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THIS I	NDENTURE, madeF	ebruary 3	j	19	89 , between
Mr.	Sidney Mindlin	and Mrs.	Henrietta	ı Mind	lin,
his	wife				
400 herein r	East Ohio, Unit (NO. AND STREET) referred to as "Mortgagors	403 "and Bar	Chicago (CITY) k Leumi L	e-Isr	50611 (STATE) del
В.М.		· · · · · · · · · · · · · · · · · · ·			
100	North LaSalle S (NO. AND STREET)	treet Chi	cago, IL (CITY)	60602	(STATE)



Above Space For Recorder's Use Only

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of TWO HUNDRED FITY THOUSAND 250,000.00 sum and interest at the rate a 2 in installments as provided in said note, with a final payment of the balance due on the day of August 3 , payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal 1989, and all of said principals at interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 100 North LaSalle Street, Chicago, Illinois 60602

NOW. THEREFORE, the Mortgage, and the reformance of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the reformance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in air dipaid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors. A assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying AND STATE OF ILLINOIS, to wit: City of Chicaga _____, COUNTY OF __COOK_____ and being in the ...

LEGAL DESCRPTION ATTACHED HEREBY AND INCORPORATED INTO THIS INSTRUMENT HEREIN.

1989 FEB 2 1 AH R. Z2 8907654**5**

SEE ATTACHED RIDER RE: ADJUSTABLE RATE

which, with the property hereinafter described, is referred to herein as the "premis-

17-10-200-068-1003 Permanent Real Estate Index Number(s): __

Address(es) of Real Estate: 161 Chicago Avenue East Condominium, Unit 25A, Chicago, Cook County, IL

TOGETHER with all improvements, tenements, casements, fixtures, and appurtenances thereto belong and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a paper with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air condition any water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, wire my hades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically stached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgago S or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, or the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Ili nois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is:

Mr. Sidney Mindlin and Mrs. Henrieta Mindlin, his size.

This mortgage consists of two pages. The coverants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be hinding on Mortgagors, their heirs, successors and assigns.

Witness the hand ... and seat ... A Mortgagors the life and year first above written.

witness the nand.	and sear Or wintigagins the day and year hist above written.	
	(Seal)	
PLEASE	MR. SYDNEY MINDLIN	
PRINT OR TYPE NAME(S)	S SI# (277-16-2348	
BELOW SIGNATURE(S)	5.51 (2/7,7-16-2348 122m : Henry Truden (Seal)	torn to buye, to transmit over the contact we want first of AAA and red to
	MRS. HENRIETTA MINDLIN	
Flor irla State of Allinois, County	of Þasts. # 423-28-6604	1, the undersigned, a Notar

y Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that M. SIDNEY MINDLIN hir nite

MS. HENRIETTA MINDLIN,

personally known to me to be the same person 5 whose name 5 q.F. subscribed to the foregoing instrument, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

, P	,				
Given under my hand and official seal, this	. 2	day of	FEBRUARY.		19.59
Giren under my mand and official sem, this			120000	111.1	
Commission expires	6 OCTOBER	19 <u>_7 2 _</u> _	146666427	fix stary	
•			0.2	•	Notary Pub

This instrument was prepared by Carlos G. Rizowy, 100 North LaSalle Street, Suite 1710, Chicago, IL 60602 Carlos G. Rizowy, 100 North LaSalle Street, Suite 1710, Chicago, IL 60602 Mail this instrument to (NAME AND ADDRESS)

> (CITY) BOX 333 - GG

(STATE)

(ZIP CODE)

_(Seal)

... (Seal)

IMPRESS

UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of crection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or changes or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages of the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors furthy, covenant to hold harmless and agree to indemnify the Mortgagoe, and the Mortgagoe's successors or assigns, against any liability incurved by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the 2 ortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors scall love such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under occlicies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same of to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of own or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver an policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortgages may, but need not, make any payment or perform any act hereinpelore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or coatest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection there with, including attorneys' fees, and any other moneys advanced by Mortgages to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon as the highest rate now permitted by Illinois law. Inaction of Mortgages shall never be considered as a waiver of any right accruing to the Mortgagors.
- 8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate produced from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein mentioned, joth principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, ill unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, become due and any able (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when de ault shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 10. When the indebtedness hereby secured shall become due whether by accele, air, or otherwise. Mortgagee shall have the right to forcelose the lien hereof. In any suit to forcelose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication co is and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title scarches, and examinations, title insurance policies, Tortens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to sich de tree true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentuaned had become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate to we permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indepted exist serieby secured; or (b) preparations for the commencement of any suit for the forcelosure hereof after accrual of such right to forcelos whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might of act the premises or the security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preciding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidence by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any oxygon to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or at any time after the filling of a complaint to foreclose this mortgage the court in which such complaint is fill decay appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the servency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall he very power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a unficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in ease of a sale and deficiency.
- 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
- 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
- 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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PARCEL 1:

UNIT 25A IN 161 CHICAGO AVENUE EAST CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF VARIOUS LOTS IN OLYMPIA CENTRE SUBDIVISION OF VARIOUS LOTS AND PARTS OF VACATED ALLEYS IN BLOCK 54 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHLE AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 85080173 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY. ILLINOIS

PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS, SUPPORT AND UTILITIES INCLUDING EASEMENTS FOR OPERATION, REPAIR, MAINTENANCE AND REPLACEMENT OF ELEVATOR PITS, SHAFTS, EQUIPMENT, ETC., ALL AS DEFINED AND DECLARED IN DECLARATION OF COVENANTS, EASEMENTS, CHARGES AND LIENS FOR OLYMPIA CENTRE IA FD JUNE 27, 1985 AND RECORDED JUNE 27, 1985 AS DOCUMENT 85080141 OVER AND ACROSS VARIOUS LOTS AND PORTIONS OF LOTS IN OLYMPIA CENTRE SUBDIVISION IN SECTION 10, Th.

Control

AND TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. No.: 17-10-200-068-1003

21s2d.cgr

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATIONS.

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

UNOFFICIAL COPY

Property of Cook County Clerk's Office

The second second

ADJUSTABLE RATE REDER ADJUSTABLE RATE REDER Officer	PHOCE DS'OF LOAN APPLIED TO:
Amount \$ 250,000,00	RENEWAL OF
MaturityAugust3, 1989	? CR ACCT NO
Account No	3 CHECK NO (s)
DateFebruary 3 19 89.	PAYEE
	Signature of Borrower
Fahrusan, 7, 1000	
ON February 3, 1989 tor value received, the Unit	dersigned, jointly and severally, promise(s) to pay to the order of RANCH
100 North LaSalle Chicago	
the principal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000,0) together with interest thereon from time to time unpaid at the unitar rate of 11.5% c pur annum and at the var	O) Doffars
together with interest thereon from time to time unpaid at the initial rate of 11.5% pur annum and at the var	nable rate thereafter of 1.0. % per annum above the rate
of interest designated by the Lender, and in effect from time to time, as its Designated Rate* (the "Designate Undersigned acknowledges that the Designated Rate may not necessarily represent the lowest rate charged by the	nd Rato"), adjusted when said Designated Hate changes. The
the state of the s	C SIST 641 BY ORK MURRS 160 Inc. 1904 (6614) E to Ata Caraca
interest otherwise chargeable hereunder All interest shall be paid Monthly to Lender at i	its offices
At the date hereof the Designated Rate is 10.5	and the sentence of the sentence littlesses
All payments shall be first applied to accrued interest to date of actual payment with the remainder, if shall be computed on the pasis of a360	any, applied to the depaid balance of the principal interestings of Undersigned agrees to pay reasonable attorneys' feets
costs and expenses included by Lender in the collection and enforcement of this Note	
As security for the paymer of this flote and for the payment and performance of all other existing and future the Undersigned, or any of her control of the Lender, the Undersigned hereby piedges, assigns, transfers and delivers and in all other property of the Universigned new of hareafter in the possession or control of the Lender, therein of the real estate commonly known as: 5045 Fifth Avenue Unit 102; and Ingally described as follows:	
See attached legal rescription incorporated herein.	Also the real estate commonly
known as: 161 Chicago Avenue East Condominium, Chica	igo, Cook County, Illinois,
Unit No. 25A, and regally described in the attached 1	legal description.
The Undersigned agree(s) to deliver to the Lander for lowth pinns its demand, such additional Collatera: as 2 of	
decline or should the Lender deem itself insecure. The Lender shall have evercised trasonable care in the cut tody and preservation of the Collateral distances at request in writing, but the failure to comply with any such request. All not of itself be greened a failure to excresionability for taking such steps as may be nocessary from time, of the to preserve all rights of the Undersigne following actions. (In Transfer the whole or any part of the Collateral into the fair is of itself or its nominee, with or Collateral directly from the person obligated thereon, (in) vote the Collateral, or take control of any proceeds of the collateral directly from the person obligated thereon, (in) vote the Collateral. "I take control of any proceeds of the collateral are any compromise or settlement with respect to any of the Cilateral. Undersigned covernants, represents and agrees with Lender as follows: (a) That "Interesting the collateral against the claims and demands of a persons and pit that Undersigned will not remove the without the written consent of Lander, and of) that Undersigned will not use or permit the following and either Undersigned will not use or permit the following and that Undersigned will not use or permit the following and either Undersigned will not use or permit the following and either Undersigned will not use or permit the following and either Undersigned will not see or permit the following and either Undersigned agrees to sign associated and server any document or financing statement recreases in order to permit the collateral and entered any observer any document or financing statement recreases in order to permit the collateral and entered any observer any document or financing statement recreases in order to permit the collateral and entered any observer any document or financing statement recreases in order to permit the collateral and entered any observer any document or financing statement recreases in order to permit the collateral and entered any observer any document or financing st	ch action for that purpose as the Undersigned shall reasonably ercise reasonable care. The Undersigned shall have the sole ed and the Lender in the Collateral against prior parties rail, and in particular may at any time take any one or more of the without indication of piedge. (ii) collect any amounts due on the re-Collateral including stock dividends and other distributions er of the collateral free from any fish, security interest, encuring gried will not self, fease or encumber the collateral or grant any ecollateral from Undersigned's residence or place of business lation of any law, ordinance or policy of insurance covering said
In the event of non-payment, when due, whether by acceleration or otherwise, of any amount of yallie on this No or the failure of the Undersigned or any endorser or guarantor to furnish additional Collateration the Leil, and of the of the Undersigned or any endorser or guarantor, or the insolvency, bankruptcy, liquidation or cessations of businest entry of any judgment or decree for money against any of the Undersigned or any endorser or guarantor. In the Lender, or if the Lender shall deem itself insecure or in the event of an assignment for the benefit of credit, so or guarantor; or the occurrence of material change in the financial condition of the Undersigned or any endorser or guarantor; or the occurrence of material change in the financial condition of the Undersigned or any endorser or guarantor in connection with this loan or any other indebtadinoss of the Undersigned or any endorser or guarantor in connection with this loan or any other indebtadinoss of the Undersigned or any endor any endor and without notice or demand, this Note and all other indebtadinoss of the Undersigned or any endor any endor and without notice or demand, this Note and all other indebtadinoss of the Undersigned to the Lender may be declained the Lender may exercise, from time to time and without election of remedies, all rights and remedies and the Lender may exercise. If one time to time and without election of remedies, all rights and remedies and the Undersigned or the Collateral at public or private sale. Undersigned in the Undersigned The Lender may buy at any public sale, and if the Collateral at public or private sale. Undersigned or any endorser or guarantor reasonable not after which any private sale or other disposition, postage prepaid, at the addiess of the any endorser or guarantor, at least five days before sale or other disposition, postage prepaid, at the addiess of the any endorser or guarantor, secured hereby, and the remainded price durantion at least five days before sale or other disposition, postage prepaid	is bender as neighbor agreed, or the death of incompleterly of any soften yot the Undersigned or any endorser or guarantor; or the exert occurring or evidenced, (unless such judgment or decree antor shall default in the performance of any other obligation for popontment of a receiver of the Undersigned or any endorser or yourantor such that the Lender deems its risk with respect to crucondition is made or has been made by the Undersigned or any endorser or it yourantor such that the Lender then at the option of the Lender are 1a. If thereupon shall become due and payable immediately to run Jer 1. elilinois Uniform Commercial Code, as amended rerisigned 1. any endorser or guarantor, at the sole expense recognized mar e. or is of a type which is the subject of widely healtens to dictive speedily in value or is of a type customarily infication of the time ar 1. place of any public sale or of the time tible notice shall be mit if no ice is mailed to the Undersigned or Undersigned or any indovier in guarantor shown hotopin or at occess of any sale or owner is position of the Collateral shall be sincurred by the Lender and no remainder to the payment of emaining proceeds, if any ratir and to the Undersigned or any lee same to the Lender on demar of 1 he Lender shall have the er guarantor, or credits accruin of 0. Undersigned or any ele same to the Lender on demar of 1 he Lender shall have the er guarantor, or credits accruin of 0. Undersigned shall be elementative and not in the alternal reny attorney of any court of record to appear for them, or any on the laternal reny attorney of any court of record to appear for them, or any of them, or any one or more of them, in favor of the holder of this and to ware not reliated to the payment of the holder of this and to ware and release all errors which may intervene in such a attorney may do by virtue hereof inforceable, in whole or in part or in any respect, or in the event teen and in either of these events, such provision or provisions.
INDERSIGNED AGREE(S) THAT THE ADDITIONAL TERMS AND PROVISIONS ON THE REVER	SE SIDE HEREOF SHALL CONSTITUTE A PART OF

UNDERSIGNED AGREE(S) THAT THE ADDITIONATHIS NOTE AND ARE INCORPORATED HEREIN.

Address 400 East Ohio Unit 403

Chicago, Illinois 60611

Social Security No. or Carp. D. No. Telephone

SIGNATURE(S) OF BORROWER(S)

SIDNEY MINDLIN 277-16-2348

HENRIETTA MINDLIN, his wife S.S.# 423-28-6604

DITIDIAL THE AND FROMSIONS

The Lender may, at any time or times hereafter, without notice, appropriate and apply toward the payment of this Note, whether due or not, any moneys, credits or the Lender may, at any time or times necester, without notice, appropriate and apply toward the payment of this fulle, whether our owner, any notes, credits or other properly balanging to the Undersigned, or any one or more of the Undersigned however created or arising, including, but without limitation to, any and all balances, credits, deposits, accounts, or moneys of any one or more of the Undersigned, and the Lender is hereby given a first or prior tien upon such moneys, credits, indebtedness and other property, and the Lender may exercise none or any one or more of the foregoing options.

Loss, theil, damage to, destruction or seizure of the collateral shall not relieve Undersigned from the payment and performance of any obligation or indebtedness secured hereby

If collateral is insurable, Undersigned shall procure and maintain insurance on the collateral for the full term of this note against the risks of fire, theft and such other risks as Lender may require (including the risk of collision in case the collateral is a motor vehicle) in such insurers as are satisfactory to Lender; and Undersigned shall deliver to Lender within ten (10) days from date, a fully paid policy or policies of insurance containing Lenders Loss Payable Clause in favor of Lender providing for (10) days prior written notice of cancellation. If Undersigned shall fail, for any reason, to insure the collateral at the times and in the manner hereinabove provided, or if Undersigned's insurance shall be cancelled, Lender, at its option, may procure such insurance as shall be deemed necessary by Lender and advance the premiums therefor on behalf of Undersigned Undersigned promises to pay such premium, with interest thereon at the rate stated on the face of this note, as an additional indebtedness due hereunder and secured hereby, or Lender may, at its option, declare all obligations secured hierby to be immediately due and psyable. Undersigned hereby assigns to Lender any unearned or return premiums. Lender is hereby appointed Undersigned in order to collect such unearned premium or any benefits of such insurance. All sums received by the Lender in psyment of insurance losses or for return premiums under said policies of insurance shall, at the option of the Lender, be applied to the unpaid principal balance or to currently installments of the loan. maturing installments of the loan.

No right or remedy granted to the Lender herein shall affect or diminish any right or remedy granted to the Lender in any security agreement, mortgage or trust deed executed by one or more of the Undersigned relating to any Collateral securing these Obligations. All rights and remedies of the Lender, whether provided for herein or conferred by law, are cumulative.

The maker(s), endorsers and guarantors waive presentment, demand, notice of dishonor, protest and all other notices and demands in connection with the enforcement of the Lender's rights hereunder, and hereby consent to, and waive notice of (i) any renewals, extensions and modifications hereof which do not increase the unpaid principal amount hereof, and (ii) the release with or without consideration of any of the Undersigned or of any Collateral. Any failure of the Lender to exercise any right available hereunder or otherwise shall not be constructed as a waiver of the right to exercise the same or any other right at any other time. The validity and construction of this note shall be governed by the laws of the State of Illinois.

GUARANTY

It is expressly agreed by the undersigned, and er unif them, that it shall not be necessary for holder to proceed first against the maker or any other guarantor, or to have recourse to the collateral of maker or any other guarantor, before proceeding to enforce this guaranty or as a condition to payment or performance by guarantors hereon. It is further agreed that holder shall have the exclusive right to determine where, in what manner and to which individendess all payments and credits, including the proceeds of physical damage and credit is urrance, shall be applied. The holder hereof may, at any time or times, appropriate and apply lowerd payment of this guaranty any moneys, credits or other project. It conging to guarantors, or any one of them, in possession or control of the holder including, but without limitation, all balances, credits, deposits and moneys; and holder is hereby granted a first and prior her thereon.

The undersigned, jointly and severally, hereby authorize, irrevocally, an lattorney of any court of record to appear for the undersigned, or any of them, in such court, in term (ime or vacation, at any time herealter, and contess a), digment against the undersigned, or any of them, without process in favor of the eight holder of the within note for such amount as may appear to be unpaid theron. Nogethall with costs of suit and reasonable attorneys' fees, and to waive and release all errors that may intervene and consent to immediate execution thereon, hereby given ing that no writ of error or appeal shall be prosecuted on any judgment entered and confirming all that said attorney may do by virtue hereof. ratifying and confirming all that said attorney may do by virtue hereol.

The undersigned, jointly and severally, waive demand, notice of dishonor, ore an inent for payment, diligence in collection, acceptance of this guaranty and notice of any adverse change in the financial condition of maker or any guarante and any other fact that might materially increase the risk of the guarantors hereon. This guaranty shall be binding upon the undersigned, jointly and severall?, and upon the here, legal representatives, successors and assigns of the undersigned, and of each of them, and shall invite to the benefit of holder, its successors and assigns. The validity and construction of this guaranty shall be governed by the laws of the State of illinois. This guaranty is secured by:

