89615239

COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

THIS MORTGAGE IS DATED AS OF December 21, 1989, and is executed by **RAUL A. ROMO AND IRMA S. ROMO HIS WIFE AS JOINT TENANTS**, located at 4645 S. Kilpatrick ., Chicago, Il , ("Borrower"), the record owner of the Premises, as hereinafter defined, in favor of Cole Taylor Bank, an Illinois banking corporation located at 1542 W. 47th St., Chicago, Il 60609 ("Lender").

WITNESSETH:

RAUL A. ROMO AND IRMA S. ROMO HIS WIFE AS JOINT TENANTS
(if the party in foregoing blank is not Borrower, such other party is hereinafter referred to as "Obligor") has executed a promissory note ("Note") dated as of the date of this Mortgage, payable to the order of Lender, in the principal amount of Fifty Two Thousand Five Hundred no/100----------------------(52,500.00). Interest on the principal balance from time to time outstanding, plus payments of principal, in the total amount of 647.08 each month, shall be payable monthly, on the 1st day of each month , commencing February 1,1990 and continuing on the same day of each month thereafter, with a final payment of all unpaid interest and principal on January 1, 1993 ("Maturity").

If the aforementioned interest rate mentions Lender's "prime rate," such prime rate means the prime rate as defined in the Note, or, if the Note contains no definition of prime rate, then prime rate means the rate of interest established from time to time by Lender as its prime rate, and used by it in computing interest on those loans on which interest is established with relationship to the Lender's prime rate, all as shown on the books and records of Lender, which prime rate will fluctuate hereunder form time to time concurrently with each change in Lender's prime rate, with or without notice to anyone. Nothing herein contained shall be construed as defining "prime rate" as the rate charged by Lender to its most credit-worthy customers. Interest on the outstanding principal balance of the Note shall be increased to the rate of four percent (4%) in excess of the aforesaid rate then in effect, after maturity of the Note or upon default under the Note or this Mortgage. If any payment of interest or principal on the Note is not received as and when due, Borrower shall be charged a late fee as follows: Four Percent (4%).

To secure payment of the indebtedness evidenced by the Note and the hereinafter defined Liabilities, including, without limitation, future advances, if any, on the Note, prior to its express maturity date and in all events prior to twenty (20) years from the date hereof, to the same extent as if such advances were made on the date of the Note, Borrower does by these presents CONVEY and MORTGAGE unto Lender, all of Borrower's estate, right, title and interest in the real estate situated, lying and being in the County of Cook and State of Illinois, legally described as follows:
LOT 22 IN S. F. JACOB'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF BLOCK 11 IN STONE AND WHITNEY'S SUBDIVISION OF THE NORTH 1/2 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

22.00 MAIL

P.I.N020-07-202-021 VOL.416
COMMON ADDRESS: 4755 S. WOLCOTT ., CHICAGO, IL

which is referred to herein as the "Premises", together with all improvements, building, tenements, hereditaments, appurtenances, gas, oil, minerals, easements located in, on, over or under the premises, and all types and kinds of goods, inventory, accounts, chattel paper, general intagibles, furniture, fixtures, apparatus, machinery and equipment, including, without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on the Premises or hereafter erected, installed or placed on or in the Premises, or used in connection with the Premises and whether or not physically attached to the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities as between the parties hereto and all persons claiming by, through or under them. Portions of the foregoing are goods which are or shall become fixtures on the Premises, and Borrower agrees that the filing of this Mortgage in the real estate records of Cook County, Illinois shall also operate, at the time of such filing, as a fixture filing in accordance with the provisions of the Uniform Commercial Code as adopted in the State of Illinois.

Further, Borrower does hereby pledge and assign to Lender, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits now due, past due, or to become due and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable, Borrower hereby authorizing Lender or Lender's agents to collect the aforesaid rents and revenues and hereby directing each tenant of the Premises to pay such rent to Lender or Lender's agents. Lender by acceptance of this Mortgage agrees, as a personal covenant applicable to Borrower only, and not as a limitation or condition hereof and not available to anyone other than Borrower, that until a default, as hereinafter defined, shall occur or an event shall occur, which under the terms hereof shall give to Lender the right to foreclose this Mortgage, Borrower may collect, receive and enjoy such avails. Borrower agrees that each tenant of the Premises shall pay such rents to Lender or Lender's agents on Lender's written demand therefore without any liability on the part of said tenant to inquire further as to the existence of a Default by Borrower or Obligor. Borrower hereby covenants that Borrower has not performed, and will not perform, any acts or has not executed, and will not execute, any instruments which would prevent Lender form exercising any rights pursuant to such rents or other amounts, that at the time of execution of this Mortgage there has been no anticipation or prepayment of the rents for the Premises and that Borrower will not hereafter collect or accept payment of any rents of the Premises prior to the due dates of such rents.

89615259

Further, Borrower warrants, covenants and agrees as follows:

1. **Duty To Maintain Premises and Title Premises.** Borrower shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage free form any encumbrances, mechanic's liens or other liens or claims for lien; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien to Lender; (d) complete within the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) refrain form impairing or diminishing the value of the Premises.

2. **Taxes, assessments and Charges.** Borrower shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water charges, drainage charges, sewer service charges, and other charges against the Premises. Borrower shall, upon written request, furnish to Lender duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder Borrower shall pay in full, prior to such tax, assessment or charge becoming delinquent, under protest, in the manner provided by statute, any tax, assessment or charge which Borrower may desire to contest.

3. **Leases.** Upon the request of Lender, Borrower shall deliver to Lender all original leases of all or any portion of the Premises, together with assignments of such leases form Borrower to Lender which assignments shall be in form and substance satisfactory to Lender.

4. **Condemnation.** Any awards of damage resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferred, assigned and shall be paid to Lender and the proceeds or any part thereof may be applied by Lender, after the payment of all of its expenses, including costs and attorney's fees, to the reduction of the indebtedness secured hereby and Lender is hereby authorized, on behalf and in the name of Borrower, to execute and deliver valid acquittances and to appeal from any such award.

5. **Non-Exclusivity and Preservation of Remedies.** No remedy or right of Lender hereunder shall be exclusive. Each right and remedy of Lender with respect to this Mortgage shall be in addition to every other remedy or right now or hereafter existing at low or in equity. No delay by Lender in exercising, or omission to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, nor shall it affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may deemed expedient by Lender.

6. **Insurance.** Borrower shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm and such other hazard as may form time to time be designated by Lender, including, without limitation, flood damage, where Lender is required by law to have the loan evidenced by the Note so insured. Each insurance policy shall be for an amount sufficient to pay the cost of replacing or repairing the buildings and improvements on the

Premises and, in no event less than the outstanding principal amount of the Note; all policies shall be issued by companies satisfactory to Lender. Each insurance policy shall by payable, in case of loss or damage, to Lender. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form a substance satisfactory to Lender. Borrower shall deliver all insurance policies, including additional and renewal policies, to Lender. In case of insurance about to expire, Borrower shall deliver to Lender renewal policies not less than ten days prior to the respective dates of expiration. Upon the occurrence of any event insured against by any of he aforementioned insurance policies, and the receipt of insurance proceeds by Lender, Lender shall, at its option, after payment of all of Lender's costs and expenses with respect thereto, including outside or in-house attorney's fees, apply such proceeds to the reduction of the Liabilities, in such order of application as Lender may determine.

7. **Expenses.** Upon Default hereunder, and at any time during a suit to foreclose the lien of this Mortgage and prior to a sale of the Premises, Lender may, but need not, make any payment or perform any act required by Borrower hereunder in any form and manner deemed expedient by Lender, and Lender may, but need not, make full or partial payments of principal or interest on any encumbrances effecting the Premises and Lender may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture effecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes authorized in this Mortgage and all expenses paid or incurred in connection therewith, including outside or in-house attorney's fees, and any other moneys advanced by Lender to protect the Premises or the lien hereof, plus reasonable compensation to Lender for each matter concerning which action herein authorized may be taken, shall be additional Liabilities and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity or post default (whichever is higher) interest rate set forth in the Note. Inaction of Lender Shall never be considered as a waiver of any right accruing to Lender on account of any Default hereunder.

8. **No Inquiry for Expenses.** If Lender makes any payment authorized by this Mortgage relating to taxes, assessments, charges or encumbrances, Lender may do so according to any bill, statement or estimate received from the appropriate public office without inquiry into the accuracy of validity of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9.1 **Environmental Warranties and Representations.** Borrower warrants and represents to Lender that no release of any petroleum, oil or chemical liquids or solids, liquid or gaseous products or hazardous waste or any other pollution or contamination (Environmental Contamination") has occurred or is existing on any portion of any Premises or, to the best knowledge or Borrower, on any other real estate now or previously owned, leased, occupied or operated by Borrower or Obligor or with respect to Borrower's or Obligor's business and operations, and neither Borrower nor Obligor has received notice, or oral or written, from any source, of any of the following occurrences:

9.1.1 any such Environmental Contamination;

9.1.2 that Borrower's or Obligor business or operations are not in full compliance with requirements of federal, state or local environmental, health and safety statutes or regulations;

93015263

9.1.3 that Borrower or Obligor is the subject of any federal, state or local investigation evaluating whether any remedial action is needed to respond to any Environmental Contamination, alleged or otherwise;

9.1.4 that any portion of the Premises or of any other property or assets of Borrower or Obligor, real or personal, is subject to any lien arising under any federal, state or local environmental, health and safety statutes or regulations.

9.2 **Responsible Property Transfer Act.** Borrower warrants and represents to Lender that the Premises are not subject to the Responsible Property Transfer Act of 1988 of the State of Illinois (the "Act"), or, if the Premises are subject to the Act, Borrower has delivered to Lender a complete and accurate Disclosure Document required under the Act.

9.3 **Environmental Covenants and Agreements.** Borrower covenants and agrees, until all Liabilities are paid in full:

9.3.1 Borrower shall not cause or permit to exist any Environmental Contamination on any portion of the Premises or on any portion of any other real estate now or hereafter owned, leased or occupied or operated by Borrower or Obligor, or with respect to the business and operations of Borrower or Obligor.

9.3.2 Borrower shall immediately notify Lender of its or Obligor's receipt of any notice, oral or written, of the type described in Paragraph 9.1 of this Mortgage.

9.4 **Environmental Indemnification.** Borrower hereby indemnifies and holds Lender harmless form and against all losses, costs, claims, causes of action, damages (including special, consequential and punitive damages), and including in-house or outside attorneys' fees and costs, incurred by Lender and in any manner related to or arising from the breach of any of the foregoing warranties, representations, covenants, agreements or Lender's becoming liable, in any manner whatsoever, under the Act or for any Environmental Contamination previously, now or hereafter existing or occurring on any portion of the Premises or on any other real estate previously, now or in the future owned, leased, occupied or operated by Borrower or Obligor occurring with respect to Borrower's or Obligor's business or operations, which indemnification shall survive the payment in full of the Liabilities.

9.5 **Environmental Defaults.** The breach of any warranties, representations, covenants or agreements contained in Paragraphs 9.1 through 9.4 of this Mortgage or the giving to Borrower or Obligor of any notice of the type described in Paragraph 9.1 of this Mortgage (regardless of whether any Environmental Contamination of the type described in Paragraph 9.1 of this Mortgage has occurred and regardless of whether Borrower has notified Lender of the receipt of any such notice) shall entitle Lender to accelerate the maturity of all Liabilities, and all such Liabilities shall become immediately thereafter due and payable, and if payment thereof is not immediately made, Lender shall have all remedies stated in this Mortgage or otherwise available to it.

9.6 **Environmental Provisions Binding on Beneficiaries.** If Borrower is a land trustee, all warranties, representations, covenants and agreements contained in Paragraphs 9.1 through 9.4 of this Mortgage shall also apply and refer to any

96152 9

beneficiaries of the land trust of which Borrower is trustee.

10. **Default.** Upon Default, at the sole option of Lender, the Note and any other Liabilities shall become immediately due and payable and Borrower shall pay all expenses of Lender including in-house and outside attorney's fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Lender's rights in the Premises and other costs incurred in connection with disposition of the Premises. The term "Default" in the Note, all of which are heavy incorporated by reference herein, (b) the failure of Borrower or, if applicable, Obligor to pay the Note, in accordance with the terms of the Note, (c) the falsity of, or failure of Borrower or, if applicable, Obligor to comply with or to perform any representation, warranty, term, condition, covenant or agreement contained in this Mortgage, the Note or any instrument securing any Liabilities, (d) the occurrence of any event, described in this or nay other document, giving Lender the right to accelerate the maturity of any of the Liabilities or constituting a default of any of the land trust of which Borrower is trustee to comply with or perform any covenant or agreement contained in any instrument securing the Liabilities.

11. **Due on Sale.** Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Borrower of any encumbrance of any kind, conveyance, contract to sell, or transfer of the Premises, or any part thereof, or transfer of occupancy or possession of the Premises, or any part thereof, shall be made without the prior written consent of Lender. If Borrower is a land trustee, no sale, assignment, grant of an encumbrance of any kind, conveyance or contract to sell or transfer the Premises or any part thereof or all or any part of the beneficial interest in the land trust of which Borrower is trustee, or transfer of occupancy or possession of the Premises, or any part thereof, shall be made by the beneficiaries of such land trust without the prior written consent of the Lender.

12. **Definition of Liabilities.** "Liabilities" means all obligations of Borrower of Obligor or, if Borrower is a Land trustee, and beneficiaries of the land trust of which Borrower is trustee, to Lender for payment of any and all amount due under the Note, this Mortgage and of any indebtedness, or contractual duty of every kind and nature of Borrower or Obligor or such beneficiaries or any guarantor of the Note to Lender, howsover created, arising or evidenced, whether direct or indirect, absolute or contingent, joint or several, now or hereafter existing, due or to become due and howsover owned, held or acquired, whether through discount, overdraft, purchase, direct loan or as collateral, or otherwise. "Liabilities" also includes all amounts so described herein and all costs of collection, or otherwise. "Liabilities" also includes all amounts so described herein and all costs of collection, legal expenses and in-house or outside attorneys' fees incurred or paid by Lender in attempting the collection or enforcement of the Note or this Mortgage, or any extension or modification of this Mortgage or the Note, any guaranty of the Note, or any other indebtedness of Borrower or Obligor or the aforementioned beneficiaries or any guarantor of the Note to Lender, or in any legal proceeding occurring by reason of Lender's being the mortgagee under this Mortgage or any extension or modification thereof or the payee under the Note or any extension or modification thereof, including but not limited to any declaratory judgment action, or in the repossession, custody, sale, lease, assembly or other disposition of any collateral for the Note. Notwithstanding anything contained herein to the contrary, in no event shall the lien of this Mortgage secure outstanding Liabilities in excess of 200% of the original stated principal amount of the Note.

86152 3

13. **Foreclosure.** When any of the Liabilities shall become due whether by acceleration or otherwise, Lender shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included ad additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Lender for outside or in-house attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Lender may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Lender. All expenditures and expenses mentioned in this paragraph shall become additional Liabilities and shall be immediately due and payable, with interest thereon at a rate equivalent to the post-maturity or post-default (whichever is higher) rate set forth in the Note or herein, when paid or incurred or paid by Lender or on behalf of Lender in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Lender shall be a party, as plaintiff, claimant, defendant or otherwise, by reason of this Mortgage or nay Liabilities; or (b) preparations for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after default under the Note, whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might effect the Premises or the security hereof, whether or not actually commenced.

14. **Proceeds of Foreclosure.** The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, to the reasonable expenses of such sale; second, to the reasonable expenses of securing possession of the Premises before sale, holding, maintaining and preparing the Premises for sale, including payment of taxes and other governmental charges, premiums on hazard and liability insurance, management fees, reasonable outside or in-house attorneys' fees, payments made pursuant to Section 15-1505 of the Illinois Mortgage Foreclosure Law or otherwise authorized in this Mortgage and other legal expenses incurred by Lender; third, to the satisfaction of claims in the order of priority adjudicated in the judgment of foreclosure, and with respect to the Liabilities secured by this Mortgage additional to that evidence by the Note, with interest thereof as herein provided, second to interest remaining unpaid on the Liabilities evidenced by the Note and third to unpaid principal of the Liabilities evidenced by the Note; fourth, to remittance of any surplus to Borrower, or if Borrower is a land trustee to the beneficiaries of the land trust of which Borrower is trustee, or as otherwise directed by the court.

15. **Receiver.** Upon, or at any time filing of a complaint to foreclose this Mortgage, as otherwise permitted by the Illinois Mortgage Foreclosure Law, the court in which such suit is filed may appoint a receiver of the Premises, or may appoint the Lender as a mortgagee-in-possession of the Premises. Such receiver, or Lender as mortgagee-in-possession, shall have power to collect the rents issues and profits of the Premises and shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises.

16. **Unavailability of Certain Defenses.** No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.

17. **Inspection.** Lender shall have the right, but not the obligation, in its sole discretion, to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose. The foregoing does not relieve Borrower form any obligation, under this Mortgage, the Note or any other instrument securing the Liabilities, to maintain the Premises.

18. **Release.** Lender shall release this Mortgage by a proper release upon payment in full of the Note and all Liabilities, and thereupon Lender shall pay all expenses, including recording fees and otherwise, to release its security interest hereby created. If Borrower or, if applicable, Obligor, is entitled to make future draws and repayments under the Note, under a revolving credit arrangement, in the event that the outstanding balance of the Note has been paid in full and upon receipt by Lender of a written request to reduce the amount which Lender shall release this Mortgage tot he extent the Mortgage secured payment of the Note, and Lender shall pay all expenses of such release.

19. **Estoppel Statement by Borrower.** Borrower shall, within ten days of a written request therefore form Lender, furnish Lender with a written statement, duly acknowledged, setting fourth the then outstanding balance of the Note and that there are no rights of set-off, counterclaim or defense which exist against such balance or any of the other Liabilities.

20. **Taxes and Insurance.** On written request by Lender, Borrower shall pay to Lender on the day monthly installments of principal and/or interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments on the Premises, plus one-twelfth of yearly premium installments for hazard insurance, all as reasonably estimated initially and form time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender of Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, and insurance premiums. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower without charge, on Borrower's written request, an accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. Borrower hereby pledges the Funds as additional security for the payment of the Liabilities, and authorizes Lender to deduct form the Funds any past due Liabilities, without prior notice to Borrower, whether or not a default has occurred. If the amount of the Funds by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments and insurance premiums shall exceed the amount required to pay said taxes, assessments and insurance premiums as they fall due, such excess shall, requested by Borrower, be either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds, at Borrower's option. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 10 days from the date notice is mailed by Lender to Borrower requesting payment thereof. Upon payment in full of all Liabilities, Lender shall promptly refund to Borrower any Funds held by Lender. If the Premises are sold during or on the completion of any

83615? 3

foreclosure proceedings, Lender shall apply, no later than immediately prior to the sale of the Premises, any Funds held by Lender at the time of application as a credit against the Liabilities.

21. **Binding on Assigns.** This Mortgage and all provisions hereof, shall extend to and be binding upon Borrower and all persons or parties claiming under or through use of any gender shall be applicable to all genders. The word "Lender" includes the successors and assigns of Lender.

22. **WAIVER OF REDEMPTION AND REINSTATEMENT.** IF THE PREMISES ARE NOT RESIDENTIAL REAL ESTATE AS DEFINED IN THE ILLINOIS MORTGAGE FORECLOSURE LAW, BORROWER HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FORM ANY JUDGMENT OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON CLAIMING THROUGH BORROWER AS A SUCCESSOR, AND AGAIN IF THE PREMISES ARE NOT RESIDENTIAL REAL ESTATE AS DEFINED IN THE ILLINOIS MORTGAGE FORECLOSURE LAW, BORROWER FURTHER HEREBY WAIVES ANY RIGHTS OF REINSTATEMENT TO CURE A DEFAULT AFTER THE LIABILITIES HAVE BEEN ACCELERATED BY REASON OF SUCH A DEFAULT, ON ITS OWN BEHALF AND ON BEHALF OF ANY PERSON CLAIMING A RIGHT OF REINSTATEMENT AS A SUCCESSOR TO BORROWER.

23. **Special Provisions Concerning Land Trustee.** If Borrower is a land trustee, this Mortgage is executed by Borrower not personally, but as Trustee and exercise of the power and authority conferred upon and vested in it as such Trustee, and insofar as said Trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof and through enforcement of the provisions of any other collateral or guaranty from time to time securing payment hereof; no personal liability shall be asserted or be enforceable against Borrower, as Trustee, because or in respect of this Mortgage or the making, issue or transfer thereof, all such personal liability of said Trustee, if any, being expressly waived in any manner.

24. **Waiver of Homestead.** Borrower hereby waives and conveys to Lender any rights or estate of homestead in the Premises which Borrower may now or hereafter have under the laws of the State of Illinois. If anyone in addition to Borrower has executed this Mortgage, such person, by his or her signature hereby waives and conveys to Lender any rights or estate of homestead in the Premises which such person may now or hereafter have under the laws of the State of Illinois, and the signature of such person is made solely for purposes of such waiver or conveyance.

25. **Governing Law; Severability.** This Mortgage has been made, executed and deliver to Lender in Illinois and shall be construed in accordance with the internal laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

8 9 6 1 5 2 3

WITNESS Borrower has executed and delivered this Mortgage as of the day and year set forth above.

ADDITIONAL SIGNATORIES FOR WAIVING AND CONVEYING HOMESTEAD RIGHTS, IF ANY:

____

____

____

BORROWERS:

BY: Raul A. Romo.
RAUL A. ROMO

Irma S. Romo.
IRMA S. ROMO

____

____

This document was prepared by:

mail to

Cole Taylor Bank
1542 W. 47th St.
Chicago, Il 60609
Attn: [illegible]

NOTARIZATION FOR INDIVIDUAL(S)

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned a Notary Public in and for said County, in the State aforesaid, do hereby certify that on the 21 day of December 1989, personally appeared before me RAUL A. ROMO AND IRMA S. ROMO jnt known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing as his/her/their free and voluntary act, including any waiver or conveyance of redemtion or homestead rights.

Given under my hand and noterial seal this 21 day of December 1989.

NOTARY PUBLIC

(SEAL)

My Commission Expires: ____________________

OFFICIAL SEAL
PETER DURBAN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JAN. 11,1992

90152.9