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#### MORTGAGE

THIS INDENTURE, made	November 1	, 19 88, between	
Commercial National	Bank as Trustee	under Trust # 770 dated	9/05/85
		(harain referred	to as "Mortgagora"), and

BANK OF CHICAGO, a banking corporation organized under the laws of the State of Illinois, doing business in Chicago, Illinois, Lender, (herein referred to as "Mortgagee"),

#### WITNESSETH

\$16.00

HOW, THEREFORE, the horroagors to secure the payment of said Hote in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions and renewals thereof, and for the further purpose of securing the payment of any and all obligations, indebtedness and limitations of any and every kind now or hereafter owing and to become due from the Hortgagors of any of them to the Hortgagee or to the holder of said Note or to the Assignee of the Merragee during the term of this mortgage, howsoever created, incurred, evidenced, acquired or arising, whether under the Note or this mortgage or under any other instrument, obligation centract or agreement of any and every kind now or hereafter existing or entered into between the Hortgagors or any of them and the Hortgagee or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in said Note and in any other secondary, fixed or agreements made by and between the parties here'n, and including all present and future indebtedness incurred or arising by reason of the glarantee to Hortgagee by Hortgagora or any of them of present or future indebtedness or obligations of third parties to Hortgagee, and of present and future indebtedness eriginally owing by Hortgagors or any of them to third parties and assigned by said third parties to Mortgagee, and any and all renewals or extensions of any of the foregoing, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of One Dollar in hand paid, the receipt whereof is hereby ocknowledged, do by these presents mortgage and warrant to the Mortgagee, its successors and assigns, the following and State of Cook described Real Estate in the County of Illinois, to wit:

LOTS 3, 4, 5, 6, 7, 8 AND 9 IN BLOCK 65 IN NORTH WEST CAND ASSOCIATION SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RIGHT OF WAY OF NORTHWESTERN ELEVATED RAILROAD COMPANY) IN COOK COUNTY, ILLINOIS

PERMANENT TAX NOS. 13-13-125-002, AFFECTS LOT 3; 13-13-125-003, AFFECTS LOT 4; 13-13-125-004, AFFECTS LOTS 5 AND 6; 13-13-125-005, AFFECTS LOT 7 AND 13-13-125-006, AFFECTS LOTS 8 AND 9.

Commonly known as 4447 N. Kedzie, Chicago, Il.

A961683 MA RCD

which, with the property hereinafter described, is referred to herein as the "premises";

TOCETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all

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such times as Nortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on the premises by the Mortgagors or their successors, shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and

benefits the Hortgagors do hereby expressly release and waive.

This Mortgage consists of 6 pages. The covenants, conditions and provisions listed below thong other things, require Mortgagors to keep the premises in repair, insured and free of liens and to pay and discharge prior liens and taxes, provide that if not paid by Hortgagors, the costs of such repairs, insurance, prior liens and taxes paid by Hortgagee constitute additional indebtedness secured hereby, provide for tax and insurance deposits, for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of fortgagee's attorneys' fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Hortgagors and those claiming through them.

In the event Horigagors sell or convey the premises, or if the title thereto or any interest legal or equitable therein shall become vested in any manner whatsoever in any other person or persons other than Mortgagors, or if Mortgagors is a trust in persons other than Hortgagors's beneficiaries, Mortgagee shall have the option of declaring immediately due and payable all unpaid balances on the Note and enforcing the provision of this mortgage with respect there; o unless prior to such sale or conveyance Mortgagee shall have consented thereto in writing and the prospective purchasers or grantees shall have executed a written agreement in form latisfactory to the Mortgagee assuming and agreeing to be bound by the terms and conditions of said Note and this Mortgage.

COVENANTS, CONDITIONS AND PROVISIONS: 1. Hortgagors covenant and agree (1) To pay said indebtedness and the interest

thereon as herein and in said Note or other evidence thereof provided, or according to any agreement extending the time of payment thereofy (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against the premises (including those heretofore due), and to furnish Hortgagee, upon request, duplicate receipts therefor, and all such items extended against said premises shall be conclusively deemed alid for the purpose of this requirement; (3) To keep the improvements now or herer ter upon said premises insured against damage by fire, and such other hazards as the Nortgage may require to be insured against; and to provide liability insurance and such other insurance as the Hortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, and in such form as shall be satisfactory to the Mortgigee; such insurance policies shall remain with the Hortgagee during said period or periods, and contain the usual clause satisfactory to the Hortgagee making them payable to the Hortgagee; and in co case of foreclosure sale payable to the owner of the certificate of and, owner of any deficiency, any receiver or redemptioner, or any grantee in a deed; and in case of loss of under such policies, the Mortgagee is authorized to adjust, collect and commonise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Hortgagors all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be 💆 signed by the insurance companies, and the Mortgagors agree to sign, upon demand, all receipts, vouchers and releases required of them to be signed by the Hortgagee for such purpose; and the Hortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the premises or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Hortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanics or other lien or claim of lien not expressly subordinated in writing to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said premises not to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to the premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the premises for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon

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said premises, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said premises; (9) To pay the premiums on Hortgage Guaranty Insurance covering this mortgage when required by Hortgagee pursuant to its written commitment; and (10) To pay when due any indebtedness which may be secured by a lien or charge upon the premises, superior to the lien hereof, and upon receipt, exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee.

In addition to any monthly payments of principal and interest payable under the terms of the Note and the discretion of Mortgagee, the Mortgagots agree to pay to the holder of the Note, when requested by the holder of the Note, such sums as may be specified for the purpose of establishing a reserve for the payment of premiums policies of fire insurance and such other hazards as shall be required berounder covering the mortgaged property, and for the payment of taxes and special assessments accruing on the property (all as estimated by the holder of the Note); such sums to be held by the holder of the Note without any allowance for interest, for the payment of such premiums, taxes and special assessments provided that such request whether or not complied with shall not be construed to affect the obligations of the mortgagors to pay such premiums, taxes and special assessments, and to keep the mortgaged premises insured against loss or or lightning. If, however, payments made hereunder for taxes, special assurance premiums shall not be sufficient to pay the amounts necessary as damage by fire or lightning. assessments and insurance prem they become due, then the Mortgagors shall pay the necessary amount to make up the deficiency. If anounts collected for the purpose aforesaid exceed the amount necessary to make such payment, such excess shall be credited on subsequent payments for these purposes to be made by Hortgagors.

3. Hortgagors agree that Hortgagee may employ counsel for advice or other legal service at the Hortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this Instrument, or any litigation to which the Hortgagee may be made a party on account of his lien or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and my reasonable attorney's fees so in a red shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lier, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. amounts shall be payable by the Mortgagors to the Mortgagee on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the After Naturity Rate.

4. In case of default therein, Hortgages may, but need not, make any payment or perform any act herein required of Mortgagors in the form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moveys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Hortgages in its discretion to protect the premises and the Hen hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and phyable without notice and with interest thereon at, the After Naturity Rate. Inaction of Mortgagee shall never be considered as a waiver of any right accruling to it on account of any default hereunder on the part of the Hortgagors.

5. Nortgagee making any payment hereby authorized relating to cases or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or litle or claim

thereof.

6. At the option of the Hortgagee and without demand upon or notice to Hortgagors, all unpaid indebteduess secured by this Mortgage shall, notwithstanding anything in the Note or in this Hortgage to the contrary, become due and payable when default shall occur and continue for three days in the performance of any other agreement of the Hortgagors herein contained.

7. In the event that Mortgagors or either of them (a) consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of Hortgagors assets, or (b) be adjudicated a bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing their inability to pay debts as they become due, or (c) make a general assignment for the benefit of creditors, or (d) file a petition or answer seeking reorganization or arrangement with creditors, or to take advantage of any insolvency law, or (e) file an answer admitting the material allegations of a petition filled against Hortgagors in any bankruptcy, reorganization, or insolvency proceeding, or (f) take any action for the purpose of effecting any of the foregoing, or (g) any order, judgment or decree shall be entered upon an application of a creditor of the Hortgagors by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of the Mortgagors' assets and such order, judgment or decree

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shall continue unstayed and in effect for any period of 30 consecutive days, the holder of the Note may declare the Note forthwith due and payable, whereupon the principal and interest accrued on the Note and all other sums hereby secured, shall become forthwith due and payable as if all of the said sums of money were originally stipulated to be paid on such date; and thereupon the Mortgagee without notice or demand, may prosecute a suit at law and/or in equity as if all money secured hereby had matured prior to its institution. Furthermore, if foreclosure proceedings should be instituted against the premises upon any other lien or claim, the Morgagee may at its option immediately upon institution of such suit or during the pendency thereof declare this Mortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclosure this Mortgage.

8. When the indebtedness hereby secured shall become due whether by demand, acceleration or otherwise, Nortgagee shall have the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, there shall, be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Nortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be extimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Nortgagee may deem to be reasonably recessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the After Maturity Rate, when paid or incurred by Hortgagee in connection with (a), any proceeding, including probate and bankruptcy proceedings, to which Hortgagee whall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the defense of my threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced; or (c) preparations for the commencement of any suit for the oreclosure hereof after accrual of such right foreclose whether or not actually commenced; or (c) preparations for

9. The proceeds of any foreclosure rale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all office items which under the terms hereof constitute secured indebtedness additional to the evidenced by the Note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any surplus to Nortgagors, their heirs, legal representatives or assigns, as

their rights may appear.

10. Upon, or at any time after the filing of suit to foreclose this Hortgage, the Court in which such suit is filed may appoint a receiver of said premises. appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestend or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not a well as during any further times when Nortgagors, except for the intervention of such releiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection (including insurance and repairs), possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or evidenced by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

11. The Hortgagors will not at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of, any stay or extension or moratorium law, any exemption from execution or sale of the premises or any part thereof, wherever enacted, now or at any time hereafter enforced, which may affect the terms and covenants or the performance of this Mortgage, not claim, take, of insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the premises, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment, or order of any court of competent jurisdiction; and the Mortgagors hereby expressly waive all benefit or advantage of any such law or laws, and covenant not to hinder, delay, or impede the execution of any power herein granted or delegated to the Mortgagee, but to suffer and permit, the execution of every power as though no such law or laws had been made or enacted. The Mortgagors, for itself or themselves and all who may claim under it or them,

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walve, to the extent that it may lawfully do so, all right to have the mortgaged property marshaled upon any foreclosure hereof.

12. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same

in an action at law upon the Note.

13. In case the premises, or any part thereof, shall be taken by condemnation, the Hortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all comdemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagors or their assignee.

14. All avails, rents, issues and profits of the premises are pledged, assigned and transferred to the Hortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said premises, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish in absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, trainate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, after or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable commensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion feels that there is no substantial uncorrected default in performance of the Mortgagors agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possection and pay to Hortgagora any surplus income in its hands. The possession of fortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgrees shall, however, have the discretionary power at anytime to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all povers, if any, which it might have had without this paragraph.

15. In the event new buildings and improvements are now being or are to be crected or placed on the premises (that is, if this is a construction less mortgage) and if Mortgagors do not complete the construction of said buildings and improvements in accordance with the plans and specifications approved by Mortgagee, on the before thirty days prior to the due date of the first payment of principal, or if work on said construction should cease before completion and the said work should remail bandoned for a period of thirty days, then and in either event, the entire principal sum of the Note secured by this Nortgage and interest thereon shall at once become due and payable, at the option of Mortgagee, and in the event of abandonment of work-upon-the construction of the said buildings or improvements for the period of thirty days as aforesaid, Mortgagee may, at its option, also enter into and upon the mortgaged premises and complete the construction of the said buildings and improvements and moneys expended by Mortgagee in connection with such completion of construction shall be added to the principal amount of said Note and secured by these presents, and shall be payable by Hortgagors on demand, with interest at the After Maturity Rate. In the event Mortgagee shall elect to complete construction, Mortgagee shall have full and complete authority to employ watchmen to protect the improvements from depredation or injury and to preserve and protect the personal property therein, to continue any and all outstanding contracts for the erection and completion of said building or buildings, to make and enter into any contracts and obligations wherever necessary, either in its own name or in the name of Hortgagors, and to pay and discharge all debts, obligations and liabilities incurred thereby.

16. A reconveyance of said premises shall be made by the Mortgagee to the Mortgagora full payment of the indebtedness aforesaid, the performance of the covenants and

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agreements herein made by the Mortgagors, and the payment of the reasonable fees of said

17. This Mortgage and all provisions hereof, shall extend to and be binding upon Hortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part therof, whether or not such persons shall have executed the Note or this Mortgage; and

In the event this instrument is executed by only one person or entiry all terms as used herein shall be understood and applied as if in their singular forms.

This Mortgage is executed by <u>Commercial National Bank</u> not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal or interest notes contained shall be construed as creating any liability on the said Trustee personally to pay the said principal notes or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if my, being expressly waived by Second Party and by every person now or hereafter claiming any right or security hereunder, and that so far as First Party and its successor and said Trustee personally are concerned, the legal holder or holders of said principal and interest notes and the owner or owners of any indebtedness accruing hereunder shall look society to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note, provided.

IN WITNESS WHEREOF,	Commercial National Bank . not
	rustee as atoresaid, has caused these presents to be signed by its
Dr. Vice Pre	restert, and its corporate seal to be hereunto affixed and
	at Trust of loven, the day and year first above written.
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1.0	By Leone ( Luan
Comara	Title: Serior Vice President
(SEAL)	
	ATTEST CUMPLIES 5. Mel
•	Title: Assistant Frust Officer
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STATE OF ILLINOIS)

I, Anne M. Wegner

a Notary Public, in and for and residing in said County, in the State aforesaid, Do Hereby County OF Cook

Certify, that Leona A. Gleason, and Cynthia S. Neil of said Trustee, who are personally known to me to be the size persons whose names are subscribed to the foregoing instrument as such Sr. Vice President, and subscribed to the foregoing instrument as such Asst. Trust Officer respectively, appeared before me it is day in person and acknowledged that they signed and delivered the said instrument as heir own free and voluntary act and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth; and the said act. Trustee, did active the corporate that the corporate seal of said Trustee, did active the corporate seal of said Trustee to said instrument as her own free and voluntary act and as the free and voluntary act of said Trustee for the uses and purposes therein set forths. and voluntary act of said Trustee for the uses and purposes therein set forth

CIVEN under my hand and Notarial Seal this 1st day of December OFFICIAL SEAL ANNE M. WEGNER NOTARY PUBLIC, STATE OF ILLINOIS

Hall to:

BANK OF CHICAGO 1050 W. WILSON AVE. CHICAGO, IL 60640

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE: 4447 N. Kedzie, Chicago, Il.

BOX 333 - GG

My Commission Expices 611319:

Revised 11/85

THIS DOCUMENT PREPARED BY: Michael B. Dunkin Bank of Chicago, 1050 Wilson Avenue Chicago, Illinois 60640

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