

\$17.00

THIS INDENTURE WITNESSETH: That the undersigned _____

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,

a National Banking Association

a corporation organized and existing under the laws of the UNITED STATES of AMERICA

, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated JANUARY 1, 1967

and known as trust number 25094, hereinafter referred to as the Mortgagor, does hereby Mortgage to

BROOKFIELD FEDERAL BANK FOR SAVINGS

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA, hereinafter

referred to as the Mortgagee, the following real estate, situated in the County of COOK in the State of Illinois, to wit: SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF:

THE WEST 317.11 FEET OF A TRACT OF LAND/ ~~BEING~~ ^{BEGINNING} AT THE SOUTH WEST CORNER OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE NORTH 10 CHAINS; THENCE EAST 10 CHAINS; THENCE SOUTH 10 CHAINS; THENCE WEST 10 CHAINS TO THE POINT OF BEGINNING;

79 30

ALSO

ALL OF LOT 20 IN DOLTON INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

ALL OF LOTS 1 TO 36, BOTH INCLUSIVE, IN BLOCK 4 IN GREENWOOD TERRACE, BEING A RESUBDIVISION OF BLOCKS 1, 2, 4, 5 AND 6 AND BLOCK 3 (EXCEPT LOTS 29 TO 36 INCLUSIVE) OF SUBDIVISION OF PART OF THE SOUTH 25 ACRES OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOT 1 IN BERNHARD ENGLE'S SUBDIVISION OF SAID SECTION;

ALSO

ALL OF THE 16 FOOT WIDE PUBLIC ALLEYS IN BLOCK 4 IN SAID GREENWOOD TERRACE VACATED BY ORDINANCE RECORDED AS DOCUMENT 20312113;

ALSO

INGLESIDE AVENUE (66 FEET WIDE) LYING SOUTH OF THE WESTERLY PROLONGATION OF THE CENTER LINE OF 149TH STREET AND LYING NORTH OF THE NORTH LINE OF SIBLEY BLVD AND LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF GREENWOOD ROAD AND THE WEST 1/2 OF THE ELLIS AVENUE (33 FEET WIDE) LYING SOUTH OF THE EASTERLY PROLONGATION OF THE CENTER LINE OF 149TH STREET AND LYING NORTH OF THE NORTH LINE OF SIBLEY BLVD AND THAT PART OF THE SOUTH 1/2 OF 149TH STREET (33 FEET WIDE) LYING EAST OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF INGLESIDE AVENUE AND LYING WEST OF THE NORTHERLY PROLONGATION OF THE EAST LINE OF ELLIS AVENUE ALL AS HERETOFORE DEDICATED IN SUBDIVISION OF PART OF THE SOUTH 25 ACRES OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH LOT 1 IN BERNHARD ENGLE'S SUBDIVISION IN SAID SECTION AND VACATED BY ORDINANCE RECORDED AS DOCUMENT 20312113, ALL IN COOK COUNTY, ILLINOIS, EXCEPTING FROM THE ABOVE PARCELS THAT PART OF SIBLEY BOULEVARD DEDICATED FOR PUBLIC USE AND DESCRIBED AS FOLLOWS:

THE SOUTH 50.00 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND: THE WEST 317.11 FEET OF A TRACT OF LAND BEGINNING AT THE SOUTH WEST CORNER OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 10 CHAINS; THENCE EAST 10 CHAINS; THENCE SOUTH 10 CHAINS; THENCE WEST 10 CHAINS TO POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PERMANENT TAX NUMBERS: 29-11-129-037 & 29-11-130-035 & 29-11-133-020 PROPERTY ADDRESS: 1000 SIBLEY BLVD, DOLTON, ILLINOIS 60419

1-D 998-07-17 71-70-369

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Box 20

MORTGAGE

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, AS TRUSTEE
UNDER TRUST AGREEMENT DATED JANUARY
1, 1967 AND KNOWN AS TRUST NUMBER
25094
1000 STIBLEY BLVD

DOLTON, ILLINOIS 60419

to

BROOKFIELD FEDERAL BANK
FOR SAVINGS
9009 OGDEN AVENUE
BROOKFIELD, ILLINOIS 60513

MAIL TO:
BROOKFIELD FEDERAL BANK
FCFS SAVINGS
9009 OGDEN AVENUE
BROOKFIELD, ILLINOIS 60513

Loan No. 79 30

8846657

Property of Cook County Clerk's Office

Box 20

MORTGAGE

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, AS TRUSTEE
UNDER TRUST AGREEMENT DATED JANUARY
1, 1967 AND KNOWN AS TRUST NUMBER
25094
1000 SIBLEY BLVD

DOLTON, ILLINOIS 60419

to

BROOKFIELD FEDERAL BANK
FOR SAVINGS
9009 OGDEN AVENUE
BROOKFIELD, ILLINOIS 60513

MAIL TO:

BROOKFIELD FEDERAL BANK
FOR SAVINGS
9009 OGDEN AVENUE
BROOKFIELD, ILLINOIS 60513

Loan No. 79 30

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Property of Cook County Clerk's Office

(7) This mortgage is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Secretary this 27th day of AUGUST, A.D. 19 88

(8) THE MORTGAGOR, AS CORPORATE TRUSTEE, HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREE OR JUDGEMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS TRUST DEED OR MORTGAGE AND HEREBY WARRANTS THAT IT POSSESSES FULL POWER AND AUTHORITY TO WAIVE ITS RIGHTS OF REDEMPTION AS SUCH TRUSTEE.

(9) RESTRICTIONS ON TRANSFER. It shall be an immediate Event of Default and default hereunder if, without the prior written consent of the Mortgagee:

- (a) The Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Premises or any part thereof, or interest therein.
- (b) Any beneficiary of the Mortgagor, if the Mortgagor is a Trustee, shall create, effect or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of such beneficiary's beneficial interest in the Mortgagor.
- (c) Any shareholder of the Mortgagor, if the Mortgagor is a corporation shall create, effect or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any such shareholder's shares in the Mortgagor.
- (d) Any partner or joint venturer, if the Mortgagor is a partnership or joint venture, shall create, effect or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any part of the partnership or joint venture interest, as the case may be, of such partner or joint venturer in the Mortgagor,

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, that the foregoing provisions of this Section 9 shall not apply (i) to liens securing the Indebtedness Hereby Secured, (ii) to the lien of current taxes and assessments not in default or (iii) to any transfers of the Premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interest as the case may be, in the Mortgagor by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate personal representatives and/or committee. The provisions of this Section 9 shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise, shall acquire any part of or interest in or encumbrance upon the Premises, or such beneficial interest in, share of stock of or partnership or joint venture interest in the Mortgagor.

(e) Mortgagee shall permit transfer to a creditworthy transferee after examination of all pertinent financial information, which permission by mortgagee shall not be unreasonably withheld.

SEE COMMERCIAL RIDER ATTACHED HERETO AND MADE A PART HEREOF:

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Secretary this 27th day of AUGUST, A.D. 19 88

ATTEST:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
As Trustee as aforesaid and not personally

By

[Signature]
Secretary

[Signature]
President

COOK COUNTY, ILLINOIS
OFFICE OF CLERK

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STATE OF ILLINOIS
COUNTY OF COOK

SS. 1988 SEP 30 AM 10:08

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I, KAREN E. BURNS a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT Peter H. Johanson and Richard Anderson Assistant Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such, Richard Anderson Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the said Richard Anderson Secretary then and there acknowledged that Richard Anderson as custodian of the corporate seal of said corporation, did affix said seal to said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this

day of AUG 28 1988, A.D. 19

"OFFICIAL SEAL"
Karen E. Burns
Notary Public, State of Illinois
My Commission Expires 8/27/90

[Signature]
Notary Public

My commission expires

COMMERCIAL LOAN RIDER

(10) FINANCIAL STATEMENTS:

The Mortgagor will, within (90) days after the end of each fiscal year of Mortgagor furnish to the Mortgagee at the place where interest thereon is then payable, financial and operating statements of the Premises for such fiscal year, accompanied by a rent roll in substance and form satisfactory to Mortgagee specifying the name of each tenant in occupancy, the number of square feet leased, if applicable, and the annual rental of each such tenant of the Premises, all in reasonable detail and in any event including such itemized statements of receipts and disbursements as shall enable Mortgagee to determine whether any default exists hereunder or under the Note. Such financial and operating statements shall be prepared and certified at the expense of Mortgagor in such manner as may be acceptable to the Mortgagee, and the Mortgagee may, by notice in writing to the Mortgagor, require that the same be prepared and certified, pursuant to audit, by a firm of independent certified public accountants satisfactory to Mortgagee, in which case such accountants shall state whether or not, in their opinion, any default or Event of Default exists hereunder or under the Note. If the statements furnished shall not be prepared in accordance with generally accepted accounting principles consistently applied, or if Mortgagor fails to furnish the same when due, Mortgagee may audit or cause to be audited the books of the Premises and/or the Mortgagor, at Mortgagor's expense, and the costs of such audit shall be so much additional Indebtedness Hereby Secured bearing interest at the Default Rate until paid, and payable upon demand.

(11) UNIFORM COMMERCIAL CODE:

This Mortgage constitutes a Security Agreement under the Uniform Commercial Code of the State in which the Premises is located (herein called the "Code") with respect to any part of the Premises which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate (all for the purposes of this Section 11 called "Collateral"); all of the terms, provisions, conditions, and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Section 11 shall not limit the generality or applicability of any other provision of this Mortgage but shall be in addition thereto:

(a) The Mortgagor (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof.

(b) The Collateral is to be used by the Mortgagor solely for business purposes, being installed upon the Premises for Mortgagor's own use or as the equipment and furnishings furnished by Mortgagor, as landlord, to tenants of the Premises.

(c) The Collateral will be kept at the Real Estate and will not be removed therefrom without the consent of the Mortgagee (being the Secured Party as that term is used in the Code) by Mortgagor or any other person; and the Collateral may be affixed to such Real Estate but will not be affixed to any other real estate.

(d) The only persons having any interest in the Premises are the Mortgagor, Mortgagee and persons occupying the Premises as tenants only.

(e) No Financing Statement covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and Mortgagor will at its own cost and expense, upon demand, furnish to the Mortgagee such further information and will execute and deliver to the Mortgagee such financing statement and other documents in form satisfactory to the Mortgagee and will do all such acts and things as the Mortgagee may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness hereby Secured, subject to no adverse liens or encumbrances; and the Mortgagor will pay the cost of filing the same or filing or recording such financial statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by the Mortgagee to be necessary or desirable.

(f) Upon any default or Event of Default hereunder (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted) and at any time thereafter (such default not having previously been cured), the Mortgagee at its option may declare the Indebtedness Hereby Secured immediately due and payable, all as more fully set forth in this mortgage, and thereupon Mortgagee shall have the remedies of a secured party under the Code, including without limitation the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as the Mortgagor can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace) upon any place where the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and the Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to the Mortgagor's right of redemption and satisfaction of the Mortgagor's obligations as provided in the Code. The Mortgagee without removal may render the Collateral unusable and dispose of Collateral on the Premises. The Mortgagee may require the Mortgagor to assemble the Collateral and make it available to the Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. The Mortgagee will give Mortgagor at least five (5) days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified mail or equivalent, postage prepaid, to the address of Mortgagor at least five (5) days before the time of the sale or disposition. The Mortgagee may buy at any public sale, and if the Collateral is a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, Mortgagee may buy at any private sale. Any such sale may be held as part of and in conjunction with any foreclosure sale of the Real Estate comprised within the Premises, the Collateral and Real Estate to be sold as one lot if Mortgagee so elects. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorneys' fees and legal expenses incurred by Mortgagee, shall be applied in satisfaction of the Indebtedness Hereby Secured. The Mortgagee will account to the Mortgagor for any surplus realized on such disposition.

(g) The remedies of the Mortgagee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of the Mortgagee, including having the Collateral deemed part of the realty upon any foreclosure thereof so long as any part of Indebtedness Hereby Secured remains unsatisfied.

(h) The terms and provisions contained in Section 11 shall, unless context otherwise requires, have the meanings and be construed as provided in the Code.

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