the term of the Mortgage, Lender:

(i) may be involved in court or administrative proceedings (including without restrictions the foregoing, foreclosure, probate, bankruptcy, creditors' arrangements, insolvency, housing authority or pollution control proceedings) in which Lender may be a party or may be directly or indirectly involved or in which this Mortgage, the Note, or the Other Lien Agreements, or the Mortgage Premises may be directly or indirectly involved; or

(ii) may make preparations for the commencement of any suit for the foreclosure hereof, which may or may not be actually commenced; or

(iii) may make preparations for the defense of any threatened proceeding which might affect the Mortgage Premises or the priority, validity or effectiveness of the lien created or intended to be created hereby, which proceeding may or may not be actually commenced; or

(iv) may make preparations for and do work in connection with Lender's taking possession of and managing the Mortgage Premises, which event may or may not actually occur; or

(v) may make preparations for and commence other private or public actions to remedy a default, which other actions may or may not be actually commenced; or

(vi) may enter into negotiations with beneficiaries, Mortgagor or agents thereof in connection with the existence of or cure of any default, or the sale of the Mortgage Premises or the assumption of liability for any of the indebtedness represented by the Note.

All expenditures of any kind (which may when necessary be estimated) made by Lender in connection with any of the foregoing as a result of a default by Mortgager hereunder and failure to cure such default without any applicable cure period (including, without limitation, reasonable attorneys' fees) shall be deemed to be advances.

(c) If Lender has control of the rents or the net rents from the Mortgage Premises at any time when any Advance is made it my reimburse itself for such Advance plus interest thereon out of such rents.

(d) Lender, in making any payment authorized herein for taxes or assessments involving the Mortgage Premises, may do so according to any bill or estimate issued by the appropriate public office without inquiry into the accuracy of such bill or estimate or into the validity of any tax, assessment, sale or forefeiture.

IV

DEFAULTS AND REMEDIES

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

(a) The failure by Mortgagor to perform in a full and timely manner any of Mortgagor's obligations under this Mortgage or the Note, and such failure shall have continued for ten (10) days in the case of monetary defaults and for thirty (30) days after notice of default in the case of non-monetary defaults;

the untruth of any representation made herein; or the breach of any Mortgagor's covenants contained herein and failure to cure within any applicable cure period. Lender may in its absolute discretion, but is not obligated to, extend any cure period in writing providing Mortgagor requests an extension prior to expiration of the applicable cure period.

(b) The occurrence of any Default (as defined therein) under any of the Other Lien Agreements.

(c) The taking by eminent domain or other condemnation proceedings of any substantial portion of the Mortgage Premises or of any part thereof which materially impairs any of the intended uses of the Mortgage Premises; provided, however, there is no default if the proceeds proviso in paragraph 3.2(c) hereof is applicable.

(d) An uninsured loss or destruction of any substantial portion of the Mortgage Premises or of any part thereof which materially impairs any of the intended uses of the Mortgage Premises, provided Mortgagor does not promptly begin restoration of the Mortgage Premises and the Permanent Commitment is extended during the restoration period.

(e) The appointment of a receiver, trustee or conservator of all or any part of the Mortgage Premises, the beneficial interest in the Land Trust or the property of either of the beneficiaries.

(f) Seizure, distraint, attachment of a levy or any similar process against the Mortgage Premises, the existence of any lien on the Mortgage Premises in favor of any party other than Lender, or the filing of any proceeding to assert or foreclose a lien on the Mortgage Premises, which proceeding is not dismissed, discharged, insured over, or released within thirty (30) days of the filing thereof.

(g) The entry of a final judgment against Mortgagor which is not satisfied within 15 days of the date on which judgment shall have become final and all stays of execution pending appeal or otherwise shall have expired.

4.2 Foreclosure.

(a) The happening of any Default under this Mortgage shall give Lender the following rights:

(i) If the Default is a default in the payment of any amount due under the Note, and such default shall have continued for ten (10) days after Mortgagee has provided written notice of such default to Mortgagor, this Mortgage, or the Other Lien Agreements the Lender may, without

further notice to or demand upon the Mortgagor or any other party, take any or all of the following actions: declare all indebtedness under the Note, including Advances, to be immediately due and payable, foreclose the Mortgage or exercise any other rights and remedies available to Lender under Illinois law.

(ii) If the Default is not a default in the payment of any such amount, Lender may give Mortgagor notice of such Default and demand that it be cured within 30 days; if such Default is not cured within such 30 day period, Lender may, without further notice or demand, take any or all of the following actions: declare all indebtedness under the Note, including Advances, to be immediately due and payable, foreclose the Mortgage or exercise any other rights and remedies available to Lender under Illinois law.

(b) 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 Mortgage Premises or whether they are then occupied as a homestead. The receiver shall have the power to collect the rents and income from the Mortgage 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 redemption or not. The receiver shall have all other powers for the protection, possession, management and operation of the Mortgage Premises which an absolute owner would have, but the net rents in the hands of the receiver shall be applied on the debt hereby secured or to such reasonable expenses of the receivership or foreclosure suit as the Court may direct.

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

(i) costs and expenses of the foreclosure proceedings;

(ii) Advances and any other obligations outstanding hereunder or under the Other Lien Agreements, all unpaid principal on the Note, all accrued and unpaid interest on the Note and all prepayment premiums, in that order, unless the Lender, prior to the expiration of 60 days following the foreclosure sale, shall elect otherwise, and if Lender shall so elect, then in any order as Lender may specify in such election; and

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

4.3 Mortgagee in Possession.

(a) In the event of any Default under this Mortgage and failure to cure within any applicable cure period irrespective of whether the right to foreclose the Mortgage has accrued to Lender, whether the entire debt has then been accelerated or whether foreclosure proceedings have been commence, Lender may (without further notice or demand) take possession of the Mortgage Premises. While in possession of the Mortgage Premises, Lender shall, have the following powers:

(i) to collect the rents and manage, lease, alter and repair the Mortgage Premises, cancel or modify existing leases, enter into new 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.

(b) Lender may remain in possession of the Mortgage Premises in the event of foreclosure 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 setoff as a result of, any action taken while Lender is in possession of the Mortgage Premises, except only for Lender's own gross negligence or willful wrong acts. In the event foreclosure proceedings are not commenced, Lender may remain in possession as long as a default exists.

4.4 Nature of Remedies. No delay or omission on the part of Lender in the exercise of any remedy available to Lender 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, or any of the Other Lien Agreements.

4.5 Waiver of Redemption. To the extent now or hereafter permitted by law, Mortgagor hereby waives all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its own behalf and on behalf of the trust estate and all persons beneficially interested in the Mortgage Premises and each and every person except decree or judgment creditors of Mortgagor (in its representative capacity), who may acquire any interest in or title to the Mortgage Premises subsequent to the date hereto.

V

MISCELLANEOUS

5.1 Modification of Loan Terms. If the time of payment of the indebtedness 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 hereinafter liable therefor or interested in the Mortgage Premises shall be held to consent to such extensions, renewals, modifications, replacements and releases and their liability and the lien hereof and of the Other Lien Agreements shall continue in full force, the right of recourse against all such parties being reserved by Lender.

5.2 Successors and Assigns. This Mortgage shall inure to the benefit of and be binding upon the successors and assigns of the Mortgagor and Lender and all persons and entities (including owners and lessees) which may hereafter obtain any interest in the Mortgage Premises.

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

Lender: CITIZENS BANK AND TRUST COMPANY
One S. Northwest Highway
Park Ridge, Illinois 60068

Copy to: POLLAK & HOFFMAN LTD.
150 North Wacker Drive, Suite 1450
Chicago, Illinois 60606
Attn: Mr. Bruce F. Hoffman

Mortgagor: AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO
Trustee, Trust No. 102992-04
33 North LaSalle Street
Chicago, Illinois 60690

Copy to: BEERMANN, SWERDLOVE, WOLOSHIN, BAREZKY & BERKSON
69 West Washington Street, Suite 600
Chicago, Illinois 60602
Attn: William Woloshin

Any notice given in the manner specified herein shall be deemed to have been given on the day it is personally delivered or five (5) days after it is deposited in the United States mail.

5.4 Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

5.5 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. If any application of any term, restriction or covenant to any person or circumstances is deemed illegal, the application of such term, restriction or covenant to other persons and circumstances shall remain unaffected to the extent permitted by law.

5.6 Exculpatory Clause. This Mortgage is executed by AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, as Trustee of the Land Trust in the exercise of the authority conferred upon it as such trustee and not in its individual capacity. Nothing contained in the Mortgage or the Note shall be construed as creating any liability on AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO in its individual capacity, to pay the Note or any interest that may accrue thereon, or any fee or charge that may become payable under this Mortgage or the Note, or to perform any covenant (either express or implied) contained in this Mortgage or the Note, all such liability, if any, being hereby waived by Lender and every person hereafter claiming any right or security hereunder. So far as AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO and its successors are concerned, Lender and the owner of any indebtedness accruing hereunder shall, in the event of a Default, look solely to any one or more of the following for the payment of the indebtedness due under the Note or this Mortgage:

(a) The Mortgage Premises and the rents, issues and profits thereof, by the enforcement of the lien hereby created; and

(b) The enforcement of any remedy available under any other loan documentation.

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, as Trustee of a Land Trust created by a Trust Agreement dated July 7, 1987, and known as Trust No. 102992-04, and not in its individual capacity.

[SEAL] By: _____
Trust Officer

ATTEST:

_____
Secretary

87389597

ACKNOWLEDGMENT

1987 JUL 15 PM 2:22 87389597

STATE OF ILLINOIS)
) SS.
COUNTY OF)

I, LORETTA M. SOVIENSKI, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY, that

E. MICHAEL WHELAN and Peter F. Johnson,

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 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 corporation for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY acknowledged that he, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for said uses and purposes.

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

JUL 14 1987.

Loretta M. Sovienski
Notary Public

My Commission expires: _____

This document prepared by and return to:

Mr. Bruce F. Hoffman
POLLAK & HOFFMAN LTD.
150 N. Wacker Drive
Chicago, Illinois 60606
(312) 1726-0001

"OFFICIAL SEAL"
Loretta M. Sovienski
Notary Public, State of Illinois
My Commission Expires 6/27/88

BOX 333-GG -1-

87389597

PARCEL 1:

A TRACT OF LAND BEING PART OF THE EAST 30 ACRES OF THE NORTH EAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL OF THE EAST 17 ACRES OF THE WEST 19 1/2 ACRES OF THE EAST FRACTIONAL 1/2 OF THE NORTH EAST 1/4 OF SAID FRACTIONAL SECTION 32 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF SAID 17 ACRES AND RUNNING THENCE NORTH 89 DEGREES 09 MINUTES 30 SECONDS EAST ON THE NORTH LINE OF SAID NORTH EAST FRACTIONAL 1/4 102.55 FEET TO A POINT 612.16 FEET, MORE OR LESS, WEST OF THE NORTH EAST CORNER OF SAID FRACTIONAL SECTION: THENCE SOUTH 00 DEGREES, 48 MINUTES, 37 SECONDS EAST, 1,124.13 FEET; THENCE SOUTH 89 DEGREES, 38 MINUTES, 50 SECONDS WEST, 324.80 FEET; THENCE NORTH 00 DEGREES, 41 MINUTES, 00 SECONDS EAST, 1,121.76 FEET TO A POINT ON THE NORTH LINE OF SAID NORTH EAST FRACTIONAL 1/4 SAID POINT BEING 193.0 FEET WEST OF THE POINT OF BEGINNING, (AS MEASURED ON THE NORTH LINE OF THE NORTH EAST FRACTIONAL 1/4 OF SAID FRACTIONAL SECTION 32; THENCE NORTH 89 DEGREES, 09 MINUTES, 30 SECONDS EAST, 193.0 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY AGREEMENT BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 15, 1977 KNOWN AS TRUST NUMBER 40063, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 15, 1976 KNOWN AS TRUST NUMBER 39326 AND CONSOLIDATED FOUNDRIES AND MANUFACTURING CORPORATION, A CORPORATION OF DELAWARE, DATED MARCH 29, 1977 AND RECORDED APRIL 19, 1977 AS DOCUMENT 23893061, FOR UNDERGROUND UTILITIES UNDER AND THROUGH THE FOLLOWING DESCRIBED TRACT:

THAT PART OF THE EAST 17 ACRES OF THE WEST 19.5 ACRES OF THE EAST FRACTIONAL 1/2 OF THE NORTH EAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTH EAST CORNER OF SAID 17 ACRES AND RUNNING THENCE NORTH 89 DEGREES, 09 MINUTES, 30 SECONDS EAST, ON THE NORTH LINE OF SAID NORTH EAST FRACTIONAL 1/4 102.55 FEET TO A POINT 612.16 FEET, MORE OR LESS, WEST OF THE NORTH EAST CORNER OF SAID FRACTIONAL SECTION; THENCE SOUTH 00 DEGREES, 48 MINUTES, 37 SECONDS EAST, 1,124.13 FEET; THENCE SOUTH 89 DEGREES, 38 MINUTES, 50 SECONDS WEST, 324.80 FEET; THENCE NORTH 00 DEGREES, 41 MINUTES, 00 SECONDS EAST, 59.31 FEET; THENCE SOUTH 44 DEGREES, 41 MINUTES, 24 SECONDS WEST, 84.63 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED HEREIN, SAID POINT ALSO BEING ON A LINE 50.0 FEET NORTHEASTERLY OF (RIGHT ANGLES MEASUREMENT) AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE CONTINUING SOUTH 44 DEGREES, 41 MINUTES, 24 SECONDS WEST, 54.37 FEET TO THE SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 22 DEGREES, 11 MINUTES, 00 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE 16.31 FEET; THENCE NORTH 44 DEGREES, 41 MINUTES, 24 SECONDS EAST, 54.37 FEET TO A LINE 50 FEET NORTHEASTERLY OF (RIGHT ANGLES MEASUREMENT) AND PARALLEL WITH THE SAID EASTERLY RIGHT OF WAY LINE; THENCE SOUTH 22 DEGREES, 11 MINUTES, 00 SECONDS EAST, ALONG SAID PARALLEL LINE 16.31 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS DISCLOSED BY AGREEMENT BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 15, 1977 KNOWN AS TRUST NUMBER 40063, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 15, 1976 AND KNOWN AS TRUST NUMBER 39326 AND CONSOLIDATED FOUNDRIES AND MANUFACTURING CORPORATION, A CORPORATION OF DELAWARE, DATED MARCH 29, 1977 AND RECORDED APRIL 19, 1977 AS DOCUMENT 23893061, FOR UNDERGROUND UTILITIES, UNDER AND THROUGH THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF THE EAST 17 ACRES OF THE WEST 19.5 ACRES OF THE EAST FRACTIONAL 1/2 OF THE NORTH EAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTH EAST CORNER OF SAID 17 ACRES AND RUNNING THENCE NORTH 89 DEGREES, 09 MINUTES, 30 SECONDS EAST, ON THE NORTH LINE OF SAID NORTH EAST FRACTIONAL 1/4 102.55 FEET TO A POINT 612.16 FEET, MORE OR LESS, WEST OF THE NORTH EAST CORNER OF SAID FRACTIONAL SECTION; THENCE SOUTH 00 DEGREES, 48 MINUTES, 37 SECONDS EAST, 1,124.13 FEET; THENCE SOUTH 89 DEGREES, 38 MINUTES, 50 SECONDS WEST, 324.80 FEET; THENCE NORTH 00 DEGREES, 41 MINUTES, 00 SECONDS EAST, 39.81 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED HEREIN; THENCE SOUTH 44 DEGREES, 41 MINUTES, 24 SECONDS WEST, 84.63 FEET TO A POINT ON A LINE 50 FEET NORTHEASTERLY OF (RIGHT ANGLES MEASUREMENT) AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE NORTH 22 DEGREES, 11 MINUTES, 00 SECONDS WEST, ALONG SAID PARALLEL LINE 16.31 FEET; THENCE NORTH 44 DEGREES, 41 MINUTES, 24 SECONDS EAST, 93.76 FEET; THENCE SOUTH 00 DEGREES, 41 MINUTES, 00 SECONDS WEST, 21.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY AGREEMENT BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 15, 1977 KNOWN AS TRUST NUMBER 40063, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 15, 1976 AND KNOWN AS TRUST NUMBER 39326 AND CONSOLIDATED FOUNDRIES AND MANUFACTURING CORPORATION, A CORPORATION OF DELAWARE, DATED MARCH 29, 1977 AND RECORDED APRIL 19, 1977 AS DOCUMENT 23893061, FOR WATER STORAGE, TANKS AND PUMP HOUSE OVER AND UPON THE FOLLOWING DESCRIBED TRACT:

THAT PART OF THE EAST 17 ACRES OF THE WEST 19.5 ACRES OF THE EAST FRACTIONAL 1/2 OF THE NORTH EAST FRACTIONAL 1/4 OF FRACTIONAL SECTION

32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTH EAST CORNER OF SAID 17 ACRES AND RUNNING THENCE NORTH 89 DEGREES, 09 MINUTES, 30 SECONDS EAST, ON THE NORTH LINE OF SAID NORTH EAST FRACTIONAL 1/4, 102.55 FEET TO A POINT 612.16 FEET, MORE OR LESS, WEST OF THE NORTH EAST CORNER OF SAID FRACTIONAL SECTION; THENCE SOUTH 00 DEGREES, 48 MINUTES, 37 SECONDS EAST, 1,124.13 FEET; THENCE SOUTH 89 DEGREES, 38 MINUTES, 50 SECONDS WEST, 324.80 FEET; THENCE NORTH 00 DEGREES, 41 MINUTES, 00 SECONDS EAST, 125.0 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED HEREIN; THENCE CONTINUING NORTH 00 DEGREES, 41 MINUTES, 00 SECONDS EAST, 97.0 FEET; THENCE NORTH 89 DEGREES, 19 MINUTES, 00 SECONDS WEST, 41.0 FEET; THENCE SOUTH 89 DEGREES, 19 MINUTES, 00 SECONDS WEST, 97.0 FEET; THENCE SOUTH 89 DEGREES, 19 MINUTES, 00 SECONDS EAST, 41.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE EAST 17 ACRES OF THE WEST 19 1/2 ACRES OF THE EAST FRACTIONAL 1/2 OF THE NORTH EAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTH EAST CORNER OF SAID 17 ACRES AND RUNNING THENCE NORTH 89 DEGREES 09 MINUTES 30 SECONDS EAST ON THE NORTH LINE OF SAID NORTH EAST FRACTIONAL 1/4 102.55 FEET TO A POINT 612.16 FEET MORE OR LESS WEST OF THE NORTH EAST CORNER OF SAID FRACTIONAL SECTION; THENCE SOUTH 00 DEGREES 48 MINUTES 37 SECONDS EAST 1124.13 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 50 SECONDS WEST 324.80 FEET; THENCE NORTH 00 DEGREES 41 MINUTES 00 SECONDS EAST 125.0 FEET TO THE PLACE OF BEGINNING OF THE PARCEL TO BE DESCRIBED HEREIN; THENCE CONTINUING NORTH 00 DEGREES 41 MINUTES 00 SECONDS EAST 97.0 FEET; THENCE NORTH 89 DEGREES 19 MINUTES 00 SECONDS WEST 41.0 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 00 SECONDS WEST 97.0 FEET; THENCE SOUTH 89 DEGREES 19 MINUTES 00 SECONDS EAST 41.0 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS
RW.

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