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**EVERGREEN
BANKS**

OAK LAWN NATIONAL BANK
9400 SOUTH CICERO AVENUE
OAK LAWN, IL 60453

\$17.00

**COMMERCIAL
MORTGAGE**

88301653

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10/2

THIS MORTGAGE made this 1st day of JULY, 1988 between FIRST NATIONAL BANK OF EVERGREEN PARK AS TRUSTEE u/t/a DTD. 6/20/84 a/k/a TR. 7950 (hereinafter referred to as "Mortgagor") and the OAK LAWN NATIONAL BANK, which is organized and existing under the laws of the United States of America whose address is 9400 South Cicero Avenue, Oak Lawn, IL 60453

(hereinafter referred to as "Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of SEVENTY FIVE THOUSAND AND 00/100 Dollars (\$75,000.00),

which indebtedness is evidenced by Mortgagor's Note dated JULY 1, 1988 (hereinafter referred to as the "Note"), which Note provides for monthly installments of principal and interest of EIGHT HUNDRED FORTY AND 71/100 DOLLARS on the 15th day of each month commencing with AUGUST 15, 1988 until the Note is fully paid with the balance of the indebtedness, if not sooner paid, due and payable on JULY 15, 1993

NOW, THEREFORE, the Mortgagor, to secure the payment of this Note with interest thereon, the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Mortgagor herein contained the Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described real estate located in the County of COOK, State of Illinois.

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A"

COOK COUNTY, ILLINOIS
FILED OR RECORDED

1988 JUL 10 AM 10:08

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PERMANENT TAX IDENTIFICATION # 24-33-204-037-1005

Which real estate has the address of 12755 LaCrosse, Unit #5, Alsip, IL 60658 and which, with the property herein described, is referred to herein as the "Premises."

TOGETHER with all improvements, 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 placed primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, 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 fixtures, apparatus, equipment and articles, other than such as constitute trade fixtures used in the operation of any business conducted upon the Premises as distinguished from fixtures which related to the use, occupancy and enjoyment of the Premises, it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned. 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 be for the purposes of this Mortgage to be deemed to be real estate and conveyed and mortgaged hereby.

Mortgagor covenants that Mortgagor is lawfully seized of the real estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises is unencumbered and that Mortgagor will warrant and defend generally the title to the Premises against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Premises.

IT IS FURTHER UNDERSTOOD THAT:

1. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.

2. In addition, the Mortgagor shall:

- (a) Promptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.
- (b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the property, including those heretofore due, (the monthly payments provided in the Note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.
- (c) Keep the improvements now existing or hereafter erected on the property insured against loss or damage by fire, lightning, wind storm or such other hazards, as the Mortgagee may reasonably require to be insured against under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies through such agents or brokers and in such form as shall be satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee.

This instrument was prepared by
CENTRAL MORTGAGE PROCESSING UNIT
FOR THE EVERGREEN BANKS

~~EVERGREEN NATIONAL BANK~~ c/o FIRST NATIONAL BANK OF EVERGREEN PARK
~~9400 SOUTH CICERO AVENUE~~ 3101 WEST 95TH STREET
~~OAK LAWN, IL 60453~~ EVERGREEN PARK, IL 60642

88301653

88301653

Box

MORTGAGE

TO

MAIL TO:

CENTRAL MORTGAGE PROCESSING UNIT
3101 WEST 95TH STREET
EVERGREEN PARK, IL 60642

TEL 330-CC

Loan No.

Property of Cook County Clerk's Office

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15. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage, without charge to Mortgagor. Mortgagor shall pay all costs of recordings of any documentation necessary to release this Mortgage.

16. Mortgagor assigns to Mortgagee and authorizes the Mortgagee to negotiate for and collect any award for condemnation of all or any part of the Premises. The Mortgagee may, in its discretion, apply any such award to amounts due hereunder, or for restoration of the Premises.

17. Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor and each and every person except decree or judgment creditors of the Mortgagor in its representative capacity and of the trust estate, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

18. This Mortgage shall be governed by the law of the jurisdiction in which the Premises are located. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

19. See Condominium Rider attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned have signed this Mortgage on the day and year first above written at Oak Lawn, Illinois.

FIRST NATIONAL BANK OF EVERGREEN PARK
AS TRUSTEE U/E/D. 6/20/84 a/k/a TRUST #7950

By: [Signature]
SR. VICE PRESIDENT & TRUST OFFICER
[Signature]
LAND TRUST ADM.

SEE RIDER ATTACHED FOR EXECUTION BY TRUSTEE
STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, UNDER SIGNED a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT JOSEPH C. FANELLO and ANNE MOYLAN personally known to me and known by me to be the President and SR. VICE, LAND TRUST ADM. respectively of FIRST NATIONAL BANK OF EVERGREEN PARK in whose name 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 OFFICERS First National Bank of Evergreen Park as aforesaid, for the uses and purposes therein set forth, and this said First National Bank of Evergreen Park did affix the said corporate seal of said FIRST NATIONAL BANK OF EVERGREEN PARK to said instrument as his free and voluntary act and as the free and voluntary act of said FIRST NATIONAL BANK OF EVERGREEN PARK as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of July, 19 88.

[Signature]
Notary Public
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR. 15, 1990
ISSUED THRU ILL. NOTARY ASSOC.
My commission expires _____

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, _____ a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instruments as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal, this _____ day of _____ A.D. 19 _____

Notary Public
My Commission Expires _____

88301653

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THIS RIDER ATTACHED TO MORTGAGE DATED JULY 1, 1988
FROM: FIRST NATIONAL BANK OF EVERGREEN PARK, AS TRUSTEE u/t/a DTD. 6/20/84
a/k/a TRUST #7950
TO: OAK LAWN NATIONAL BANK

EXHIBIT "A"

PARCEL 1:

UNIT 5 IN LACROSSE LIGHT INDUSTRIAL CONDOMINIUMS TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS DELINEATED ON A SURVEY, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO A DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY THE FIRST NATIONAL BANK OF EVERGREEN PARK AS TRUSTEE UNDER TRUST NO. 6096 DATED NOVEMBER 11, 1980 AND RECORDED ON NOVEMBER 30, 1983, IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 26879845, OF LOT 2 IN ALSIP TRI-STATE DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT AND USE OF THE CONDOMINIUM OWNERS AS SET FORTH IN THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR LACROSSE LIGHT INDUSTRIAL CONDOMINIUMS DATED NOVEMBER 21, 1983 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 26879845 ON NOVEMBER 30, 1983.

MORTGAGOR ALSO GRANTS TO THE MORTGAGEE, (HIS HEIRS, LEGAL REPRESENTATIVES) (ITS SUCCESSORS) AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION AND MORTGAGOR RESERVES TO (HIMSELF, HIS HEIRS, LEGAL REPRESENTATIVES) ITSELF, ITS SUCCESSORS) AND ASSIGNS THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN AND THE RIGHT TO GRANT SAID RIGHTS AND EASEMENTS IN CONVEYANCES AND MORTGAGES OF SAID REMAINING PROPERTY DESCRIBED THEREIN AND THE RIGHT TO GRANT SAID RIGHTS AND EASEMENTS IN CONVEYANCES AND MORTGAGES OF SAID REMAINING PARCEL OR ANY OF THEM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS COVENANTS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

PTI #24-33-204-037-1005

PROPERTY ADDRESS: 12755 LACROSSE, UNIT #5
ALSIP, IL 60658

88301653

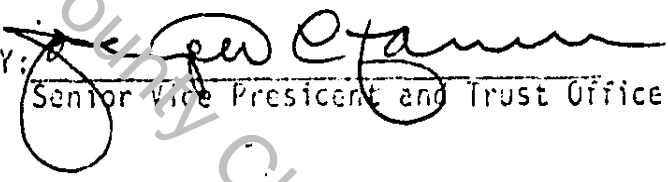
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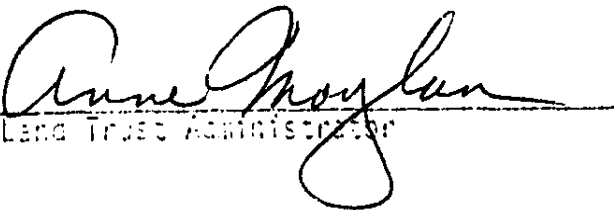
DATED July 1, 1988

This Mortgage is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by the First National Bank of Evergreen Park, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability of personal responsibility is assumed by, nor shall at any time be asserted or enforced against the First National Bank of Evergreen Park, its agents or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

FIRST NATIONAL BANK OF EVERGREEN PARK
 not individually, but as Trustee Under
 Trust No. 7950

BY: 
 Senior Vice President and Trust Officer

ATTEST:


 Land Trust Administrator

88301653

THIS CONDOMINIUM RIDER is made this 1st day of July, 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Oak Lawn National Bank (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 12755 LaCrosse, Unit #5, Alsip, IL 60658 (Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: LaCrosse Light Industrial Condominiums (Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all fees and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
(iii) termination of professional management and assumption of self-management of the Owners Association; or
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

FIRST NATIONAL BANK OF EVERGREEN PARK AS TRUSTEE u/t/a DTD. 6/20/84 a/k/a TR #7950

THIS INSTRUMENT WAS PREPARED BY: CENTRAL MORTGAGE PROCESSING UNIT FOR THE EVERGREEN BANKS c/o FIRST NATIONAL BANK OF EVERGREEN PARK 3101 WEST 95TH STREET EVERGREEN PARK, IL 60642

By: [Signature] (Seal) SENIOR VICE PRESIDENT & TRUST OFFICER

Attest: [Signature] (Seal) LAND TRUST ADM. Borrower

PTI #24-33-204-037-1005

SEE RIDER ATTACHED FOR EXECUTION BY TRUSTEE

88301653

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RIDER ATTACHED TO CONDOMINIUM RIDER TO OAK LAWN NATIONAL BANK

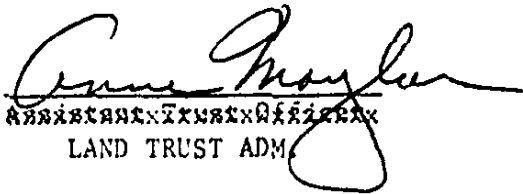
DATED July 1, 1988 UNDER TRUST NO. 7950

Executed and delivered by FIRST NATIONAL BANK OF EVERGREEN PARK not in its individual capacity, but solely in the capacity herein described, for the purpose of binding the herein described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the undertakings and agreements herein made, are made and intended not as personal undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said Trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any being hereby expressly waived and released by all other parties hereto, and those claiming by, through or under them.

FIRST NATIONAL BANK OF EVERGREEN PARK
not individually, but as Trustee Under
Trust No. 7950.

BY 
Sr. Vice President & Trust Officer

ATTEST:


LAND TRUST ADM.

88301653