#### UNOFFICIAL CC 87393301

#### MORTGAGE

THIS MORTGAGE made the 2016 day of between FETTER STORAGE WAREHOUSE, INC., a corporation organized and existing under the laws of the State of Illinois, having its principal place of business at 6131 North Northwest Highway, Cook County, Chicago, Illinois (hereinafter called "Mortgagor"),

#### and

YORK FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, with its principal offices at 101 South George Street, P. O. Box M-68, York, Pennsylvania 17405-7068, (hereinafter called "Mortgagee").

#### WITNESSEIH:

WHEREAS, WARNERS SERVICES, INC., a Delaware Corporation, (hereinafter called "Borrower"), by its Mortgage Note bearing even date herewith (hereinafter called "Note") is obligated to fortgagee in the principal sum of Two Hundred Fifty Thousand (\$250,000.00) Dollars lawful money of the United States of America, advanced or to be advanced by Mortgagee according to the terms and conditions of the Note; and

WHEREAS, Borrower has heretofore agreed to the terms and conditions of a Commitment Letter from Mortgagee dated May 19, 1987, (the "Commitment"), which is expressly incorporated herein and made part hereof by reference thereto; and

Mortgagor, by Guaranty bearing even date herewith (the "Guaranty") has quaranteed and become surety for the payment and performance of all Borrower's obligations, duties, covenants, warranties, liabilities and debts to Mortgagee under the Note, the Commitment, this Mortgage and all other documents relating to the loan, as more particularly described in the Guaranty.

NOW, THEREFORE, in consideration for the making of the loan to Borrower

by Mortgagee and to secure the payment of the principal and interest under the Note, and to secure payment of all other sums which may be at any time due and owing to the Mortgagee or its successors and assigns under this Mortgage, the Commitment, the Guaranty, or the Note and to secure the performance and observance of all the covenants, agreements and provisions contained in the Note, the Guaranty, this Mortgage, the Commitment and any and all other documents executed and delivered in connection with the loan, and to secure the payment and performance by Mortgagee under the Guaranty, and to change the properties, interests and rights hereinafter described with such payment, performance and observance, and for other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor has mortgaged, granted, bargained, sold, conveyed, assigned, transferred, pledged, warranted and set over, and LYDES HEREBY MORTGAGE, GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, PLEDGE, WARKAMT AND SET OVER unto the Mortgagee, its successors and assigns forever, the real property described on Exhibit "A" appended hereto and made a part hereof.

TOGETHER WITH any and all existing buildings and improvements erected or to be erected thereon, of every nature whatsoever, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or for any of the same.

TOGETHER WITH all fixtures, appliances, machinery furnishings, inventory and equipment owned by Mortgagor and now or hereafter used in the operation of the business secured hereby or now or hereafter attached to the Land or the buildings and improvements erected thereon and the proceeds thereof.

TOGETHER WITH all and singular the tenements, hereditaments appurtenances belonging to the Land or any part thereof, hereby mortgaged or intended so to be, or in anywise appertaining thereto (including but not limited to all income, rents, and profits arising therefrom), all streets, alleys, passages, ways, watercourses, all other rights, liberties and privileges of whatsoever kind or character, the reversions and remainders, and all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well, at law as in equity, of Mortgagor, in and to all of the foregoing or any or every part thereof (said Land, buildings, improvements,

fixtures, machinery, equipment, tenements, and other property interests being hereinafter collectively called "Premises").

TO HAVE AND TO HOLD the Premises unto the Mortgagee its successors and assigns, in fee simple forever.

AND Mortgagor covenants and agrees with Mortgagee, as follows:

- MARRANTY OF TITLE. Mortgagor warrants and will warrant the property hereby conveyed.
- 2. Principal of and interest upon the Note according to the terms of the Note and Guaranty, reasonable charges fixed by Mortgagee to satisfy and discharge this Mortgage of record, and all other sums hereby secured; and shall keep and perform or cause to be kept and performed every other covenant and agreement of the Note, Guaranty and this Mortgage.
- WASTE, MAINTENANCE, COMPLIANCE AND INSPECTION. Mortgagor shall abstain from and not permit the commission of waste in or about the Premises; shall not remove or demolish or alter the structural character of any building at any time erected on the Premises without the prior written consent of Mortgagee: shall maintain the Premises in good condictor and repair, reasonable wear and tear excepted; and shall comply with any municipal ordinance or regulation affecting the Premises within thirty (30) days ofter notice thereof; provided, however, that if Mortgagor shall in good faith, and by proper legal action, contest any such ordinance or regulation, or the validity thereof, then Mortgagor shall not be required to comply therewith so long as such contest operates to prevent enforcement, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor. Mortgagee shall have the right, but not the duty, to enter upon the Premises at any reasonable hour to inspect the order, condition, and repair thereof.
- 4. **INSURANCE.** Mortgagor shall keep the building and improvements on the Land continuously insured against loss by hazards and casualties, with all

risk coverage in such total amount as Mortgagee may from time to time require (but such amount shall in no event be less than full fair insurable value of said buildings and improvements). The policy or policies for such insurance shall be maintained in full force and effect until such time as the indebtedness hereby secured is fully repaid. All policies shall be with an insurance company or companies, and in form satisfactory to Mortgagee, and shall name Mortgagee as additional insured and be payable to Mortgagee according to the terms of a standard mortgagee clause, not subject to full contribution, or of such other form as shall be satisfactory to Mortgagee. Mortgage shall have the right to apply the proceeds of any such insurance, at its election, either to reduce the indebtedness secured hereby or to restore the Premises All renewal policies shall be delivered, premiums paid, to Mortgagee at least con (10) days before the expiration of the old policies. If Mortgagee becomes the owner of the Premises or any part thereof by foreclosure or otherwise, such policies shall become the absolute property of Mortgagee. Mortgagor shall give Mortgagoe twenty (20) days' written notice before any termination or cancellation becomes effective as to Mortgagee.

TAXES AND OTHER CHARGES. Mortgagor shall pay all general and special real estate and other taxes, water and sewer rents and other claims, assessments and liens assessed or which may be assessed against the Premises or any part thereof, without any deduction, defarcation or abatement, not later than ten (10) days before the dates on which such tages, water and sewer rents, claims and liens commence to bear interest or penalties, and not later than such dates shall produce to Mortgagee receipts for the payment thereof in full and shall pay every other tax, assessment, claim, lien, or encumbrance which may at any time be or become a lien upon the Premises; provided, however, that if Mortgagor shall in good faith, and by proper legal action, contest any such taxes, claims, liens, encumbrances or other charges, or the validity thereof, and shall have established on its books, or by deposit of cash with Mortgagee (as Mortgagee may elect), a reserve for the payment thereof in such amount as Mortgagee may require, then Mortgagor shall not be required to pay the same, or to produce such receipts, during the maintenance of said reserve and as long as such contest operates to prevent collection, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor. Mortgagor shall also pay, when due, and will not suffer to remain

outstanding, any charges for utilities, whether public or private, with respect to the Premises.

- ESCROW FUNDS. If required by Mortgagee and following written notice б. to Mortgagor, Mortgagor shall pay to Mortgagee monthly at the time when such monthly installment of principal and interest is payable, an amount equal to one-twelfth (1/12th) of the annual premiums for such all risk hazard and casually coverage insurance and such annual real estate taxes, water rents, sewer rents, special assessments, and any other tax, assessment, claim, lien or encumbrace which may at any time be or become a lien upon the Premises prior to the lien of this Mortgage, and on demand from time to time shall pay to Mortgagee additional sums necessary to pay such premiums and other payments, all as estimated by bortgagee, the amounts so paid to be security for such premiums and other parments and to be used in payment thereof. No amount so paid shall be deemed to be crust funds but may be commingled with general funds of Mortgagee, and no interest shall be payable thereon. If, pursuant to any provision of this Mortgage, the whole amount of said principal debt, or any installment of interest or principal and interest, remaining becomes due and payable, Mortgagee shall have the right at its election to apply any amounts so held against the entire indebtedness secured hereby.
- 7. FUTURE IMPOSITION. If at any time the United States Government or any department or bureau thereof shall require internal revenue stamps on the Note secured hereby, upon demand, Mortgagor shall pay for same; and on default of such payment within thirty (30) days after demand for same, the Mortgagee may pay for such stamps and add the amount so paid to the principal indebtedness evidenced by the Note and secured by this Mortgage, and said additional principal shall bear interest at the rate stated in the Note.
- 8. OTHER LIENS. Mortgagor shall not take or permit any action with respect to the Premises which will in any manner impair the Mortgagee's security under this Mortgage, including, but not limited to, the creation of any additional debt secured by a mortgage on the Premises, or the imposition of any other lien, encumbrance or charge without the prior written approval of the Mortgagee.

- 9. RIGHT TO REMEDY DEFECTS. If Mortgagor fails to pay any tax, claim, lien or encumbrance which shall be or become prior in lien to this Mortgage, or to pay any insurance premium as aforesaid, or to keep the Premises in repair, as aforesaid, or commits or permits waste, then Mortgagee, at its option, may pay said claim, lien, encumbrance, tax assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any action or proceeding with respect to any of the foregoing and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of said purposes, rertgagee may advance such sums of money as it deems necessary. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to this paragraph, together with interest on each advance at the rate payable on the principal balance due on the Note for which this Mortgage is security, and all such sums and interest thereon shall be secured hereby.
- If any part of the Premises is condemned by any 10. CONDEMNATION. lawful authority for any public or quasi-public use or purpose, any award or payment arising therefrom shall be applied first to pay the indebtedness secured hereby. No settlement for the damages sustained thereby shall be made by Mortgagor without Mortgagee's prior written approval thereof. If the amount of an initial award of damages for the condemnation is insufficient to pay the amount of the indebtedness secured hereby in full with interest and costs, Mortgagee shall have the right to file an appeal or such other legal proceedings as legal counsel may advise to be appropriate under the circumstances in the name of Mortgagor or of Mortgagee (fcr which action Mortgagee or such counsel as it chooses is hereby irrevocably appointed attorney-in-fact for Mortgagor), and to prosecute to final conclusion or otherwise dispose thereof, in which event the expenses of the appeal or other appropriate legal proceedings, including but not limited to counsel fees, shall be first paid out of the proceeds, and no credit shall be given on account of the mortgage debt other than a credit for the amount, if any, whereby the final proceeds exceed all such expenses. Nothing in this covenant or elsewhere in this Mortgage shall limit rights otherwise available at law to Mortgagee, including but not limited to rights to intervene as a party to any condemnation proceeding. Any and all compensation, awards, damages, claims, rights of

action and proceeds hereunder are hereby assigned by the Mortgagor to the Mortgagee, to be applied as herein provided. The Mortgagor agrees to execute any assignment agreements that the Mortgagee may require in furtherance thereof.

- ll. **DEFAULT AND REMEDIES.** The following shall constitute Events of Default hereunder:
  - (a) The failure of Borrower to pay any installment of principal or interest under the Note after the same becomes due and payable.
  - (b) The failure of Borrower to pay any other sum required to be paid in the Note, the Commitment or in this Mortgage after the same becomes due and payable.
  - (c) The failure of Borrower to perform or observe any covenant or agreement in the Note, the Commitment or in this Mortgage (other than the payment of morey), and such failure is not cured within thirty (30) days after written notice from Mortgagee.
  - (d) The failure of Mortgagor to perform or observe any duty, obligation, covenant, condition, warranty or agreement under the Guaranty.
  - (e) Mortgagor's estate in the Premises is levied in in execution or by other process of law and said execution or other process is not stayed or satisfied within twenty (20) days from the date of the issuance thereof.
  - (f) Any assignment for the benefit of Mortgagor's or Borrower's creditors, or initiation of other proceedings intended to liquidate or rehabilitate Borrower's or Mortgagor's estate, which proceedings are not discharged, vacated, dismissed, or otherwise terminated and ended within ninety (90) days after the

filing of the same or a valid appeal taken therefrom and is pending; or Mortgagor's or Borrower's becoming insolvent within the meaning of the federal bankruptcy law.

- (g) Any material change in the financial condition of or act or omission of Mortgagor or Borrower or of any other person, corporation or entity now or hereafter liable, absolutely or contingently, for the payment of the whole or any part of the Note, or any act or omission of an officer, director, partner or Trustee thereof which leads Mortgagee reasonably to believe that performance of any of the covenants, agreements or conditions of the Note, the Guaranty or this Mortgage is or may be seriously impaired.
- (h) A default under any document, agreement or instrument now or hereafter evidencing or securing any other obligation or indebtedness of Mortgagor Borrower or any other person, corporation, or entity now or hereafter liable, absolutely or contingently for the whole or any part of the Note to Mortgagee now existing or hereafter arising;
- material respect, of any representation or warranty now or hereafter made to Mortgagee by, on behalf of, or for the benefit of Borrower or Mortgagor or any other person, corporation, or entity now or hereafter liable, absolutely or contingently for the whole or any part of the Note, or contained in the Note, the Mortgage, the Guaranty, the Commitment, any loan application, statement, financial statement, certificate or other document, agreement or instrument furnished, signed or executed in connection herewith by, on behalf of, or for the benefit of Mortgagor or Borrower;
- (j) The default in payment or performance of any term, condition, duty, obligation, warranty, covenant or agreement contained in any document or agreement evidencing a debt or other monetary or other obligation of Mortgagor or Borrower to Mortgagee,

whether presently existing or to be executed in the future, including, without limitation, such Notes, Security Agreements and other documents executed in connection with a Line of Credit loan in the amount of \$250,000.00 and a reservation of funds for new vehicle loans in the aggregate principal amount of \$150,000.00 as set forth in the Commitment.

- (k) The failure of Donald H. Warner to perform or observe any duty, obligation, covenant, condition, warranty or agreement uncer a Guaranty of the loan, of even date herewith.
- (1) The occurrence of any event of default under a Stock Pledge Agreement of even date herewith between Borrower and Mortgagee.
- (m) The occurrence of any event of default under any other mortgage, agreement or other document creating a lien against the Premises held by any person for any purpose; provided, however, this clause shall not be construed to permit the placement of additional liens and encumbrances against the Premises without the express written consent of Mortgagee.

Upon the happening of any one or more Events of Default, the entire unpaid balance of the principal, and the accrued interest and all other sums secured by this Mortgage shall, at the option of Mortgagee, Lecome immediately due and payable without notice or demand, and in any such Event of Default, Mortgagee may forthwith:

Judicial action on the Note or an action to foreclose the mortgage or take such other action, as the law may allow, at law or in equity, for the enforcement thereof and realization on the mortgage security or any other security which is herein or elsewhere provided for, and proceed thereon to final judgment and execution thereon for the entire unpaid balance of said principal sum with interest at the rate provided in the Note, together with all other

sums secured by this Mortgage, all costs of suit, interest as provided in the Note on any judgment obtained by Mortgagee from and after the date of any execution sale of the Premises (which may be sold in one parcel or in such parcels, manner, or otherwise as Mortgagee shall elect) until actual payment is received from said sale of the full amount due Mortgagee, and an attorney's commission for collection which shall be five (5%) percent of the total of the foregoing sums, but not less than Five Hundred (\$500.00) Dollars, without further stay, any law, usage or custom to the contrary netwithstanding, or

Entry; receivership. Enter into possession of the Premises, with or without legal action, and by force if necessary, lease the same, collect all rents and profits therefrom, and administration expense, apply the net rents and profits to the payment of taxes, water and sewer rents, charges and claims, insurance premiums and all other carrying charges (including but not limited to agents' compensation and fees and costs of counsel and receivers) and to the maintenance, repair or restoration of the Premises, or on account and in reduction of the principal or interest, or principal and interest, hereby secured, in such order and amounts as Mortgagee in Mortgagee's sold discretion may elect, or have a receiver appointed to enter into possession of the Premises, collect the rents and profits therefrom, and apply the same as the court may direct. Mortgagee shall be liable to account only for rents and profits actually received by Mortgages. such purposes, Mortgagor hereby authorizes any attorney of any court of record to appear for Mortgagor to sign an agreement for entering an amicable action of ejectment for possession of the Premises, and to confess judgment therein against Mortgagor in favor of Mortgagee, whereupon a writ may forthwith issue for the immediate possession of the Premises, without any prior writ or proceeding whatsoever; and for so doing, this Mortgage or a copy hereof verified by affidavit, shall be a sufficient warrant.

12. WAIVER OF RIGHT TO REDEMPTION AND OTHER RIGHTS. To the fullest

extent permitted by law, the Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under the Mortgagor and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of the Mortgagor and of all other persons are and shall be decard to be hereby weaived to the fullest extent permitted by applicable law. To the fullest extent permitted by law, the Mortgagor, for itself and all who may at any time claim through or under it, hereby waives any and all right to have the assets subject to the lien of this Mortgage marshalled upon any foreclosure or sale. The Mortgagor hereby fully and absolutely waives and releases all rights and claims the Mortgagor may have in and to the Premises as a homestead exemption or other exemption under and by virtue of any act of Illinois now existing or which may hereafter be passed in relation thereto.

ASSIGNMENT OF LEASES AND RENTS AFTER DEFAULT. As further security for payment of the indebtedness and performance of the obligations, covenants, and agreements secured hereby, upon default hereof, Mortgagor assigns to Mortgagee all leases applicable to the Premises already in existence and to be created in the future, together with all rents to become due under existing or future leases. Mortgagor shall provide Mortgagee with a copy of all existing and future leases for rental of the Premises and shall provide copies of any renewals, modifications or extensions thereof. In any such case, Mortgagor hereby confers on Mortgagee the exclusive power, to be used or not in its sole discretion, to act as agent, or to appoint a third person to act as agent for Mortgagor, with power to take possession of, and collect all reacs arising from, the Premises and apply such rents, at the option of Mortgagee, to the payment of the Mortgage debt, taxes, costs of maintenance, repairs, expenses incident to managing and other expenses, in such order or priority as Mortgagee in its sole discretion determine, and to turn any balance remaining over to Mortgagor; but such collection of rents shall not operate as an affirmance of the tenant or lease in the event Mortgagor's title to the Premises should be acquired by Mortgagee. Mortgagee shall be liable to account only for rents and profits actually received by Mortgagee. In exercising any of the powers in this paragraph contained, Mortgagee may also take possession of, and for these

purposes use, any and all personal property contained in the Premises and used by Mortgagor in the rental or leasing thereof or any part thereof.

- otherwise) to any action or proceeding affecting the Premises or the title thereto or Mortgagee's interest under this Mortgage, or employs an attorney to collect any of the indebtedness or to enforce performance of the obligations, coverants, and agreements secured hereby, all reasonable costs, charges, and counse' fees incurred by Mortgagee, in any such case, whether or not suit be commenced, shall be secured hereby as a further charge and lien upon the Premises, and shall bear interest at the rate payable on the principal balance of the Note for which this Mortgage is security.
- 15. WAIVER OF DELENSES AND CERTAIN NOTICES. Mortgagor hereby waives and releases:
  - (a) All errors, defects and imperfections in any proceedings instituted by Mortgagee under this Mortgage, except for lack of required notice.
  - (b) All benefits that might accrue to Mortgagor by virtue of any present or future laws exempting the Premises, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment.
  - (c) All notices not herein elsewhere specifically required, of Mortgagor's or Borrower's default or of Mortgagee's exercise, or election to exercise, any option under this Mortgage.
- 16. TRANSFER OF TITLE. Any transfer by sale, gift, devise, installment sale, or transfer of stock or partnership interest, merger, operation of law or otherwise of the fee title interest in all or any portion of the Premises shall have the same consequence as an event of default respecting the indebtedness secured hereby, and upon such transfer, Mortgagee, without prior notice or the

elapse of any period of grace or the right to cure, shall have the right to declare all sums secured hereby immediately due and payable, and upon failure by Mortgagor to make such payment within thirty (30) days of written demand therefor, Mortgagee shall have the right to exercise all remedies provided in the Note, this Mortgage, the Guaranty, or otherwise at law.

- 17. USE OF PREMISES AFTER DEFAULT. On and after any event of default in the payment of any sum secured hereby, the Mortgagor or anyone claiming by, through, or under him, shall, upon demand of the Mortgagee, become a month-to-month tenant of the Mortgagee and shall pay as monthly rental for the portion of the Premises occupied by the Mortgagor, the respective sums agreed to be paid as monthly payments in this Mortgage in advance on the dates and in the manner provided for such payment in such Note, and in default of so doing, the Mortgagor and anyone claiming by, through, or under him, may be dispossessed by appropriate proceedings, and Mortgagee may exercise such other rights and remedies as it determines to collect rentals and otherwise deal with the tenants on the Premises, and this covenant shall be effective either with or without any action being brought to foreclose this Mortgage and without applying for a receiver to collect rents.
- 18. <u>USE</u>. Mortgagor shall use and occupy the Premises as commercial warehouse/office facilities and for all purposes related thereto and for no other use or purpose, unless the written consent of the Mortgagee has first been obtained.
- 19. PERSONAL FINANCIAL STATEMENTS AND OPERATING STATEMENT. The Mortgagor and Borrower shall provide the Mortgagee with operating statements of the security property and personal financial statements of Mortgagor and Borrower in form and content satisfactory to the Mortgagee within ninety (90) days after the close of each fiscal year.
- 20. ESTOPPEL AFFIDAVITS. The Mortgagee and Borrower within ten (10) days after written request from the other party shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Note and whether or not any offsets or defenses exist against such principal and interest, and/or whether or not there exists or has been any

default under the terms of this Mortgage or under such other documents as are executed in connection with this Mortgage together with the details thereof.

- 21. FURTHER ASSURANCES. At any time, and from time to time, upon request by the Mortgagee, the Mortgagor will cooperate to execute and deliver or cause to be made, executed, and delivered to the Mortgagee any and all other further instruments, certificates, and other documents as reasonably may, in the opinion of the Mortgagee, be necessary or desirable in order to effectuate, complete, perfect or to continue and preserve the obligation of the Borrower under the Note and the lien of this Mortgage and security interest.
- 22. PAYMENT. All payments of principal, interest and any and all other payments required or provided for herein shall be paid at the office of the Mortgagee or at such other place either within or without the Commonwealth of Pennsylvania as the holder of the Note may from time to time designate.
- 23. <u>LATE CHARGES</u>. In the event any installment of principal or interest or payments into the escrew account shall become overdue for a period in excess of fifteen (15) days, a "late charge" may be imposed at the rate of five (5%) percent per annum on all sums so overdue.
- 24. RECORDED INSTRUMENTS. Mortgagor will promotly perform and observe, or cause to be performed or observed, all of the terms, covenants, and conditions of all instruments of record affecting the Premises, noncompliance with which shall affect the security of this Mortgage, and the Mortgagor shall do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances, and other interests and rights in favor of or constituting any portion of the Premises.
- 25. NOTICE. A notice which is mailed certified mail, return receipt requested, to Mortgagor or to the person or persons who are then the owner or owners of the Premises at the Premises or at such other address as Mortgagor shall designate to Mortgagee in writing, and a notice to Mortgagee or such other person as shall be designated in writing by Mortgagee, at the address herein or in said notice, by certified mail, return receipt requested, shall be sufficient notice when required under this Mortgage.

- 26. CUMULATIVE RIGHTS AND REMEDIES. The rights and remedies of Mortgagee as provided herein, or in the Note, or in the Guaranty shall be cumulative and concurrent, and may be pursued singly, successively, or together at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.
- 27. INVALID PROVISIONS TO AFFECT NO OTHER. In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage, the Commitment, the Guaranty, or in the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein, in the Commitment, the Guaranty and in the Note shall be in no way affected, prejudiced, or disturbed thereby.
- 28. SATISFACTION OF 'HIS MORTGAGE. If Mortgagor complies with the provisions of this Mortgage and if Porrower or Mortgagor pays to Mortgagee said principal sum, and all other sums payable to Mortgagee as are hereby secured, in accordance with the provisions of too Note and in the manner and at the times therein set forth, without deduction, fraud, or delay, then and from thenceforth this Mortgage, and the estate bereby granted, shall cease and become void, anything hereinbefore contained to the contrary notwithstanding.
- 29. MORTGAGE ADVANCES. It is understood and agreed by the parties hereto that the consideration for the within Mortgage is the present and future advancement of funds to the Borrower by the Mortgagee to provide for the financing of the purchase of the Premises and it is understood and agreed by the parties hereto that the within Mortgage shall have the full force, effect and benefits of a mortgage to secure present and future advances since this Mortgage is intended to be and is a purchase money mortgage.
- 30. CONSTRUCTION. The words "Mortgagor", "Mortgagee" and "Borrower" include singular or plural, individual, or corporation, and the respective heirs, executors, administrators, successors, and assigns of Mortgagor, Mortgagee, and Borrower as the case may be, the use of any gender applies to all genders. If more than one party is named as Mortgagor, the obligation

# UNOFFICIAL COPY OF A

hereunder of each such party is joint and several. This Mortgage, Commitment and the Note secured hereby shall be construed according to the laws of the State of Illinois.

IN WITNESS WHEREOF, intending to be legally bound hereby, the Mortgagor has caused this Mortgage to be duly executed the day and year first above written.

Of County Clert's Office

ATTEST

FETTER STORAGE WAREHOUSE, INC.

President

(seal)

COMMONWEALTH OF PENNSYLVANIA COUNTY OF YORK SS. On this, the Joha day of , 1987, before me, the undersigned officer, personally appeared Donald & Warner acknowledged himself to be the President Storage Warehouse, Inc., a corporation, and he as such of President being duly authorized to do so, signed the name of the corporation by himself President and acknowledged that he executed for going Mortgage for the purposes therein contained. MITNESS WHEREOF, I have hereunto set my hand and official seal My commission expires: Ω 9

, who

Fetter

: Illinois.

EXHIBIT "A

As 32 and 33 in Block 64 in Norwood Park
Range 13 East of the Third Principal Men
is.

1. B.O

PIN# 13-06-110-007 41 K

ADDRESS 6131 N. NORTHWEST HWY
CHICAGO, FL

PROPINSOBY & AFTER RECORDING, PLEASE RETURN TO:

York Federal Savings and Loan Association 101 South George Street Property of Cook County Clerk's Office P.O. Box M-68