

NOW, THEREFORE, in order to secure the payment of the principal and interest under the Note and the performance of the covenants and agreements contained in this Mortgage, including any extensions or modifications hereto, Mortgagor does by these presents, subject to the First Mortgage (as hereinafter defined) grant, bargain, sell, convey and mortgage unto Mortgagee, its successors and assigns forever and hereby represents and warrants to Mortgagee and grants to Mortgagee and its successors and

ARTICLE I.

WHEREAS, the Mortgagee is desirous of securing the payment of the Note, together with interest thereon, in accordance with the terms of the Note, and any additional indebtedness or obligations incurred by the Mortgagor on account of any future payments, advances or expenditures made by the Mortgagee pursuant to the Note or this Mortgage; and, provided that any future payments, advances or expenditures made by the Mortgagee pursuant to the Note or this Mortgage;

WHEREAS, Mortgagor has concurrently herewith executed and delivered a Note bearing even date herewith in a principal sum not exceeding Five Hundred Ninety-Five Thousand Two Hundred Twenty-Nine and 00/100 Dollars (\$595,229), made payable to the Mortgagee, in which the Mortgagor promises to pay the said principal sum, plus interest thereon, at the rate specified in said Note. All of said principal and interest payments shall be made payable to the Mortgagee and delivered to the Mortgagee at the office of Mortgagee or Mortgagee's designated agent, in Chicago, Illinois or at such other place as the Mortgagee, or Mortgagee's designated agent, may declare in writing; and

W I T N E S S E T H :

This Junior Mortgage, Assignment of Rents and Security Agreement is made this 29th day of March, 1989, between American National Bank and Trust Company, not personally, but as trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said trust in pursuance of a Trust Agreement dated March 22, 1977 and known as trust number 40224 (hereinafter referred to as "Mortgagor"), and the CITY OF CHICAGO, DEPARTMENT OF HOUSING, together with its successors and assigns, having its principal office at 318 South Michigan, Chicago, Illinois 60604 (hereinafter referred to as "Mortgagee").

ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

JUNIOR MORTGAGE

25 East Washington Street  
Chicago, Illinois 60602

SMITH & LYLE  
This instrument was prepared by:

JM-TRUST

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CLERK OF COOK COUNTY

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COOK COUNTY CLERK'S OFFICE  
100 NORTH LAKE STREET  
CHICAGO, ILLINOIS 60601  
TEL: (312) 321-1000  
WWW.COOKCOUNTYCLERK.COM

COOK COUNTY CLERK'S OFFICE

CLERK OF COOK COUNTY

COOK COUNTY CLERK'S OFFICE  
100 NORTH LAKE STREET  
CHICAGO, ILLINOIS 60601  
TEL: (312) 321-1000  
WWW.COOKCOUNTYCLERK.COM

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1. All of the real estate, as more particularly described in Exhibit "A" attached hereto and made a part hereof, together with all easements, water rights, hereditaments, mineral rights and other rights and interests appurtenant thereto (hereinafter referred to as the "Real Estate");
2. All buildings, structures and other improvements of every kind and description now or hereafter erected, situated or placed upon the Real Estate ("Improvements"), together with any fixtures or attachments now or hereafter owned by Mortgagor and located in or on, forming part of, attached to, used or intended to be used in connection with, or incorporated in any such improvements, including all extensions, additions, betterments, renewals, substitutions and replacements to any of the foregoing;
3. Any interests, estates or other claims of every name, kind or nature, both in law and in equity, which Mortgagor now has or may acquire in the Real Estate and Improvements, now owned or hereafter acquired;
4. All of Mortgagor's interest and rights as lessor in and to all leases, subleases and agreements, written or oral, now or hereafter affecting the Real Estate or the Improvements, or any part thereof, and all income, rents, issues, proceeds and profits accruing and to accrue from the Real Estate and Improvements;
5. All right, title and interest of the Mortgagor in and to all fixtures, personal property of any kind or character now or hereafter owned by Mortgagor and attached to or contained in and used or useful in connection with the Real Estate and Improvements;
6. All the estate, interest, right, title or other claim or demand which Mortgagor now has or may hereafter have or acquire with respect to (a) proceeds of insurance in effect with respect to the Real Estate and Improvements, and (b) any and all awards, claims for damages, judgments, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding of the whole or any part of the Real Estate and Improvements; and
7. All other property rights of the Mortgagor of any kind or character related to the Real Estate and Improvements.

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(a) promptly repair, restore, replace or rebuild any portion of the premises which may become damaged, destroyed, altered, removed, severed or demolished, whether or not proceeds of insurance are available or sufficient for the purpose, with replacements at least equal in quality and condition as existed prior thereto, free from any security interest in encumbrances on or reservation of title thereto;

3. Preservation, Restoration and Use of Premises. The Mortgagor shall:
    2. Payment of Principal and Interest. Mortgagor shall pay promptly when due the principal and interest and any other sums required to be paid on the Note or under this Mortgage at the times and in the manner provided therein and shall pay any other indebtedness secured hereby as same becomes due, and shall duly perform and observe all of the covenants, agreements and provisions contained herein.
    1. Junior Mortgage. This is a junior mortgage on the Premises, and is subject and subordinate in each and every respect to any and all rights of any kind created by that certain first mortgage ("First Mortgage") dated March 1, 1989 and running to Harris Trust and Savings Bank and recorded in the Office of the Cook County Recorder of Deeds, securing a note of even date therewith in the amount of Two Hundred Seventy Thousand and 00/100 Dollars (\$270,000). Mortgagor shall pay promptly when due any sums due under said note and shall perform promptly and fully any acts required under the First Mortgage. Mortgagor will not, without the prior written consent of Mortgagee, modify, extend or amend the First Mortgage or increase the amount of the indebtedness secured thereby.
- To protect the security of this Mortgage, the Mortgagor further covenant and agrees as follows:

ARTICLE II. GENERAL AGREEMENTS

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

IT IS FURTHER agreed, intended and declared that all the aforesaid property rights and interests shall, so far as permitted by law, be deemed to form a part and parcel of the Real Estate and Improvements, this Mortgage is hereby deemed to be and is, as well, a Security Agreement under the Illinois Uniform Commercial Code for the purpose of creating a security interest in such property, which Mortgagor hereby grants to the Mortgagee as secured party (as defined in the Illinois Uniform Commercial Code).

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- (b) keep and maintain the Premises in good condition and repair, without waste, and free from mechanics' liens, materialmen's liens or like liens or claims or other liens or claims for lien of whatever nature, except the First Mortgage;
- (c) complete, within a reasonable time, any improvements now or hereafter in the process of erection upon the Premises;
- (d) comply with all statutes, rules, regulations, orders or decrees and other requirements of any governmental body, federal, state or local, having jurisdiction over the Premises and the use thereof and observe and comply with any conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including without limitation zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions that are applicable to the Premises or its use and occupancy; make no material alterations in the Premises, except as required by law or municipal ordinance;
- (e) suffer or permit no change in the general nature of the occupancy or use of the Premises without the Mortgagee's prior written consent;
- (f) pay when due all operating costs of the Premises;
- (g) initiate or acquiesce in no zoning reclassification with respect to the Premises, without the Mortgagee's prior written consent;
- (h) not abandon the Premises, nor do anything whatsoever to depreciate or impair the value of the Premises or the security of this Mortgage;
- (i) refrain from any action and correct any condition which would increase the risk of fire or other hazard to the Premises or any portion thereof;
- (j) cause the Premises to be managed in a competent and professional manner;
- (k) not permit execution of any leases for a term in excess of one (1) year without the prior written consent of the Mortgagee;
- (m) not permit any unlawful use or nuisance to exist upon the Premises; and

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(n) provide the Mortgagee or its authorized representative with access to the premises, subject to the rights of the tenants, at all reasonable times for the purpose of inspecting the premises.

4. Payment of Taxes and Other Charges. Mortgagee shall be responsible for the payment, when first due and owing and before any penalty attaches, of all taxes and assessments (general or special), water charges, sewer charges, and any other charges, fees, taxes, claims, levies, expenses, liens and assessments, ordinary or extraordinary, governmental or non-governmental, statutory or otherwise, that may be asserted against the premises or any part thereof or interest therein. Mortgagee shall promptly furnish to Mortgagee duplicate receipts evidencing payment thereof. Mortgagee understanding anything contained herein to the contrary, Mortgagee may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes or charges, provided that any such contest stops the enforcement of such taxes, assessments, or charges.

5. Insurance. The Mortgagee shall insure and keep insured the premises and each and every part and parcel thereof against such perils and hazards as the Mortgagee may from time to time require, including, without limitation:

(a) Insurance against loss to the improvements caused by fire, lightning, windstorms, vandalism, malicious mischief, and risks covered by the so-called "all perils" endorsement and such other risks as the Mortgagee may reasonably require, in amounts (but in no event less than the aggregate of the initial stated principal amount of the Note and the principal and interest due under the first mortgage) equal to the full replacement value of the improvements, and naming the Mortgagee as an additional and named insured thereunder;

(b) comprehensive general public liability insurance against bodily injury and property damage in any way arising in connection with the premises named Mortgagee as an additional named insured party thereunder;

(c) During the making of any alterations or improvements to the premises insurance covering claims based on the owner's or employer's contingent liability not covered by the insurance provided in subsection (b) above and workers' compensation insurance covering all persons engaged in making such alterations or improvements.

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All policies of insurance to be maintained and provided as required herein shall be in forms, with companies and in amounts reasonably satisfactory to Mortgagee, and all policies of casualty insurance shall have attached thereto waiver of subrogation and mortgagee loss payable clauses or endorsements in favor of and with loss payable to Mortgagee.

All said insurance shall provide for thirty (30) days prior written notice of termination or cancellation to Mortgagee. Mortgagee shall deliver all policies, or certificates thereof, including additional and renewal policies, to Mortgagee marked "paid," and, in case of insurance policies about to expire, the Mortgagee shall deliver renewal policies or certificates thereof, not less than thirty (30) days prior to the respective dates of expiration.

Proceeds of insurance. In the event of any damage to, or destruction of, the Premises, the Mortgagee will promptly give written notice to the Mortgagee of such damage or destruction.

(a) In case of loss covered by policies of insurance, the Mortgagee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree, as the case may be) is hereby authorized at its option either: (1) to settle and adjust any claim under such policies without the consent of the Mortgagee; or (ii) to allow the Mortgagee to agree with the insurance company or companies on the amount to be paid upon the loss. The Mortgagee shall, and is hereby authorized to, collect any such insurance proceeds and the expenses incurred by the Mortgagee in the adjustment and collection of insurance proceeds shall be deemed additional indebtedness secured by this Mortgage and shall be reimbursed to the Mortgagee upon demand.

(b) In the event of any insured damage to, or destruction of, the Premises or any part thereof Mortgagee may, in its sole discretion; (1) apply the proceeds of insurance payable upon the indebtedness secured hereby in such order or manner as the Mortgagee may elect; or (ii) apply the proceeds of insurance to reimburse the Mortgagee for the cost of restoring, repairing, replacing or rebuilding the Premises or any part thereof.

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9. Mortgagee's Performance of Defaulted Acts. In case of default herein by Mortgagee, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagee 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 on title or claim thereof, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein

Any waiver by Mortgagee of this paragraph shall not be deemed to be a waiver of the right of Mortgagee to insist upon strict compliance with the provisions of this paragraph in the future.

8. Transfer and Encumbrance of the Property. The Mortgagee shall not create, effect, contract for, commit to, consent to, suffer or permit any conveyance, sale, assignment, syndication, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the following) of the premises or any part thereof or interest therein, without the prior written consent of the Mortgagee. If the Mortgagee shall do any of the foregoing without the prior written consent of the Mortgagee, then the Mortgagee at its option, has the right to accelerate the maturity of the Note causing the full principal balance and accrued interest to be immediately due and payable without notice to Mortgagee.

7. Condemnation and Eminent Domain. The Mortgagee shall give Mortgagee prompt notice of any proceedings, instituted or threatened, seeking condemnation or taking by eminent domain or any like process (generally "taking"), of all or any part of the premises or affecting any easement thereon or agreement thereon and shall deliver to Mortgagee copies of any and all papers served in connection with any such proceedings, and Mortgagee hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any and all awards resulting from any taking. Mortgagee is hereby authorized to collect and receive from the condemnation authorities said awards and is further authorized to give appropriate receipts therefor.

(c) In the event proceeds of insurance, if any, shall be made available to the Mortgagee for the restoring, repairing, replacing or rebuilding of the premises, the Mortgagee hereby covenants to restore, repair, replace or rebuild the same, to be of at least equal value, and of substantially the same character as prior to such damage or destruction, all to be effected in accordance with plans and specifications to be first submitted to and approved by the Mortgagee.

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- authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Mortgagee to protect the Premises and the lien hereof, shall be deemed additional indebtedness secured hereby, and shall become immediately due and payable, with interest thereon at the default interest rate provided for in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.
10. Events of Default. It shall constitute a default under this Mortgage when:
- (a) Mortgagor fails to timely make payment of the Note or any installment thereof, including principal, interest, or any applicable loan fee or other amount required to be paid and such failure continues for five (5) days; or
  - (b) Mortgagor fails to duly observe or perform any term, covenant, condition or agreement of this Mortgage, or in the Note, or any other instrument securing the Note, and said default continues for 30 days after written notice thereof shall have been given by the Mortgagee to the Mortgagee; provided, however, if such correction, by its nature cannot be performed within said 30-day period, then, if the Mortgagee commences such correction within said 30-day period and diligently pursues such correction, the time period within which such correction must be performed shall end ninety (90) days following the written notice from the Mortgagee; or
  - (c) Mortgagor fails to pay any sum due or fails to perform any condition, covenant, term or agreement required under the first Mortgage or the Note, that is secured by the first Mortgage; or
  - (d) Mortgagor, or any guarantor of the indebtedness secured hereby is:
    - (i) voluntarily adjudicated a bankrupt or insolvent; or,
    - (ii) seeks or consents to the appointment of a receiver or trustee for itself or for all or any part of its property; or,
    - (iii) files a petition seeking relief under or files an answer admitting the material allegations of a petition filed against it under any bankruptcy or similar laws of the United States or the State of Illinois; or,

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12. Expense of litigation. In any suit to foreclose the lien of this mortgage or enforce any other remedy of mortgagee under this mortgage or the Note, there shall be allowed and included, as additional indebtedness in the judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of mortgagee for reasonable attorney's fees and other related costs and expenses paid or incurred in connection with such proceeding.

11. Remedies on Default. If a default under this mortgage shall occur, mortgages may at its option, (a) declare the entire indebtedness secured hereby to be immediately due and payable, without notice or demand (each of which is expressly waived by Mortgagee); (b) institute proceedings for the complete foreclosure of the mortgage; (c) take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note or in this mortgage; (d) exercise any or all rights and remedies available under the Uniform Commercial Code; and (e) enforce this mortgage in any other manner permitted under the laws of the State of Illinois.

(h) Mortgagee abandons the premises.  
 (g) Mortgagee transfers, conveys, assigns or sells the premises or any interest therein or if the mortgagee is a partnership, corporation or land trust, there occurs any assignment or transfer of control of the beneficial interest therein; or

(f) Any warranty, representation, certification, financial statement or other information made or furnished at any time pursuant to the terms of this mortgage by Mortgagee, or by any person or entity liable for the indebtedness secured hereby, shall prove to be materially inaccurate or false; or

(e) Any order, judgment or decree is entered upon an application of a creditor of Mortgagee by a court of competent jurisdiction appointing a receiver or trustee or custodian of all or a substantial part of the assets of the Mortgagee, or approval of any petition filed against Mortgagee hereby seeking relief under any bankruptcy or other similar laws of the U.S. or any state and remains in force, undischarged or unstayed for a period of 60 days; or

(v) makes an admission in writing of its inability to pay its debts generally as they become due; or  
 (iv) makes a general assignment for the benefit of creditors; or,

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13. Right of Possession. Subject to the rights of the Mortgagee under the First Mortgage, in any case in which, under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, whether before or after the institution of such proceedings to foreclose the lien hereof or before or after sale thereunder, Mortgagee shall, upon demand of Mortgagee, surrender to Mortgagee, and Mortgagee shall be entitled to take actual possession of the premises or any part thereof, personally or by its agent or attorneys, and Mortgagee, in its discretion may enter upon and take and maintain possession of all or any part of the premises, together with all documents, books and records. Upon taking possession of the premises, the Mortgagee may take all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments, and improvements in connection with the premises as may seem judicious to Mortgagee to insure, protect and maintain the premises and all risks incidental to Mortgagee's possession, operation, and management thereof, and to receive all rents, issues and profits therefrom.

14. Priority of Rent Payments. Any avals, issues and profits of the premises received by Mortgagee after having possession of the premises, or pursuant to any assignment thereof to Mortgagee under the provisions of this Mortgage or of any separate assignment of rents or assignment of leases, shall be applied in payment of or on account of the following, in such order as Mortgagee (or in case of a receivership, as the court) may determine: (i) to the payment of the operating expenses of the premises, including reasonable compensation to Mortgagee or the receiver and its agent or agents, (ii) to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the premises, or which may become a lien prior to the lien of this Mortgage, (iii) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the premises, including the cost from time to time of installing or replacing personal property or fixtures necessary to the operation of the premises, (iv) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale, or (v) with respect to any surplus or remaining funds, to the Mortgagee, its successors, or assigns, as their rights may appear.

15. Appointment of Receiver. Upon or at any time after the filing of any complaint to foreclose the lien of this Mortgage, the court may, upon application, appoint a receiver of the premises. Such appointment may be made either before or after foreclosure sale, without notice, without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if



- any, liable for the payment of the indebtedness hereby secured, without regard to the value of the Premises at such time and whether or not the same is then occupied as a homestead, and without bond being required of the applicant. Mortgagee or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to take possession, control, and care of the Premises and to collect all rents and profits thereof during the pendency of such foreclosure suit.
16. Foreclosure Sale. Any real estate or any interest or estate therein sold pursuant to any court order or decree obtained pursuant to the Mortgage shall be sold in one parcel, as an entirety, or in such parcels and in such manner or order as Mortgagee, in its sole discretion, may elect, to the maximum extent permitted by the laws of the State of Illinois. At any such sale, Mortgagee may bid for and acquire, as purchaser, the Premises or any part thereof, and in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the indebtedness due the amount of Mortgagee's bid.
17. Application of Proceeds from Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority:
- (a) on account of all costs and expenses incident to the foreclosure proceedings;
  - (b) all other items which, under the terms hereof, constitute secured indebtedness additional to that evidenced by the Note, with interest thereon;
  - (c) all principal and interest remaining unpaid on the Note; and,
  - (d) any surplus to Mortgagee, its successors, or assigns, as their rights may appear.
18. Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in restoring the Premises, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct.
19. Waiver of Statutory Rights. Mortgagee shall not apply for or avail itself of any appraisal, valuation, redemption, stay, extension, or exemption laws, or any so-called "Mortatorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of this Mortgage, and hereby waives the benefit of such laws.

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24. Remedies Cumulative and Concurrent. The rights and remedies of Mortgagee shall be cumulative and concurrent and may be pursued separately, successively or together against Mortgagee, any guarantor of the Note, or any one or more of them, at the sole discretion of Mortgagee, and may be

23. Rescission of Election. Acceleration of maturity, once made by Mortgagee, may at the option of Mortgagee be rescinded, and any proceedings brought to enforce any rights or remedies hereunder may, at Mortgagee's option, be discontinued or dismissed, whereupon, in either of such events, Mortgagee and Mortgagee shall be restored to their former position, and the rights, remedies and power of Mortgagee shall continue as if such acceleration had not been made or such proceedings had not been commenced, as the case may be.

22. Delays and Omissions. No delay in the exercise of or failure to exercise any remedy or right accruing or arising under this Mortgage shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or of a different nature.

21. Partial Payments. Acceptance by Mortgagee of any payment which is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of Mortgagee's right to exercise its option to declare the whole of the principal sum then remaining unpaid, together with all accrued interest thereon, immediately due and payable without notice, or any other rights of the Mortgagee at the time or any subsequent time, without its express written consent, except and to the extent otherwise provided by law.

20. Waiver of Defenses. No action for the enforcement of the lien 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 of law upon the Note.

Mortgagee, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety. The Mortgagee hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person having a beneficial interest in Mortgage, it being the intent hereof that any and all such rights of redemption of the Mortgagee and of all other persons are and shall be deemed to be hereby waived.

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- exercised as often as occasion therefor shall arise, all to the maximum extent permitted by the laws of the State of Illinois. If Mortgagee elects to proceed under one right or remedy under this Mortgage or the Note, Mortgagee may at any time cease proceeding under such right or remedy and proceed under any other right or remedy under this Mortgage or the Note.
25. Giving of Notice. All notices or other communications required or contemplated in connection with this Mortgage shall be in writing, and the mailing thereof by certified mail, return receipt requested with postage prepaid and addressed as follows:
- If to Mortgagee:
- City of Chicago  
Department of Housing  
318 South Michigan Avenue  
Chicago, Illinois 60604
- With Copies to:
- Corporation Counsel of  
the City of Chicago  
City Hall, Room 511  
121 LaSalle Street  
Chicago, Illinois 60602
- If to Mortgagee:
- Dr. Roger M. Berkley  
1335 East 87th Street  
Chicago, Illinois 60619
- with a copy to:
- Harry S. Wolin, Esq.  
111 West Washington  
Chicago, Illinois 60602
- The parties may designate by written notice any different addresses to which subsequent notices, certificates or other communications shall be sent. All notices by mail delivered pursuant to this paragraph shall be deemed delivered on the fifth (5th) business day after the date mailed.
- Any such notice may be served by personal delivery thereof to the other party, which delivery shall constitute service of notice hereunder on the date of such delivery.
26. Time of the Essence. Time is of the essence with respect to the Note and this Mortgage.
27. Modifications. This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of the Court

\_\_\_\_\_  
Judge of the Court

\_\_\_\_\_  
Attorney General

\_\_\_\_\_  
State's Attorney

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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35. Further Assurances. The Mortgagor will do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper, in the sole judgment of the Mortgagor, for the better assuring, conveying, mortgaging, assigning and confirming unto the Mortgagor, all property mortgaged hereby or properly intended so to be, whether now owned by Mortgagor or hereafter acquired. Upon, any failure by the Mortgagor so to do, the Mortgagor may make, execute and record any and

34. Successors and Assigns. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon the Mortgagor and its successors and assigns (including, without limitation, each and every record owner from time to time of the premises or any other person having an interest therein), and shall inure to the benefit of the Mortgagor and its successor and assigns. Wherever herein the Mortgagor is referred to, such reference shall be deemed to include the holder from time to time of the Note, whether so expressed or not.

33. Grammar. As used in this Mortgage, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

32. Severability. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Mortgage shall be construed as if such invalid part were never included herein and this Mortgage shall be and remain valid and enforceable to the fullest extent permitted by law.

31. Construction of Mortgage. The place of contract and payment being located in Illinois, this Mortgage shall be construed and enforced according to the laws of the State of Illinois.

30. Headings. The headings of articles, sections, paragraphs and subparagraphs in this Mortgage are for convenience or reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions hereof.

29. Mortgage Performance Reports. Upon occupancy of ninety-five percent (95%) of the premises, the Mortgagor shall from time to time, but not less than once a year, furnish Mortgagor with a performance report in the form of Exhibit "B" attached hereto, together with such other information as Mortgagor may reasonably request.

28. Covenants Running With The Land. All the covenants hereof shall run with the land.

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all such documents for and in the name of the Mortgagee, and the Mortgagee hereby irrevocably appoints the Mortgagee, its agents and attorney-in-fact for that purpose. The Mortgagee will reimburse the Mortgagee for any sums expended by the Mortgagee in making, executing and recording such documents.

36. Indemnification. In addition to all other indemnities in favor of the Mortgagee specifically provided in this Mortgage, the Mortgagee shall indemnify the Mortgagee and save the Mortgagee harmless from and against any and all losses, liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges, and expenses, including without limitation, reasonable architect's, engineer's and attorney's fees and all disbursements which may be imposed upon, incurred or asserted against the Mortgagee.

37. Prepayment Privilege. Mortgagee reserves the right to prepay at any time, all or any part of, the principal amount of the Note secured hereby without payment of penalties.

38. Release Upon Payment and Discharge of Mortgagee's Obligation. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby.

39. Subrogation. In the event the proceeds of the loan made by Mortgagee to Mortgagee, or any part thereof, or any amount paid out or advanced by Mortgagee, be use directly or indirectly to pay off, discharge or satisfy, in whole or in part, the first Mortgage or any other prior lien or encumbrance upon the Premises, then Mortgagee shall be subrogated to such other lien or encumbrance and shall have the benefit of the priority of same.

40. Inspection of Premises. Mortgagee shall permit Mortgagee or its agents to inspect the Premises at all reasonable times, and access thereto shall be permitted for such purpose.

41. Excursion. Notwithstanding any other provisions herein to its contrary, the Lender shall look solely and only to the property for the payment and performance and observance of any amount, obligation or provision to be paid, performed or observed under this instrument, and neither the Borrower nor any disclosed or undisclosed principal for whom the Borrower may be acting, nor any of the partners, respective heirs, administrators, executors, personal representatives, employees, officers, directors, shareholders, successors and assigns, shall have any personal liability or other personal obligation or any liability for a deficiency for or with respect to any payment, performance or observance of any amount, obligation, liability or provisions to be paid, performed or observed under this instrument and the Lender (and any other holder by its acceptance of the Note) agrees

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24V323168

Property of Cook County

Attest: \_\_\_\_\_  
 its \_\_\_\_\_  
 By: \_\_\_\_\_  
 its \_\_\_\_\_

American National Bank and Trust Company as trustee under a trust agreement dated March 22, 1977 and known as Trust # 40224.

written.  
 be signed and attested to on the day and year first above  
 IN WITNESS WHEREOF, Mortgagor has caused these presents to  
 real estate tax and special assessment refunds.  
 occupancy charges or fees, insurance proceeds and general  
 payments in lieu of condemnation, rents, security deposits,  
 without limitation, any and all condemnation awards or  
 property or the operations conducted thereon, including,  
 any and all sums received by Borrower in relation to the  
 to relieve or limit the obligation of Borrower to pay Lender  
 remedy under the Mortgage or other Loan Documents, or (ii)  
 possession of the property or to impair any other right or  
 in the Mortgage, or foreclose the Mortgage, to recover  
 remedy of the Lender to exercise any power of sale contained  
 the security offered by the Mortgage, or the right and  
 herein contained, however, shall be construed (i) to impair  
 directors, shareholders, successors or assigns. Nothing  
 executors, personal representatives, employees, officers,  
 against any of their respective heirs, administrators,  
 undisclosed principal for whom the Borrower may be acting or  
 judgment against the Borrower or against any disclosed or  
 not to seek or obtain a deficiency, money judgment or other

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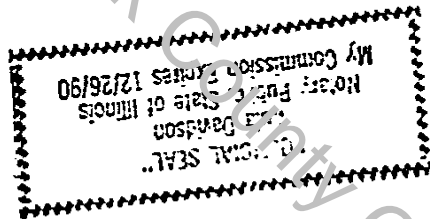
0073521A



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My commission expires:

NOTARY PUBLIC  
*[Signature]*

Seal this day of March, 1989.

Given under my hand and Notarial Seal this day of March, 1989. act, for the uses and purposes therein set forth.

and delivered the said instrument as their own free and voluntary this day in person and severally acknowledged that they signed are subscribed to the foregoing instrument, appeared before me who are personally known to me to be the same persons whose names

for said County, in the State aforesaid, do hereby certify that

KULA DAVIDSON

I,  
a Notary Public in and  
(SS.)  
STATE OF ILLINOIS  
COUNTY OF COOK

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11/15/2011

STATE OF ILLINOIS  
COUNTY OF COOK  
CLERK OF COURT

IN SENATE  
JANUARY 11, 2011

REPORT OF THE  
COMMISSIONERS OF THE  
STATE BOARD OF  
ELECTIONS

FOR THE YEAR  
ENDING DECEMBER 31,  
2010

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3 9 1 3 7 3 4 7

- 18 -

*pass*

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DEPT-01 RECORDING \$28.00  
142222 TRAN 9579 03/29/89 15:30:00  
49853 # B \*-89-137347  
COOK COUNTY RECORDER

PTN: 20-28-212-001  
20-28-212-002  
20-28-212-004  
20-28-212-005

Lots One (1) through Ten (10) in the Resubdivision of Block 15 in Eggleston's 2nd Subdivision being the North 1/2 of the North East 1/4 (except the North 1/2 of the North 1/2 of the North East 1/4 heretofore subdivided) of Section 28, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

149-51 and 157-59 W. 72nd Street, Chicago, Illinois

Legal Description

EXHIBIT "A"

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2011-01-11-11-11  
2011-01-11-11-11  
2011-01-11-11-11  
2011-01-11-11-11

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