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Exoneration provision restricting any liability of Jefferson State Bank, attached hereto, is hereby expressly made a part hereof.

DUPLICATE ORIGINAL

88070061

This instrument was prepared by Howard M. Turner
222 North LaSalle Street
Chicago IL 60601

M O R T G A G E

THIS MORTGAGE made this 2nd day of December, 1988 by and between Jefferson State Bank, not personally but solely as Trustee under Trust Agreement dated November 7, 1988, and known as Trust No. 1581 (hereinafter referred to as "Mortgagor") and Financo Associates, Ltd. an Illinois corporation, having its principal place of business at 1400 Renaissance Drive, Park Ridge, IL 60068 (hereinafter referred to as "Mortgagee").

W I T N E S S E T H :

WHEREAS, Mortgagor is justly indebted to the Mortgagee on a certain loan ("Loan") in the principal amount of One Hundred Thirty Five Thousand (\$135,000.00) Dollars evidenced by a certain note of the Mortgagor, American National Bank of Chicago as Trustee under Trust dated September 5, 1985 and known as Trust Number 62106, Maryla Sarniak and Boleslaw Mastalski (hereinafter known collectively as "Borrowers") of even date herewith made payable to the order of and delivered to the Mortgagee (the "Note"), in and by which said Note the Borrowers promise jointly and severally to pay the said principal sum two years after date and interest at the rate or rates and in installments as provided in said Note.

WHEREAS, all payments due under the Note are payable at such place as the holder of the Note may from time to time in writing appoint, and in the absence of such appointment, then at the office of the Mortgagee at 1400 Renaissance Drive, Park Ridge, IL 60068.

NOW, THEREFORE, the Mortgagor, to secure the payment of a principal indebtedness of One Hundred Thirty Five Thousand (\$135,000.00) Dollars and interest thereon in accordance with the terms, provisions and limitations of this Mortgage and of the Note secured hereby, and the performance of the covenants and agreements herein contained by the Mortgagor to be performed and the additional obligations hereinafter described, and also in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents MORTGAGE, GRANT, REMISE, RELEASE, ALIEN AND CONVEY unto the Mortgagee, its successors and assigns, the real estate and all of its estate, right, title and interest therein situate, lying and being in the County of Cook and State of Illinois, legally described in Exhibit "A" attached to and made a part hereof which, with the property hereinafter described, is collectively referred to herein as the "Premises";

TOGETHER with all easements and rights of way appurtenant thereto, and all heretofore or hereafter vacated alleys and streets abutting said real estate.

TOGETHER with all buildings and other improvements now located thereon or which may hereafter be placed thereon, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all fixtures, apparatus,

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summary

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equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing): all goods, machinery, tools, fire sprinklers and alarm systems, lobby and all other indoor and outdoor furniture or furnishings, floor coverings, wall coverings, draperies, lighting fixtures and all fixtures, apparatus, equipment and articles which relate to the use, occupancy and enjoyment of the Premises, and are owned by Mortgagor and not tenants, it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically mentioned.

TOGETHER with all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Mortgagor now has or may hereinafter acquire in the Premises, and any and all awards made for the taking of eminent domain, or by any proceedings or purchase in lieu thereof, or of the whole or any part of the Premises, including without limitation any awards resulting from the change of grade of streets and awards for severance damages.

All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall for the purposes of this Mortgage be deemed to be real estate and conveyed and mortgaged hereby.

Mortgagor covenants that it is lawfully seized of the Premises, that the same are unencumbered except as heretofore approved by Mortgagee in writing, and that it has good right, full power and lawful authority to convey and mortgage the same, and that it will forever defend said Premises and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever.

TO HAVE AND TO HOLD the Premises unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth.

The Mortgagor hereby further covenants and agrees to and with the Mortgagee, as follows:

1. PROTECTION AND MAINTENANCE OF THE PREMISES. Mortgagor shall: (i) promptly repair, restore or rebuild any building or improvements now or hereafter on the Premises which may become damaged or be destroyed to substantially the same character as prior to such damage or destruction; (ii) keep said Premises in good condition and repair, without waste, and free from mechanics' lien or other liens or claims for lien not expressly subordinated to the lien hereof or insured over; (iii) immediately pay when due each and every payment or any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof (no such superior lien to be permitted hereunder except Mortgage described as follows): None and upon request exhibit satisfactory evidence of each such payment on account of such prior lien to Mortgagee; (iv) complete within a reasonable time any improvements now or at any time in process of erection upon said Premises; (v) comply with all requirements of applicable law, municipal ordinances, and restrictions of record with respect to the Premises and the use thereof; (vi) make no alterations in said Premises, except as contemplated herein; (vii) suffer or

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permit no change in the intended nature of the occupancy of the Premises, without Mortgagee's written consent; (viii) initiate or acquiesce in no zoning reclassification without Mortgagee's written consent, (ix) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note. As used in this Paragraph 1 and elsewhere in this Mortgage, the term "indebtedness" shall mean and include the principal sum evidenced by the Note, together with all interest and additional interest thereon, and all other sums at any time secured by this Mortgage.

2. PAYMENT OF TAXES, TAX CONTESTS OR TAX DEPOSITS. Mortgagor shall pay to Mortgagee the amount of the 1986 general real estate taxes, and Mortgagee shall hold said amount in escrow and pay the real estate taxes when they become due. If the funds so deposited are insufficient to pay any Taxes when the same shall become due and payable, Mortgagor shall, within seven (7) days after receipt of demand therefor from Mortgagee, deposit such additional funds as may be necessary to pay such Taxes in full. Mortgagor shall pay special taxes, special assessments, water charges, sewer service charges, and all other like charges against the Premises of any nature whatsoever when due and prior to delinquency (all hereinafter referred to as "Taxes"), and shall, upon written request, furnish to Mortgagee duplicate receipts therefor. Mortgagor may contest the validity or amount of any such Taxes by appropriate legal or administrative proceedings diligently prosecuted, provided that Mortgagor has notified Mortgagee of the intention of Mortgagor to contest the same before any Taxes has been increased by any interest, penalties, or costs; and Mortgagor has deposited or caused to be deposited with Mortgagee, at such place as Mortgagee may from time to time in writing designate, a sum of money, a title insurance endorsement or other security reasonably acceptable to Mortgagee and sufficient, in Mortgagee's judgment, to assure payment in full such contested tax and all penalties and interest that might become due thereon.

3. INSURANCE. Mortgagor shall keep all improvements now or hereafter situated on said Premises insured against loss or damage by fire and other insurable hazards for not less than the full replacement cost thereof. Mortgagor shall also provide liability insurance with such limits for personal injury and death and property damage as Mortgagee may require. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagee, with standard mortgagee clauses attached to all policies in favor of and in form satisfactory to Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagee. Mortgagor shall deliver all policies, including additional and renewal policies, to Mortgagee, and, in the case of insurance about to expire, shall deliver renewal policies not less than thirty (30) days prior to their respective dates of expiration.

4. ADJUSTMENT OF LOSSES WITH INSURER AND APPLICATION OF PROCEEDS OF INSURANCE. In case of loss or damage by fire or other casualty, Mortgagee is authorized: (a) to settle and adjust jointly with Mortgagor any claim under insurance policies which insure against such risks; or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, Mortgagee is authorized to collect and receipt for any such insurance money. If the improvements that suffer the loss or damage cannot be rebuilt or restored, then such insurance proceeds may, at the option of the Mortgagee, either be applied in reduction of the indebtedness secured hereby without prepayment premium, whether due or not, or be held by the Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoration of any or all

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improvements on said Premises. The improvements shall be so restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. In any case, where the insurance proceeds are made available for rebuilding and restoration, such proceeds shall be disbursed upon the disbursing party being furnished with satisfactory evidence of the estimated cost of completion thereof and with architects' certificates, waivers of lien, contractors' and subcontractors' sworn statements, title continuations and other evidence of cost and payments so that the disbursing party can verify that the amounts disbursed from time to time are represented by completed and in place work and that said work is free and clear of mechanics' lien claims. No payment made prior to the final completion of the work shall exceed ninety (90%) percent of the value of the work performed from time to time, and at all times the undisbursed balance of such proceeds remaining in the hands of the disbursing party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. The Mortgagee shall approve plans and specifications of such work before such work shall be commenced. Any surplus which may remain out of said insurance proceeds after payment of such cost of building or restoration shall be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto. No interest shall be allowed to Mortgagor on any proceeds of insurance held by the Mortgagee; provided, however, that Mortgagee, by its acceptance hereof agrees to not unreasonably withhold any request by Mortgagee that said proceeds be deposited in an interest bearing account with Mortgagee or such other investment account as Mortgagee shall determine satisfactory and secure.

5. EFFECT OF EXTENSIONS OF TIME. If the payment of said indebtedness or any part thereof be extended or varied or if any part of any security for the payment of the indebtedness be released, all persons now or at any time hereafter liable therefor, or interested in said Premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

6. MORTGAGEE'S PERFORMANCE OF DEFAULTED ACTS. In case of Default (defined below), Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may be made or accomplished either before or after acceleration of the indebtedness secured hereby or foreclosure of the lien hereof and during the period of redemption, if any. The Mortgagee 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 encumbrance or aim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment or cure any default of landlord in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Mortgagee in regard to any tax if not paid and or to protect the Premises or the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the Rate specified in the Note (hereinafter called the "Rate"). Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

7. MORTGAGEE'S RELIANCE. Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or

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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 title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

8. ACCELERATION OF INDEBTEDNESS IN CASE OF DEFAULT. Mortgagor further covenants and agrees with Mortgagee, that if: (a) default be made in the due and punctual payment of the Note secured hereby, or any payment due in accordance with the terms thereof and such default is not cured within thirty (30) days after notice thereof is sent by Mortgagee to Mortgagor; or (b) any Mortgagor, any beneficiary of the Mortgagor or any guarantor of the Note secured hereby shall file a petition in voluntary bankruptcy or under any Chapter of Title Eleven of the United States Code or any similar law, state or federal, whether now or hereafter existing, or any answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within sixty (60) days, as hereinafter provided; or (c) any Mortgagor, any beneficiary of the Mortgagor or any guarantor of the Note secured hereby, shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for any Mortgagor, any beneficiary of Mortgagor or any guarantor of the Note secured hereby, or the major part thereof in any involuntary proceeding or any court shall have taken jurisdiction of the property of any Mortgagor, any beneficiary of Mortgagor, or any guarantor of the Note secured hereby, or the major part thereof, in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of any Mortgagor, any beneficiary of Mortgagor or any guarantor of the Note secured hereby, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within sixty (60) days; or (d) any Mortgagor, any beneficiary of Mortgagor, or any guarantor of the Note secured hereby, shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part thereof; or (e) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by the Mortgagor, excluding the provisions of the Restrictions on Transfer described herein, which shall not be cured within twenty (20) days after notice thereof is sent by Mortgagee to Mortgagor, or commenced to be corrected and diligently pursued to completion if correction is impossible to perform within a 20-day period; or (f) the occurrence of a Prohibited Transfer (as defined herein); or (g) default which shall not have been cured within the applicable grace period, if any, shall be made in the due observance or performance of any of the covenants, agreements or conditions contained, required to be kept or observed by any Mortgagor in any other instrument given to secure the payment of the Note secured hereby, then and in every such case the whole of the indebtedness hereby secured shall, at once, at the option of the Mortgagee, become immediately due and payable without notice to Mortgagor. For purposes of this Mortgage, each of the events described in (a) through (g) in the preceding shall be referred to as a "Default". If while any insurance proceeds or condemnation awards are being held by Mortgagee to reimburse Mortgagor for the cost of rebuilding or restoration of any or all improvements on the Premises, as set forth in this Mortgage, the Mortgagee shall be or become entitled to, and shall accelerate the indebtedness secured hereby, then and in such event, the Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by it in reduction of the indebtedness hereby secured and any excess held by it

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over the amount of indebtedness then due hereunder shall be returned to Mortgagor or any subsequent party holding record title to the Premises or otherwise entitled thereto without interest.

9. FORECLOSURE; EXPENSE OF LITIGATION In case of Default, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. 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 Mortgagee for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens' Certificates and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary 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 to or the value of the Premises. All reasonable expenditures and reasonable expenses of the nature in this paragraph mentioned and such reasonable expenses and fees as may be incurred in the protection of said Premises and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or said Premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding shall immediately become due and payable by Mortgagor, with interest thereon at a rate equal to the Rate as defined in the Note secured by this Mortgage at the time of such expenditure by the Mortgagee.

10. APPLICATION OF PROCEEDS OF FORECLOSURE SALE. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which may under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided and all principal and interest remaining unpaid on the Note; third, any surplus to any party entitled thereto as their rights may appear.

11. RIGHTS AND REMEDIES CUMULATIVE; NO WAIVER. Each right, power and remedy herein conferred upon the Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of the Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

12. CONDEMNATION. Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. The Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby without prepayment premium, whether due or not, or make

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said proceeds available for restoration or rebuilding of the Premises in accordance with plans and specifications to be submitted to and approved by the Mortgagee. In the event said proceeds are made available for rebuilding or restoration, by the election of the Mortgagee as aforesaid, the proceeds of the award shall be paid out in the same manner as is provided in Paragraph 4 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of the Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto. No interest shall be allowed to Mortgagor on account of any proceeds of any award held by the Mortgagee. Mortgagor agrees to execute such further assignments of any compensation, awards, claims, and damages as the Mortgagee may reasonably require from time to time. Mortgagee shall not be responsible for any failure to collect any amount in connection with any such proceeding regardless of the cause of such failure.

13. RELEASE UPON PAYMENT AND DISCHARGE OF MORTGAGOR'S OBLIGATIONS. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby.

14. GIVING OF NOTICE. Any notice which shall be required to be given hereunder shall be in writing, and the mailing thereof in the United States mail by certified or registered mail addressed to the Mortgagor at: 5301 West Lawrence, Chicago, Illinois Attn: Land Trust Department, or at such other place as the Mortgagor may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder. Any notice mailed shall be deemed to have been given two (2) business days after the date of mailing. Notice may also be given by hand delivery and, in such case, shall be deemed to have been given as of the date of receipt.

15. WAIVER OF DEFENSE. 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 hereby secured.

16. FILING AND RECORDING FEES. Mortgagor will pay all filing, registration or recording fees, and all expenses incident to the execution and acknowledgment of this Mortgage and all federal, state, county and municipal taxes, and other taxes (other than Mortgagee's income on other like taxes accruing by reason of the interest payable on the loan), duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of said Note and this Mortgage.

17. BUSINESS PURPOSE. Mortgagor represents that the proceeds of the loan secured by this Mortgage will be used for the purposes specified in Paragraph 6404 et seq. of Chapter 17 of the Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph.

18. OTHER PREMISES OR IMPROVEMENTS. Mortgagor shall not by act or omission permit any building or other improvement on any premises not subject to the lien of this Mortgage to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises or any interest therein to be so used. Similarly, no building or other improvement on the Premises shall rely on any premises not subject to the lien of this Mortgage

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or any interest therein to fulfill any governmental or municipal requirement. Mortgagor shall not by act or omission impair the integrity of the Premises as a zoning parcel separate and apart from any premises not subject to the lien of this Mortgage. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this paragraph shall be void.

19. NO MERGER. It being the desire and intention of the parties hereto that the Mortgage and the lien thereof do not merge in fee simple title to the Premises, it is hereby understood and agreed that should Mortgagee acquire any additional or other interests in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien thereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

21. TRUTH-IN-LENDING. Mortgagor represents and agrees that the obligations secured hereby is an exempt transaction under the Truth-In-Lending Act, 15 U.S.C., 1601 et seq.

22. RESTRICTIONS ON TRANSFER.

(a) Prohibited Transfers. It shall be an immediate event of default hereunder if, without the prior written consent of the Lender, which consent shall not be unreasonably withheld, any of the following shall occur (hereinafter called a "Prohibited Transfer"):

(i) If Mortgagor shall create, effect or consent to or shall suffer or permit any contract of sale, conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or encumbrance or alienation of the Premises or any part thereof, or interest therein;

(ii) If Mortgagor's Beneficiary shall create, effect or consent to, or shall suffer or permit, any contract of sale, sale, assignment, transfer, lien, pledge, mortgage, security interest or encumbrance or alienation of the beneficial interest in the Mortgage; and

(iii) In each case whether any such contract of sale, sale, mortgage, security interest, or other like encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, that the foregoing provisions of this Section 22 shall not apply (A) to the lien of this Mortgage or any other liens securing the Note secured hereby; or (B) to the lien of current taxes or to mechanic's liens or delinquent taxes which are being contested and are insured over.

(b) Reasonableness of Restrictions. Mortgagor acknowledges and agrees, for itself and its successors, that the foregoing restrictions on sale, transfer, or conveyance are reasonable. Any violation of the terms of this paragraph shall entitle Mortgagee to declare the whole outstanding principal balance of the Note, together with interest accrued thereon and any other sums owing under the terms of this Mortgage or any other instrument related to the indebtedness hereby secured, immediately due and payable and to foreclose the lien and security interest granted in this Mortgage.

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any liability of the Bank, attached hereto, is hereby expressly made a part hereof.

(c) Binding Upon Successors. The provisions of this Section 22 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 or interest in or encumbrance upon the Premises a beneficial interest in Mortgage.

For purposes hereof, "Mortgagor's Beneficiary" shall mean the holder or holders whose interests aggregate one hundred percent (100%) of the beneficial interest in the Land Trust under which Mortgagor is acting.

23. MISCELLANEOUS. The following understandings shall be applicable to this Mortgage.

(a) Successors. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor and its successors, grantees and assigns, any subsequent owner or owners of the Premises and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed said Notes or this Mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein, and the holder or holders, from time to time, of the Notes secured hereby.

(b) Invalidity of a Provision. In the event one or more of the provisions contained in this Mortgage or the Notes secured hereby or in any other security documents given to secure the payment of the Notes secured hereby shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall at the option of the Mortgagee, not affect any other provision of this Mortgage, and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

(c) Illinois Law. This Mortgage and the Note it secures are to be construed and governed by the laws of the state of Illinois.

(d) Estoppel Certificates. Mortgagor, on written request of the Mortgagee, will furnish a signed statement of the amount of the indebtedness secured hereby and whether or not any default then exists hereunder and specifying the nature of such default.

(e) Subordination. At the option of the Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the Premises upon the execution by Mortgagee and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds in and for the county wherein the Premises are situated, of a unilateral declaration to that effect.

(f) Grammatical Adjustments. Whenever the context requires, the singular form of any word herein shall include the plural form, and vice versa, and the neuter form of any word shall include the masculine and feminine forms, and vice versa.

(g) No Third Party Beneficiaries. Notwithstanding anything herein contained to the contrary, this Mortgage is for the exclusive benefit of the

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Mortgagor and the Mortgagee. The parties hereto do not, by the execution hereof, intend to confer upon any other party any rights as third party beneficiaries or otherwise.

(h) Headings. The headings of paragraphs are for convenience of reference only and are not part of this Mortgage.

(i) If Mortqagor is a Trustee This Mortgage is executed by Jefferson State Bank, not personally but solely as Trustee under Trust Agreement dated November 7, 1988, and known as Trust No. 1581, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on said Jefferson State Bank, personally to perform the obligations of this Mortgage or any interest that may accrue thereon, or any other indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any against said Trustee being expressly waived by the holder hereof and by every person now or hereafter claiming any right or security hereunder, it being understood that such obligations, indebtednesses, and covenants are to be performed and fulfilled by the assets of the trust and the beneficiaries thereof.

IN WITNESS WHEREOF, the Mortqagor has executed this instrument as of the day and year first above written.

JEFFERSON STATE BANK
not personally, but solely as
Trustee under Trust No. 1581

BY: Penelope Jackson
ITS: TRUST OFFICER

Penelope Jackson
Trust Officer

ATTEST:

Lou-Anne Silvestre
ITS: ~~Secretary~~

ASSISTANT TRUST OFFICER

EXECUTED AND DELIVERED BY THE JEFFERSON STATE BANK OF CHICAGO, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY IN THE CAPACITY HEREIN DESCRIBED, FOR THE PURPOSE OF BINDING THE HEREIN DESCRIBED PROPERTY, AND ITS INTERESTS UNDERSTOOD AND AGREED BY THE PARTIES HERETO, ANYTHING HERETO TO THE CONTRARY NOTWITHSTANDING, THAT ALL OF THE UNDERSIGNED AND AGREEMENTS HEREIN MADE, ARE MADE AND ENTERED INTO BY THE JEFFERSON STATE BANK OF CHICAGO, AS TRUSTEE OF THE TRUSTEE UNDER TRUST NO. 1581, IN THE EXERCISE OF THE POWER AND AUTHORITY CONFERRED AND VESTED IN IT AS SUCH TRUSTEE, AND IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT NOTHING HEREIN SHALL BE CONSTRUED AS CREATING ANY LIABILITY ON SAID JEFFERSON STATE BANK, PERSONALLY TO PERFORM THE OBLIGATIONS OF THIS MORTGAGE OR ANY INTEREST THAT MAY ACCRUE THEREON, OR ANY OTHER INDEBTEDNESS ACCRUING HEREUNDER, OR TO PERFORM ANY COVENANT EITHER EXPRESS OR IMPLIED HEREIN CONTAINED, ALL SUCH LIABILITY, IF ANY AGAINST SAID TRUSTEE BEING EXPRESSLY WAIVED BY THE HOLDER HEREOF AND BY EVERY PERSON NOW OR HEREAFTER CLAIMING ANY RIGHT OR SECURITY HEREUNDER, IT BEING UNDERSTOOD THAT SUCH OBLIGATIONS, INDEBTEDNESSES, AND COVENANTS ARE TO BE PERFORMED AND FULFILLED BY THE ASSETS OF THE TRUST AND THE BENEFICIARIES THEREOF.

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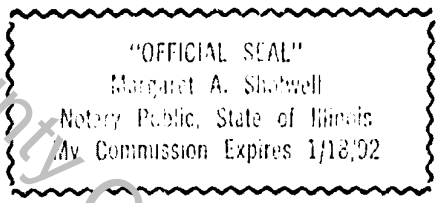
STATE OF ILLINOIS)
COUNTY OF C O O K)

I, Margaret A. Shotwell a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Penelope Jackson and Lou-Ann T. Silvestri personally know to me and known by me to be the ~~Vice~~ ^{Trust} ~~President~~ and Assistant ~~Secretary~~ ^{Trust Officer} respectively of Jefferson State Bank in whose name as Trustee, the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Jefferson State Bank as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Assistant ~~Secretary~~ ^{Trust Officer} then and there acknowledged that she, as custodian of the corporate seal of said did affix the said corporate seal to said instrument as ~~her~~ free and voluntary act and as the free and voluntary act of said Jefferson State Bank as Trustee as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of December, 1988.

Margaret A. Shotwell
NOTARY PUBLIC

My Commission Expires:



DEPT-01 RECORDING \$22.00
#2222 TRAN 7606 12/09/88 15:59:00
3/30 88 *--88-570064
COOK COUNTY RECORDER

88570064

Dec 3 11 59 AM '88

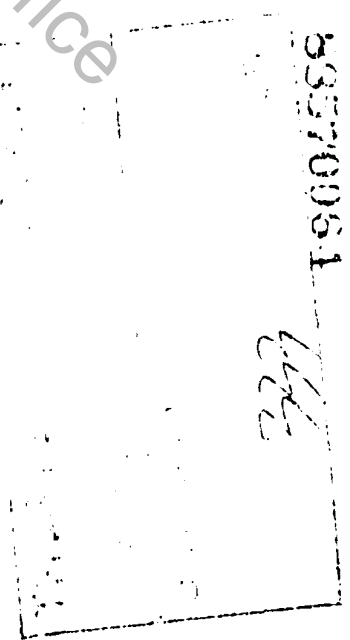
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EXHIBIT A

Lot Three and the North Two Feet Seven and One Half Inches of Lot Four Four in Block One in Martin Luther College Subdivision of the North Half of the Northeast Quarter of Section Twenty, Township Forty North, Range Thirteen, East of the Third Principal Meridian in Cook County, Illinois.

P.T.N.H. 13-20-203-041-0000

Common Address 3438 W. CHICAGO
CHICAGO, ILL. 60641

BM
BM

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