### UNOFFICIAL COP4Y8 3

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is outhorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums sequeed by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower of the Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify and rization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Brain; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this S curity Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal av and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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requesting payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

Lender may take action under this paragraph 7. Lender does not have to do so.

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or to enforce laws or fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, 6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

Instrument immediately prior to the acquisition. under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security postpone the dute of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given.

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-dry period will begin Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has of the Property damaged, if the restoration or repair is economically feasible and Lence's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the risunance proceeds shall be applied to the sums secured by this Security Incitument, whether or not then due, with any trees paid to Borrower. If carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

Lender shall have the right to hold the policies and renewals. If Lender requires fortower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower had give prompt notice to the insurance All insurance policies and renewals shall be acceptable to Lendel and shall include a standard mortgage clause.

unreasonably withfield.

5. Hazard Insurance. Borrower shall keep the improver and now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term? "extended in the amounts and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

of the giving of notice.

the Property is subject to a lien which may attain priority care this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of taky one or more of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the lien (31) is Security Instrument. If Lender determines that any part of agrees in writing to the payment of the obligation source by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien of the lien and the bolder of the lien and proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any rart of the Property; or (c) secures from the holder of the lien and prevent the enforcement of the lien or forfeiture of any rart of the Property; or (c) secures from the holder of the lien and prevent the enforcement of the lien or forfeiture of any rart of the Property; or (c) secures from the holder of the lien and prevent the enforcement of the lien or forfeiture of any rart of the Property; or (c) secures from the holder of the lien and prevent the enforcement of the lien or forfeiture of any rart of the Property; or (c) secures from the holder of the lien and the lien of the lien and the lien and the lien and the lien and the lien of the lien or forfeiture of any rart of the Property; or (c) secures from the holder of the lien and t

receipts evidencing the payments.

pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. It Borrower makes these payments directly, Borrower shall promptly furnish to Lender Socie; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Bortwer shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority of this Security Instrument, and leasehold payments or ground rents, if any. Bortower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Bortower shall bay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Bortower shall

paragraphs I and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Application of Payments, Unless applicable law provides otherwise, all payments received by Lender under

application as a credit 18air st the sums secured by this Security Instrument.

than immediately proved the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later

Upon payrient in full of all sums secured by this Security Instrument, Lender shall prompily refund to Borrower

amount necessary to make up the deficiency in one or more payments as required by Lender. amount of the Linds held by Lender is not sufficient to pay the eserow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, It the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument.

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law permits Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law tender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or basis of current data and reasonable estimates of future escrow items.

leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

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DEPT-01 RECORDING \$20.00 T\$3373 TRAN 8876 10/19/89 13:54:00 \$1855 \$ C: 녹~음우~4우승수용용 COUNTY RECORDER

89496488

- [Space Above This Line For Recording Data] -**MORTGAGE** ..... ("Borrower"). This Security Instrument is given to ..Affiliated...... Bank/North Thore National which is organized and existing under the laws of the United States of America and whose address is 1737. W. Howard Chicago 60626 ("Lender") Borrower owes Lende, the principal sum of six hundred sixty two thousand paid earlier, due and payacle on DEMAND. This Security Instrument secures to Lender: (a) the repryrient of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment civil other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrowerd or hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois: THIS IS FOR BUSINESS PURPOSE ONLY SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF LOT 4 IN BALIN'S RESUBDIVISION OF PORTIONS OF LOTS 17 AND 18 IN WESTWOOD ACRES, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 1 TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL EA.

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ONNICO
A MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN#04-01-416-012

| والمادة والمادية           | as the address of | 1279 Pine Court,      | Glencoe |
|----------------------------|-------------------|-----------------------|---------|
| which has the aduress of . |                   | [Street]              | (City)  |
| Illinois                   | 60022             | ("Property Address"); |         |

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Box 420

Form 3014 12/83 Bankforms, Inc.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

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| c rider(s) were a part of this Security  |                               | ments of this Secui      | the covenants and agree                                 | านอเมอเดิดีกร                           |
| y Borrower and recorded together with anothornic bing lists bus bind and shall among the process of the process |                               |                          |   |   |
| <b>-</b>   |                               |                          | Walver of Homestead, Bor                                | •                                       |
| nent, Lender shall release this Security   |                               |                          | Release. Upon payment o<br>without charge to Borrow     |   |
| limited to, receiver's fees, premiums on s Security Instrument.  |                               |                          | magement of the Property<br>onds and reasonable attori  |   |
| er shall be applied first to payment of the  | by Lender or the receive      | Any rents collected      | y including those past due                              | pregord salt                            |
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| provided in this paragraph 19, including,  | gursuing the remedies p       | expenses incurred in     | lia tosilios ot beititne ed it                          | ane rebas.l                             |
| e payment in full of all sums secured by<br>rity Instrument by judicial proceeding.  |                               |                          |   |   |
| to no betue for not cured on or  | erceleration and forec        | elense of Borrower       | f a default or any other d                              | u əənətsixə                             |
| of the Property. The notice shall further in the foreclosure proceeding the foreclosure  | elas bna gnibescorq laic      | foreclosure by judic     | this Security Instrument                                | secured by                              |
| wer, by which the default must be cured; emay result in acceleration of the sums   |                               |                          |   |   |
| sult; (b) the action required to cure the  | hall specify: (a) the defa    | rwise). The notice s     | shicable law provides other                             | dde ssajun                              |
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MON-UNIFORM COVENAUTS. Borrower and Lender further covenant and agree as follows:

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#### \*RIDER TO MORTGAGE

Mortgagor is indebted to Mortgagee arising out of 3 certain Corporate Notes ("Notes"): A Promissory Multi Note in the amount of \$625,000.00, A Promissory Multi Note in the amount of \$75,000.00, A Promissory Multi Note in the amount of \$36,735.39 and a Secured Guaranty of even date and amount with the Mortgage. A copy of said Promissory Multi Notes and Secured Guaranty are attached hereto as Exhibit "A", "B", "C" and "D" respectively and made a part hereof; that the full prompt payment of the Notes when due has been unconditionally guaranteed whether by declaration or otherwise by Mortgagor under the terms, provisions and conditions of the Secured Guaranty.

Mortgagers has previously executed and delivered to Affiliated Bank/North Shore a certain Mortgage dated May 19, 1989 and registered May 21, 1989 as Document 96203580 (the "Prior Mortgage) which secures a Note for \$220,000.00 (the "Pr o Note"). Mortgagors covenant and agree that each of the following shall be ar event of default hereunder: (a) any renewal, extension, restructuring or refinancing of the indebtedness evidenced by the term or convenant or condition contained in the Prior Note or Prior Mortgage or any other document evidencing or securing the indebtedness evidenced by the Prior Note; and thereafter Mortgagee, at its option, may declare all indebtedness hereby secured without notice, to be immediately due and payable, and Mortgagee may forclose this Mortgage as in the case of any other default hereunder, without regard to whether the maturity of the Prior Note has been accelerated or whether the Frior Mortgage is then being forclosed upon.

Anything in this Mortgage to the contrary notwithstanding, this Mortgage shall be, subject and subordinate to the terms, covenants and condition contained in, the Prior Mortgage.

In the event any amount paid out or advanced by the Mortgagee shall be used directly or indirectly to pay off, the Prior Mortgage or any other prior lien, Mortgagee shall be subrogated to such othe, lien or encumbrance and to any additional security held by the holder thereof and shall have the benefit of the priority of all of same.

Mortgagor shall furnish forthwith to Mortgagee a copy of each notice claiming a default of any party under the Prior Note or the Prior Mortgage at any time given by or received by Mortgagors or any beneficiary of Mortgagors.

The obligation of Mortgagors under Paragraph 2 of this Mortgage shall be deemed performed to the extent that sufficient tax and insurance premium deposits are made with Holder of the "Prior Note."

89496488

# UNOFFICIAL, COPY & 8

EXHIBIT A

#### PROMISSORY NOTE

|  |  | (Multi)                                       |  |   |
|--|--|---|--|---|
| FOR BANK USE ONLY  |  |   |  |   |
| Loan A/C #   | Class Code   | Risk  | Line of Credit   |   |
| Disbursement A/C#  | , Check #  |   | , Letter of Direction  |   |
| Review Date  | Officer  | Disbursement Date                             | )  | Parl Sold                                     |
| Note Teller  | c al Instructions  |   |  |   |
| ApprovedNL/7   | anuwal   |   |  |   |
|  | March 22 19 90   |   |  |   |
| No Due   | March 22 _ 19 90   | Date Septemb                                  | 31 22 19 05 Amount \$ 0  | 23,000.00                                     |
|  | 0.0  |   |  |   |
| FOR VALUE RECEIVED the Under   | signed, jointly and severally, promise   | to pay to the order of                        |  | g parametras Ma - cara,                       |
| Affiliated Bank/No   | th Shore Nacional  |   | make management a general organism des constanting des general des generals de la serial property.   | ("8   |
| at its office inChicago  | signed, joinly and severally, promise cth Shore National lilinois, the principal sum of                                | Six hundred                                   | and twenty five tho Dollars payab  | usand_no/100<br>le as follows:                |
| C) ON DEMAND   |  |   |  |   |
| [] In full on  | rin. installments of \$ 5  |   |  |   |
| In 6 successive PI   | installments of s 5  | ,000,00 Bach                                  | beginning on OCTOBER   | 22 . 1989                                     |
| continuing on the same day   | ol each consecutive _month   | _ Gereafter until this h                      | lote is fully paid, except that the fina   | al installment in the an                      |
| of\$ balancesha  | It be due and payable on March (IOM DATE on the principal amount)."  | 22 19 \$                                      | 10   |   |
|  |  | me to time unpai                              | 3 at the following rate:   |   |
| per annum fixed  | rate   | $\mathcal{O}_{\mathcal{L}}$                   |  |   |
| LM At a variable rate of1_   | . % per annum above the prime rate s said prime rate is changed  | of the Bank annound                           | ted or published publicly from fim   | e to time, such rate                          |
| Interest shall be paid as follows  | Said prime rate is changed   |   |  |   |
|  | diments concurrently with the principa   | oguments                                      |  |   |
|  |  |   |  |   |
|  | allments concurrently with the principa  |   |  |   |
| [ ] In full at maturity [ ] Mo   | onthly () Quarterly []   | Semiannually                                  | ( day a glagged All payments shall   | be first applied to acr                       |
| terest to the date of payment with th  | hasis of a 360 day year and charged to<br>e remainder, if any, applied to the balai                                    | nce of principal. After                       | meturily, interest shall accrue on ar  | ny nalance remaining                          |
| nd owing at the rate of . 5 % p  | er annum above the prime rate of the<br>lue of any amount payable on this Note<br>Bank for reasonable cause shall deem | Bank  | and a language of any other abi  |   |
| in the event of non-payment when the   | ue of any amount payable on this Note<br>Fack for resconsbler ause shall deem  | ar seraomin me paym                           | anto 'pe tormance of any other both<br>his Nith an fail other indebtedness   | igation of indepteone<br>of the Understaned t |
| ink, of the option of the Bank, shall in   | nmediately become due and payable, which the Bank in enforcing its rights here   | vithoul notice or itema                       | ind on the Universigned, logether wi   | th all expenses, costs                        |
| orneys lees incurred or expended   | by the Bank in enforcing its rights here   | under which shall be                          | tome add! o iai ir.debledness imm  | ediately due and pay                          |
| reon.<br>To luther secure the payment of this  | s Note the Undersigned, jointly and seve<br>erm, irme or vacation, at any time after o                                 | erally, hereby irrevoca                       | bly authorize any a forney of any co   | ourt of record to appea                       |
| ens, or any of them, in such court in to   | rm, lime or vacation, at any time after o  | fefault hereon and col                        | lless a judgmei (vilhout process a   | gainst them, or any or                        |
| Brit. I'r 18 <i>40f Ol 1110 N</i> DIGOFOL INS NOL<br>www.wed.coloase.all.arrors.which.mai  | e for such sums as may appear to be i<br>y intervene in such proceeding and cor  | inpaid and Owing the<br>isent to immediate ax | eculion upon such iur amer L hereb   | v ratifying and confir                        |
| that each allocator more do by suffin  | borood   |   |  |   |
| The Bank may, at any time or times   | hereafter, without notice, appropriate a<br>s of deposit or other property belonging                                   | and apply loward ine .                        | Dayment of this Note any ເກັດວ່ອງໆ ເ   | credits, deposits, che                        |
| counts, grans, securilles, cermicale<br>ntrol of the Bank, as well as any inde   | bledness of the Bank to the Undersign  | ned, then due or to be                        | come due, including without in tale  | on, any and all balan                         |
| dils, deposits, accounts, certificate  | bledness of the Bank to the Undersign<br>s of deposit or moneys of any one or it                                       | note of the Undersign                         | ad, and Bank is hereby given a first   | and prior lien upon :                         |
| neys, credits indebtedness and of  | and out cantout soon ally waive overon   | lment demand notice                           | e of dishapar and all other nations at   | .10 smand in connec                           |
| nthe enforcement of the Back's right   | Is here, indet, and hureby consent to an<br>Lany of the Undersigned. Any failure of                                    | nd waive notice of (a) t                      | my renewals, extensions or modific   | alk as hereof, and (b                         |
| ease with or without consideration of  | l any of the Undersigned. Any failure of<br>ringht at <i>any other time.</i> The validity a                            | the Bank to exercise                          | any right hereunder shall not be cor   | STRUCK AS A WAIVER O                          |
|  |  |   |  |   |
| 'his Note is secured by one or mare<br>enti:   | security agreements, real estate trust   | doeds or mortgages, o                         | collateral assignments of beneficial   | interest and assigns                          |
| arra,  | BUSINESS PURI  | POSE STATEME                                  | NT   | <del></del>                                   |
| induce conder to make the loan by  | idenced by this Note, the Undersigned  | •   | r ne follows   |   |
|  | as a business enterprise under the na  |   | <u></u>  | 319648  |
|  | ad salely for the following commercial   |   | trial purpose  | TO AC   |
|  |  |   | v v v v v v v v v v v v v v v v v v v  | · · · · · · · · · · · · · · · · · · ·         |
| and the second s |  |   | and the state of t |   |
| The loan is a business loan within th  | e purview of Paragraph 640(c), Chapte  | at 17, III Rev Stat. and                      | t is exempt from the disclosure requ   | irements of the Fede                          |
| th-in-Lending Act  |  |   |  |   |
| ed Scanning  | е  | Sic   | nature   |   |
| Kr Signatur  |  |   | , ((III) 6   |   |
|  |  | 0111001                                       | SIGNATURE(S) OF BORROWER   | KSI   |
| 015 Housed Ctr   | cont   | SURGI   | CAL PARTNERS d/b/a   |   |
| ess815 Howard Str  |  | × North Sh                                    | <u>ore Out Patient Trea</u>  | <u>stment Cente</u>                           |
|  | aribin & Skuet   | CA  | 0 0.0  |   |
| Evanston , Il.   | _60202B <sub>3</sub>   | 1:x Cdwc                                      | well ( Pthing)   | M .Q.   |
| : 869-8500   | tale Zip Code  | Edward At                                     | kins, M.D.   | <del></del>                                   |
| N. 36-354-8018   |  | ×   |  |   |
| Socui Sec  | urly No or Corp +D No  | ·   |  |   |
|  |  | ¥   |  |   |
| arr.   |  | <u>×</u>                                      | ·  | ·   |
| ΔΕΣ  |  |   |  |   |

# UNOFFICIAL COPY:

EXHIBIT B

### PROMISSORY NOTE

|  |  | (Multi)   |   |   |
|--|--|---|---|---|
| FOR BANK USE OUL   |  |   |   |   |
| Loan A/C #   | Class Code   | / Risk  | Line of Credit  |   |
| Disbursement: A/C #  | Check #_   | <del></del>   | _, Letter of Direction  |   |
| Review Date  |  |   |   | Part Sold   |
| Note Teller  |  |   |   |   |
| Approved   | NL/(terley al  |   |   |   |
|  | 0.5  |   | 19 <u></u>  | —   |
|  | Undersigned, jointly and severally, pro  |   |   |   |
| its office in <u>In Cord</u>   | 13 / 1 1 1/2 / 1 1 1/2 / 1 1 1/2 / 1 1 1/2 / 1 1 1/2 / 1 1 1/2 / 1 1/2 | 1 <b>ol</b>   | Dollars payah   | in as follows:  |
| ON DEMAND  |  |   |   | 10 db 10.1011a.   |
| in full on   | 19 35  |   |   |   |
| In success   | ive installments of  | each be   | ginning on  | , 19 an   |
|  | me day of each consecutive   |   |   | al installment in the amour   |
| In successive quarter in full at maturity, iterest shall be computed in rest to the date of payment owing at the rate of interest to the date of payment owing at the rate of interest to the event of non-payment and interest to the Bank, or, at the option of the Bank, or, at the option of the Bank, or, in favor of the holder of the and refease afternors what said attorney may do be Bank may, at any time ounts, drafts, securities, cerol of the Bank, as welf as a st, deposits, accounts, cetays, credits, indebtedness e Undersigned and all enders of the Bank are with or without conside se with or without conside to exercise the same or at its Note is secured by one of the same or at the secured by one of the same or at th | r limes hereafter, without notice, appropri<br>tilicates of deposit or other property belo<br>ny indebtedness of the Bank to the Unde<br>tilicates of deposit or moneys of any one<br>and other property of the Undersigned,<br>orsers and guarantors severally waive pi<br>k's rights hereunder, and hereby consen-<br>ation of any of the Undersigned. Any falle<br>ny other right at any other time. The valle<br>or more security agreements, real estate.   | incipal payments.  Semiannually be a clust number of da balance of principal. After natifithe Bank. Note or default in the payment item itself insecure, then this hole, without notice or demand, thereunder which shall become it severally, hereby irrevocably after default hereon and confess to be unpaid and owing thereo deconsonito immediate executiate and apply loward the payinging to the Undersigned, or a resigned, then due or to become essentment, demand, notice of its and waive notice of [a] any use of the Bank to exercise any dity and construction of this Nitrust deeds or mortgages, collicity non-corporate borrower. | of enormance of any other oblice a. I diall other indebtedness on the Lind is algored, together with a eduction at Indebtedness Imminute eduction at Indebtedness Imminute of any oder a judgment without process and together with Indeptedness and together with Indeptedness and together with Indeptedness of the Indeptedness of | igation or indebtedness of of the Undersigned to the thall expenses, costs and ediately due and payable surf of record to appear for gainst them, or any one of not attorneys' fees, and to y ratifying and confirming credits, deposits, checks, ossession of or under the on, any and all balances, and prior lien upon such actions a hereof, and (b) the sizued as a waiver of the ws of the State of Illinois. Interest and assignment |
|  | operates a business enterprise under th  |   |   | 1496488   |
| <del>-</del>   | be used solely for the following comme   |   | ( ) <b>(</b> )  | 7 M 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2   |
| ······································   |  |   |   |   |
| ne loan is a business loan w<br>In-Lending Act.  | ithin the purview of Paragraph 640(c), C   | hapter 17, III. Rev. Stat. and is   | exempt from the disclosure requ   | drements of the Federal   |
| JS   | ignature   | Signat  | ure   |   |
|  |  | in the SI   | SNATURE(S) OF BORROWER  | Y(S)  |
| <b>10</b> 25 (6)%0,51 (  | Property with the  | Section 2   | ાં હાલ સાર્ક હતા. 🦠 ૧   | 1.70  |
| ia   | Number & Street  |   |   |   |
| Swannibon, III   | ineria 6 Mil i   | ×   |   |   |
|  | City & State Zip Code  | 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1  | dia, i k  |   |
| EC0-93557  | Social Security No. or Corp. I.O. No.  | <u>x</u>  |   |   |
|  | more section in the section (SC 1996)  |   |   |   |
| _  |  | ×   |   |   |

## UNOFFICIAL GORY 3

EXHIBIT C

#### **PROMISSORY NOTE**

| FOR BANK   | Ces All V  |  |  |  |  |
|--|--|--|--|--|--|
|  | USE UNLT   |  | -  |  |  |
| Loan A/C #   |  | Class Code   | Risk   | Line of Credit   |  |
| Disbursement.  | A/C#   | , Check #  |  | , Letter of Direction  | ·  |
| Review Date  |  | Officer  | Disbursement Date  |  | Part Sold  |
| Note Teller  | facial In  | structions   | A .  |  | <del></del>  |
| Approved   | NL:Cere  |  |  |  | 2. /2 R. D. T.   |
| No .   | Due  | 23 36 36 37 1 10 Y   | Detail 12  | 19 39 Amount \$  | Å, 735, 37   |
| FOR VALUE REC  | CEIVED, the Undersigned  | jointly and severally, prom  | use to pay to the order of   | நாள்ளி 5.55 அர <b>டி</b> வர்   | ·  |
| at its office in   | 9 71 15 and 397  | (GU)   | <u> </u>   | Dollars paya   | ble as follows:  |
| ON DEM   | IAND   |  |  | _  |  |
| ☐ In full on   |  | 19   |  | ginning on $\frac{2}{2}$ $\frac{1}{2}$ $\frac{1}{2}$ $\frac{1}{2}$   |  |
| □ to±  | successive!?[?];   | installments 🗷 🦫   | each be  | ginning on   | . 19   |
| continuir  | ng on the same day of eac  | h consecutive  | hereafter until this Note  | is fully paid, except that the fi  | nal installment in the ar  |
| TOGETHER WI  | ITH INTEREST FROM D/<br>% per annum fixed rate   | ATE on the principal amoun   | t from time to time unpaid at  | or published publicly from to  | ime to time, such rate   |
| Interest shall be  | paid as follows  |  |  |  |  |
| [] In succes   | ssive monthly installments   | concurrently with the princ  | ipal payments  |  |  |
|  | isive quarterly installment<br>naturity — Et Monthly   | s concurrently with the prin   | cipal payments  D Semiannually   |  |  |
| in the event of no<br>the Unitersianed to  | n-payment when due of a<br>the Bank or if the Bank to  | inder, ir any, inpline to the of<br>urn above the prime rate of<br>my amount payable on this No<br>ir reasonable rausu shall de  | լուցույ <i>ել ուրգալայի առ</i> ագույ <i>ու ըն</i> չունի  | c pe formance of any other o   | bligation or indebtedni  |
| attorneys fees inconcrete to the and income them, or any of them them, in favor of the waive and release all that said attorne The Bank may, a accounts, drafts, se confro of the Bank, control of the Bank.   | of the Bank shall infimedia<br>urbe payment of this Note I<br>n, in Such court in term, tin<br>a holder of this Note for so<br>shich may inter by may do by vidue hereof<br>y may do by vidue hereof<br>curities, certificates of de<br>as well as any indebtedin<br>scounts, certificates of de<br>country of the production of the<br>scountry.  | toly become due and payab<br>Bank in enforcing its rights the Undersigned, jointly and the or vacation, at any time aftich sums as may appear to ene in such proceeding and ther, without notice, appropriations of the Rank to the Under Joset or other property belones of the Rank to the Under Joset or only a pay of any one of any one.  | ile, without notice or demand in<br>nereunder which shall become<br>severally, hereby irrevocably<br>ter default hereon and contest<br>be unpaid and owing thereof<br>consent to immediate execu-<br>ate and apply toward the pay-<br>ging to the Undersigned, or a<br>signed, then due or to become   | and any all other indebtedness in the Universigned, together the additional indebtedness implement authorize any a forney of any is a judgmen it inhout process in together will inter the costs from upon such judgment, her ment of this Note and in the inverse of them, in the due, including without in and Bank is hereby given the  | with all expenses, cost imediately due and pa court of record to appear against them, or any cand attorneys fees, a cost attorneys fees, characteristics and a continuous fees attorneys fees fees fees fees fees fees fees f  |
| attorneys fee's incuberator. To further secure thein, or any of them them, in favor of the waive and release a ail that said attorne. The Bank may, a accounts, drafts, secontrol of the Bank, credits, deposits, and The Undersigned with the enforcementelease with or withought to exercise the This Note is secure frents.   | of the Bank shall infimedia urred or expended by the interpretation of the Note for substance of this Note for substance of the Note for substance of the Note hereal curities, certificates of departments of the substance of the Note of t | toly become due and payab Bank in enforcing its rights in the Undersigned, jointly and the or vacation, at any time at the or vacation, at any time at the sums as may appear to ene in such proceeding and their, without notice, approprisosit or other properly beloness of the Bank to the Undersosit or moneys of any one other of the Undersigned, and hereby consent I the Undersigned Any failurations and hereby consent I the Undersigned Any failurations and hereby consent I the Undersigned Any failurations and the Undersigned State of the Unders | ile, without notice or demand inereunder which shall become severally, hereby irrevocably ter default hereon and confesse or unpaid and owing thereon consent to immediate executate and apply toward the paying to the Undersigned, or a signed, then due or to become more of the Undersigned, or any more of the Undersigned, and waive notice of [a] any te of the Bank to exercise any try and construction of this Nust deeds or mortgages, collising the Construction of the Undersigned.   | on the Universigned, together nee addity all indebtedness im authorize any a forney of any is a judgmer it without process in together with internation upon such judigmer it, her ment of this Note and authorize or more of them in the due, including without imit and Bank is harroby given it in dishonor and all other notices renewals, extensions or modifight hereunder shall not be one shall be governed by the ateral assignments of benefic assignments of benefic in the context of the  | with all expenses, cost imediately due and par imediately due and par court of record to apper against them, or any or and attorneys' fees, a eby ratifying and confirst consession of or undation, any and all balarity and prior lien upon an including a consession of or undation, any and all balarity and prior lien upon an including the construction as a waiver of laws of the State of Illia interest and assigni   |
| attorneys fees incohereori. To further secure them, or any of them them, in favor of the waive and release all that said attorne. The Bank may, a accounts, drafts, secontrol of the Bank, credits, deposits, acronews, credits in The Undersigned with the enforcementelease with or without the enforcementelease with or without the control of the Undersigned of rents.  To Induce continue to in the United Security of the Processes of  | of the Bank shall inmedia ured or expended by the interpretated by the interpretated by the interpretated by the payment of this Note for substance of this Note for substance of this Note for substance of the short of the shall errors which may interve y may do by virtue hereof as well as any indebted of the thodosers and other positional substances and other positional substances and other positional consideration of any of same or any other right and the positional substance of the same or any other right areas by over or more security or any other than the loan will be used sole the loan will be used sole the loan within the purvit   | toly become due and payab Bank in enforcing its rights in the Undersigned, jointly and the or vacation, at any time at the or vacation, at any time at the sums as may appear to ene in such proceeding and their, without notice, appropriates of the Bank to the Undersost or moneys of any one cost or moneys of any one control of the Undersigned Anylaium tany other time. The validity agreements, real estate to BUSINESS PL (10 be executed to the Undersigned Anylaium tany other time. The validity agreements, real estate the Undersigned Anylaium tany other time. BUSINESS PL (10 be executed to the Undersigned State the State of the Undersigned State of the Undersigned State of the Undersigned State of the Ondersigned State of the Ondersigness enterprise under the Style for the following comments of Paragraph 640(c), Chambar o | ale, without notice or demand increunder which shall become severally, hereby irrevocably ter default hereon and confesse unpaid and owing thereo consent to immediate executate and apply toward the may ging to the Undersigned, or assigned, then due or to become more of the Undersigned, or more of the Undersigned, or and waive notice of (a) any reorthe Bank to exercise any ty and construction of this Ni ust deeds or mortgages, collistic of the Undersigned.  JAPOSE STATEMENT of the Undersigned construction of this Ni ust deeds or mortgages, collistic of the Undersigned represents to Lender at a name.  | on the Universigned, together ise additional indebtedness im a sorney of any is a judgment is rishout process in together with intermit costs thou upon such judgments, here ment of this Note and a line in the due, including without imit and Bank is hereby given it indishonor and all other notices renewals, extensions or moding his hereunder shall not be conshall be governed by the alteral assignments of benefic in the country of the shall be governed by the alteral assignments of benefic in the country of the shall be governed by the alteral assignments of benefic in the country of the shall be governed by the alteral assignments of benefic in the country of the shall be governed by the alteral assignments of benefic in the country of the shall be governed by the alteral assignments of benefic in the country of the coun | with all expenses, costs mediately due and paymediately due and payer against them, or any or and attorneys lees, a eby ratifying and confirms, credits, deposits, chipossession of or understand proritient, and proritien upon the art of the state of the |
| attorneys fees incohereoric To further secure them, or any of them them, or any of them them, in lavor of the waive and release all that said attorne. The Bank may, a accounts, drafts, secontrol of the Bank, credits, deposits, acroniesys, credits, incomeys, credits incomeys, credits incomeys, credits incomeys, credits incomeys, credits incomeys, credits incomence with the enforcemer release with or without or exercise them. This Note is secured rents.  | of the Bank shall inmedia urred or expended by the interpretated by the interpretated by the interpretated by the payment of this Note for subject or of this Note for subject or times hereal country may do by vidue hereal country, certificates of depayment of the same of the payment of the theologist of the theologis | toly become due and payab Bank in enforcing its rights in the Undersigned, jointly and the or vacation, at any time at the or vacation, at any time at the sums as may appear to ene in such proceeding and their, without notice, appropriates of the Bank to the Undersost or moneys of any one cost or moneys of any one control of the Undersigned Anylaium tany other time. The validity agreements, real estate to BUSINESS PL (10 be executed to the Undersigned Anylaium tany other time. The validity agreements, real estate the Undersigned Anylaium tany other time. BUSINESS PL (10 be executed to the Undersigned State the State of the Undersigned State of the Undersigned State of the Undersigned State of the Ondersigned State of the Ondersigness enterprise under the Style for the following comments of Paragraph 640(c), Chambar o | ale, without notice or demand increunder which shall become severally, hereby irrevocably ter default hereon and confesse unpaid and owing thereon consent to immediate executate and apply toward the paying to the Undersigned, or a signed, then due or to become more of the Undersigned, or more of the Undersigned, or a signed, then due or to become more of the Undersigned, assentment, demand, notice of to and waive notice of [a] any ter of the Bank to exercise any try and construction of this Ni just deeds or mortgages, collistic to the Bank to exercise any try non-corporate borrower by non-corporate borrower and represents to Lender at a name.  Signal   | on the Universigned, together nee additional indebtedness im a string of any is a judgment to rishout process in together with internation upon such judigment to research to the university of  | with all expenses, costs mediately due and pay court of record to appear against them, or any or and attorneys' fees, and so are confirmed at the consession of or understand prior lien upon some commendation, any and all ballands hereof, and the construed as a waiver or laws of the State of filtrial understand assignments.   |
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| EXI   | HIBIT D   |
|---|---|
| FOR VALUE RECEIVED and in anoid raising form or Surgical Partners d/b/a Nort  | one diverges accommodation nucleone or linealier in any time made or granted to his Shore out Patient Treatment Center  |
| (hereinsfter called the "Debtor") by AFFILIATED BANK/ N   | orth Shore National   |
| when due, whether by declaration or otherwise, and at all time evidenced, whether direct or indirect, absolute or contingent, or a collectively called the "Liabilities", and the undersigned further by the Bank in endeavoring to collect the Liabilities, or any part the right of recovery against the undersigned is, however, limite  | ed to the amount of Six hundred and Sixty two thousand  |
| no/100  | Dollar  Dollar  Dollar  Dollar  Dollar  |
| In the event of the death, incompetency, dissolution or insolvassignment by the Debtor for the benefit of creditors, or the instor unable to pay debts as they mature, and if such event shall undersigned agree(s) to pay to the Bank, upon demand, the full then due and payable.   | vency of the Debtor, or the inability of the Debtor to pay debts as they mature, or an itution of any proceeding by or against the Debtor alleging that the Debtor is insolvent I occur at a time when any of the Liabilities may not then be due and payable, the I amount which would be payable hereunder by the undersigned if all Liabilities were   |
| appropriate and apply toward the payment of such amount, and balances, credits, deposits, accounts or moneys of such undersigne   | time when any amount shall be due and payable hereunder by any of the undersigned, it is such order of application as the Bank may from time to time elect, any property, of in the possession or control of the Bank for any purpose.  |
| discontinuance of this guaranty as to any of the undersigned (in or dissolved) only as follows: any of the undersigned, and any penotice to the Bank of discontinuance of this guaranty as to the shall be effective in any type it until it is actually received by the Bank whom or on whose beneaf such notice is given with respect to thereon or any expenses pair or incurred by the Bank in endeavor such undersigned. Any such notice of discontinuance by or on belother of the undersigned. | nal guaranty and shall remain in full force and effect as to the undersigned, subject to cluding, without limitation, any undersigned who shall become deceased, incompetent rison duly authorized and acting on behalf of any of the undersigned, may give written a undersigned by whom or on whose behalf such notice is given, but no such notice ank and no such notice shall affect or impair the obligations hereunder of the undersigned of any Liabilities existing at the date of receipt of such notice by the Bank, any interesting to collect such Liabilities, or any part thereof, and in enforcing this guaranty against half of any of the undersigned shall not affect or impair the obligations hereunder of any |
| any of the Liabilities or any obligation (e. cunder, (b) retain or obtain with respect to any of the Liabilities (c. cytend or renew for any Liabilities, (d) release or compromise any nachity of any of the und liable on any of the Liabilities, (e) release its security interest, if and permit any substitution or exchange for any such property, as whether or not the Bank shall have resorted to any property seem other narty of the undersinged or any other narty arise, rily or second. | igned for any of them), (a) retain or obtain a security interest in any property to secure in the primary or secondary liability of any party or parties, in addition to the undersigned, period (whether or not longer than the original period), alter or exchange any of the lersigned hereunder or any liability of any other party or parties primarily or secondarily any, in all or any property securing any of the Liabilities or any obligation hereunder and (f) resort to the undersigned (or any of them) for payment of any of the Liabilities uring any of the Liabilities or any obligation hereunder or shall have proceeded against darily liable on any of the Liabilities.                                      |
| This guaranty is secured by a   | (mortgage, pledge, etc.)  |
| 4decri  | be: real estate, securities, etc.1  |
| Any amount received by the Bank from whatwever source and   | dated September 22, 1989  applied by it loward the payment of the Liabilities shall be applied in such order of   |
| application as the Bank may from time to time elect.  The undersioned bareby expressly waive(s): (a) notice of the ac-  | coprince of this guaranty, (b) notice of the existence or creation of all or any of the   |
| The creation or existence from time to time of Liabilities in enhereby authorized, without notice to the undersigned for any of the   | roess of the amount to which the right of recovery under this guaranty is limited is  |
| The Bank may, without notice of any kind, sell, assign or transuccessive assignee, transferce, or holder of all or any of the Liabili of such assignee, transferce or holder, as fully as if such assignee, benefits, but the Bank shall have an unimpaired right, prior and such benefit of the Bank, as to so much of the Liabilities as it has not   | isfer all or any of the Linbilities, and in such event each and every immediate and ities, shall have by right to enforce this guaranty, by suit or otherwise, for the benefit transferee or holds, we re herein by name specifically given such rights, powers and uperior to that of any so in assignee, transferee or holder, to enforce this guaranty for sold, assigned or transferr d.  |
| No delay on the part of the Bank in the exercise of any right of pank of any right or remedy shall preclude other or further exercise hereunder shall in any way impair or affect this guaranty. For the plank, notwithstanding any right or power of the Debtor or anyone shallingation, and no such claim or defense shall impair or affect the ob-   | or remedy shall operate as a waiver thereof, and no single or partial exercise by the thereof or the exercise of any after right or remedy. No action of the Bank permitted purposes of this guaranty, Liai littles shall include all obligations of the Debtor to the else to assert any claim or defence as to the invalidity or unenforceability of any such obligations of the undersigned hereion in   |
| one party shall execute this guaranty, the term "undersigned" shall me<br>obligated hereunder.  | he heirs, legal representatives, successors and assigns of the undersigned. If more than ean all parties executing this guaranty, and 'al such parties shall be jointly and severally   |
| tumently shall be prohibited by or invalid under such law, such provision or the remaining provision or the remaining provision.  | Illinois, and shall be governed by the Liws of the State of Illinois. Wherever manner as to be effective and valid under applicable law, but if any provision of this provision shall be ineffective to the extent of such prohibition or invalidity, without cons of this guaranty.  |
| decimal and the second second the sign of propagations of the indebte   | nemselves informed of Borrower's financial condition and of sets, and of all other edness and the nature, scope, and extent of the risks sinica Guarantors assume and arantors of information known to it regarding such circumstartes or risks.  |
| SIGNED AND DELIVERED by the undersigned, at _   | Chicago , Illinois this 22n3 day  |
| of September 1989   | Edward M. Atkins  |
|   | Edward M. Atkins  |
| Rev. 5/87   | Cathy Gilford Atkins, his wife  |

# UNOFFICIAL CQPY a

"This 'secured Guaranty is further secured by a certain Mortgage of even date herewith executed by Edward M. Atkins and Cathy Gilford Atkins, his wife ("Mortgage") vhich pertains to certain real estate located at 1279 Pine Court Glencoe, IL. Cook County, Illinois, and legally described in the Mortgage ("Real Estate"), and is further secured by the other Loan and Security Documents ("Loan Documents") (as defined in the Mortgage) all of which documents bear even date herewith, which are made apart hereof and which are hereby incorporated by reference. In case of any default(s) under the terms, covenants and provisions o said Mortgage and/or this Secured Guaranty and Loan Documents then at option of Affiliated Bank/North Shore National any such default(s) shall be considered a default(s) under the terms of this Secured Guaranty."

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