

# UNOFFICIAL COPY

89163834

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 4 1989. The mortgagor is Edward M. Atkins and Cathy G. Atkins, his wife ("Borrower"). This Security Instrument is given to Affiliated Bank/North Shore National, which is organized and existing under the laws of the United States of America, and whose address is 1711 W. Howard Street, Chicago, Illinois 60626 ("Lender"). Borrower owes Lender the principal sum of Six hundred Twenty-five Thousand and no/100 Dollars (U.S. \$ 625,000.00). This debt is evidenced by ~~Recorded Note~~ Recorded Note, which provides for monthly payments, with the full debt, if not paid earlier, due and payable on Demand. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

Lot 4 in Balin's Resubdivision of Portions of Lots 17 and 18 in Westwood Acres, Being a Subdivision in the West 1/2 of the South East 1/4 of Section 1, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN 04-01-416-012

THIS LOAN IS FOR BUSINESS PURPOSES ONLY

\* Mortgagor is indebted to Mortgagee arising out of a Promissory Grid Note, two Promissory Notes Multi and a Secured Guaranty attached hereto as Exhibits 1, 2, 3, and 4 respectively and made a part hereof; that the full and prompt payment of the Notes when due have been unconditionally guaranteed whether by declaration or otherwise by Mortgagor under the terms, provisions, and conditions of the Secured Guaranty.

89163834

which has the address of 1279 Pine Court Glencoe  
(Street) (City)  
 Illinois 60022 ("Property Address");  
(Zip Code)

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

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

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

# UNOFFICIAL COPY

89163834  
Bankforms, Inc.

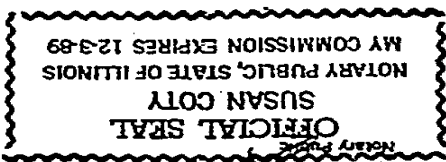
BOX 420

Affiliated Bank/North Shore National  
Denise Montgomery for  
1737 W. Howard Street  
Chicago, Illinois 60626

Attn: John J. McGuire  
Chicago, Illinois 60626  
1737 W. Howard Street

MAIL TO: Affiliated Bank/North Shore National

(Space Below This Line Reserved For Lender and Recorder)



*Susan Cotti*  
Notary Public

My Commission expires:

Given under my hand and official seal, this 4th day of April, 1989

set forth.

signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

are personally known to me to be the same person(s) whose name(s) are

do hereby certify that Edward M. Atkins and Cathy G. Atkins, his wife

I, a Notary Public in and for said county and state,

STATE OF ILLINOIS, Cook County ss:

Edward M. Atkins (Seal) Cathy G. Atkins, his wife (Seal)  
*Edward M. Atkins* *Cathy G. Atkins*

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security

Instrument and in any riders(s) executed by Borrower and recorded with it.

DEPT-01 RECORDING 13:26:00  
1370 04/13/89 13:26:00  
43291 \* 89-163834  
COOK COUNTY RECORDER

- Other(s) [specify]
- Graduated Payment Rider
- Adjustable Rate Rider
- Condominium Rider
- Planned Unit Development Rider
- 2-4 Family Rider

Instrument. [Check applicable box(es)]

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security

Instrument. Borrower waives all right of homestead exemption in the Property.

22. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time but not limited to, reasonable attorneys' fees and costs of title evidence.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time but not limited to, reasonable attorneys' fees and costs of title evidence.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the

default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;

and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further

inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-

existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or

before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by

this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,

receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

89163834

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the (a) yearly, (b) yearly, (c) yearly, (d) yearly, (e) yearly, (f) yearly, (g) yearly, (h) yearly, (i) yearly, (j) yearly, (k) yearly, (l) yearly, (m) yearly, (n) yearly, (o) yearly, (p) yearly, (q) yearly, (r) yearly, (s) yearly, (t) yearly, (u) yearly, (v) yearly, (w) yearly, (x) yearly, (y) yearly, (z) yearly, (aa) yearly, (ab) yearly, (ac) yearly, (ad) yearly, (ae) yearly, (af) yearly, (ag) yearly, (ah) yearly, (ai) yearly, (aj) yearly, (ak) yearly, (al) yearly, (am) yearly, (an) yearly, (ao) yearly, (ap) yearly, (aq) yearly, (ar) yearly, (as) yearly, (at) yearly, (au) yearly, (av) yearly, (aw) yearly, (ax) yearly, (ay) yearly, (az) yearly, (ba) yearly, (bb) yearly, (bc) yearly, (bd) yearly, (be) yearly, (bf) yearly, (bg) yearly, (bh) yearly, (bi) yearly, (bj) yearly, (bk) yearly, (bl) yearly, (bm) yearly, (bn) yearly, (bo) yearly, (bp) yearly, (bq) yearly, (br) yearly, (bs) yearly, (bt) yearly, (bu) yearly, (bv) yearly, (bw) yearly, (bx) yearly, (by) yearly, (bz) yearly, (ca) yearly, (cb) yearly, (cc) yearly, (cd) yearly, (ce) yearly, (cf) yearly, (cg) yearly, (ch) yearly, (ci) yearly, (cj) yearly, (ck) yearly, (cl) yearly, (cm) yearly, (cn) yearly, (co) yearly, (cp) yearly, (cq) yearly, (cr) yearly, (cs) yearly, (ct) yearly, (cu) yearly, (cv) yearly, (cw) yearly, (cx) yearly, (cy) yearly, (cz) yearly, (da) yearly, (db) yearly, (dc) yearly, (dd) yearly, (de) yearly, (df) yearly, (dg) yearly, (dh) yearly, (di) yearly, (dj) yearly, (dk) yearly, (dl) yearly, (dm) yearly, (dn) yearly, (do) yearly, (dp) yearly, (dq) yearly, (dr) yearly, (ds) yearly, (dt) yearly, (du) yearly, (dv) yearly, (dw) yearly, (dx) yearly, (dy) yearly, (dz) yearly, (ea) yearly, (eb) yearly, (ec) yearly, (ed) yearly, (ee) yearly, (ef) yearly, (eg) yearly, (eh) yearly, (ei) yearly, (ej) yearly, (ek) yearly, (el) yearly, (em) yearly, (en) yearly, (eo) yearly, (ep) yearly, (eq) yearly, (er) yearly, (es) yearly, (et) yearly, (eu) yearly, (ev) yearly, (ew) yearly, (ex) yearly, (ey) yearly, (ez) yearly, (fa) yearly, (fb) yearly, (fc) yearly, (fd) yearly, (fe) yearly, (ff) yearly, (fg) yearly, (fh) yearly, (fi) yearly, (fj) yearly, (fk) yearly, (fl) yearly, (fm) yearly, (fn) yearly, (fo) yearly, (fp) yearly, (fq) yearly, (fr) yearly, (fs) yearly, (ft) yearly, (fu) yearly, (fv) yearly, (fw) yearly, (fx) yearly, (fy) yearly, (fz) yearly, (ga) yearly, (gb) yearly, (gc) yearly, (gd) yearly, (ge) yearly, (gf) yearly, (gg) yearly, (gh) yearly, (gi) yearly, (gj) yearly, (gk) yearly, (gl) yearly, (gm) yearly, (gn) yearly, (go) yearly, (gp) yearly, (gq) yearly, (gr) yearly, (gs) yearly, (gt) yearly, (gu) yearly, (gv) yearly, (gw) yearly, (gx) yearly, (gy) yearly, (gz) yearly, (ha) yearly, (hb) yearly, (hc) yearly, (hd) yearly, (he) yearly, (hf) yearly, (hg) yearly, (hh) yearly, (hi) yearly, (hj) yearly, (hk) yearly, (hl) yearly, (hm) yearly, (hn) yearly, (ho) yearly, (hp) yearly, (hq) yearly, (hr) yearly, (hs) yearly, (ht) yearly, (hu) yearly, (hv) yearly, (hw) yearly, (hx) yearly, (hy) yearly, (hz) yearly, (ia) yearly, (ib) yearly, (ic) yearly, (id) yearly, (ie) yearly, (if) yearly, (ig) yearly, (ih) yearly, (ii) yearly, (ij) yearly, (ik) yearly, (il) yearly, (im) yearly, (in) yearly, (io) yearly, (ip) yearly, (iq) yearly, (ir) yearly, (is) yearly, (it) yearly, (iu) yearly, (iv) yearly, (iw) yearly, (ix) yearly, (iy) yearly, (iz) yearly, (ja) yearly, (jb) yearly, (jc) yearly, (jd) yearly, (je) yearly, (jf) yearly, (jg) yearly, (jh) yearly, (ji) yearly, (jj) yearly, (jk) yearly, (jl) yearly, (jm) yearly, (jn) yearly, (jo) yearly, (jp) yearly, (jq) yearly, (jr) yearly, (js) yearly, (jt) yearly, (ju) yearly, (jv) yearly, (jw) yearly, (jx) yearly, (jy) yearly, (jz) yearly, (ka) yearly, (kb) yearly, (kc) yearly, (kd) yearly, (ke) yearly, (kf) yearly, (kg) yearly, (kh) yearly, (ki) yearly, (kj) yearly, (kk) yearly, (kl) yearly, (km) yearly, (kn) yearly, (ko) yearly, (kp) yearly, (kq) yearly, (kr) yearly, (ks) yearly, (kt) yearly, (ku) yearly, (kv) yearly, (kw) yearly, (kx) yearly, (ky) yearly, (kz) yearly, (la) yearly, (lb) yearly, (lc) yearly, (ld) yearly, (le) yearly, (lf) yearly, (lg) yearly, (lh) yearly, (li) yearly, (lj) yearly, (lk) yearly, (ll) yearly, (lm) yearly, (ln) yearly, (lo) yearly, (lp) yearly, (lq) yearly, (lr) yearly, (ls) yearly, (lt) yearly, (lu) yearly, (lv) yearly, (lw) yearly, (lx) yearly, (ly) yearly, (lz) yearly, (ma) yearly, (mb) yearly, (mc) yearly, (md) yearly, (me) yearly, (mf) yearly, (mg) yearly, (mh) yearly, (mi) yearly, (mj) yearly, (mk) yearly, (ml) yearly, (mm) yearly, (mn) yearly, (mo) yearly, (mp) yearly, (mq) yearly, (mr) yearly, (ms) yearly, (mt) yearly, (mu) yearly, (mv) yearly, (mw) yearly, (mx) yearly, (my) yearly, (mz) yearly, (na) yearly, (nb) yearly, (nc) yearly, (nd) yearly, (ne) yearly, (nf) yearly, (ng) yearly, (nh) yearly, (ni) yearly, (nj) yearly, (nk) yearly, (nl) yearly, (nm) yearly, (nn) yearly, (no) yearly, (np) yearly, (nq) yearly, (nr) yearly, (ns) yearly, (nt) yearly, (nu) yearly, (nv) yearly, (nw) yearly, (nx) yearly, (ny) yearly, (nz) yearly, (oa) yearly, (ob) yearly, (oc) yearly, (od) yearly, (oe) yearly, (of) yearly, (og) yearly, (oh) yearly, (oi) yearly, (oj) yearly, (ok) yearly, (ol) yearly, (om) yearly, (on) yearly, (oo) yearly, (op) yearly, (oq) yearly, (or) yearly, (os) yearly, (ot) yearly, (ou) yearly, (ov) yearly, (ow) yearly, (ox) yearly, (oy) yearly, (oz) yearly, (pa) yearly, (pb) yearly, (pc) yearly, (pd) yearly, (pe) yearly, (pf) yearly, (pg) yearly, (ph) yearly, (pi) yearly, (pj) yearly, (pk) yearly, (pl) yearly, (pm) yearly, (pn) yearly, (po) yearly, (pp) yearly, (pq) yearly, (pr) yearly, (ps) yearly, (pt) yearly, (pu) yearly, (pv) yearly, (pw) yearly, (px) yearly, (py) yearly, (pz) yearly, (qa) yearly, (qb) yearly, (qc) yearly, (qd) yearly, (qe) yearly, (qf) yearly, (qg) yearly, (qh) yearly, (qi) yearly, (qj) yearly, (qk) yearly, (ql) yearly, (qm) yearly, (qn) yearly, (qo) yearly, (qp) yearly, (qq) yearly, (qr) yearly, (qs) yearly, (qt) yearly, (qu) yearly, (qv) yearly, (qw) yearly, (qx) yearly, (qy) yearly, (qz) yearly, (ra) yearly, (rb) yearly, (rc) yearly, (rd) yearly, (re) yearly, (rf) yearly, (rg) yearly, (rh) yearly, (ri) yearly, (rj) yearly, (rk) yearly, (rl) yearly, (rm) yearly, (rn) yearly, (ro) yearly, (rp) yearly, (rq) yearly, (rr) yearly, (rs) yearly, (rt) yearly, (ru) yearly, (rv) yearly, (rw) yearly, (rx) yearly, (ry) yearly, (rz) yearly, (sa) yearly, (sb) yearly, (sc) yearly, (sd) yearly, (se) yearly, (sf) yearly, (sg) yearly, (sh) yearly, (si) yearly, (sj) yearly, (sk) yearly, (sl) yearly, (sm) yearly, (sn) yearly, (so) yearly, (sp) yearly, (sq) yearly, (sr) yearly, (ss) yearly, (st) yearly, (su) yearly, (sv) yearly, (sw) yearly, (sx) yearly, (sy) yearly, (sz) yearly, (ta) yearly, (tb) yearly, (tc) yearly, (td) yearly, (te) yearly, (tf) yearly, (tg) yearly, (th) yearly, (ti) yearly, (tj) yearly, (tk) yearly, (tl) yearly, (tm) yearly, (tn) yearly, (to) yearly, (tp) yearly, (tq) yearly, (tr) yearly, (ts) yearly, (tt) yearly, (tu) yearly, (tv) yearly, (tw) yearly, (tx) yearly, (ty) yearly, (tz) yearly, (ua) yearly, (ub) yearly, (uc) yearly, (ud) yearly, (ue) yearly, (uf) yearly, (ug) yearly, (uh) yearly, (ui) yearly, (uj) yearly, (uk) yearly, (ul) yearly, (um) yearly, (un) yearly, (uo) yearly, (up) yearly, (uq) yearly, (ur) yearly, (us) yearly, (ut) yearly, (uu) yearly, (uv) yearly, (uw) yearly, (ux) yearly, (uy) yearly, (uz) yearly, (va) yearly, (vb) yearly, (vc) yearly, (vd) yearly, (ve) yearly, (vf) yearly, (vg) yearly, (vh) yearly, (vi) yearly, (vj) yearly, (vk) yearly, (vl) yearly, (vm) yearly, (vn) yearly, (vo) yearly, (vp) yearly, (vq) yearly, (vr) yearly, (vs) yearly, (vt) yearly, (vu) yearly, (vv) yearly, (vw) yearly, (vx) yearly, (vy) yearly, (vz) yearly, (wa) yearly, (wb) yearly, (wc) yearly, (wd) yearly, (we) yearly, (wf) yearly, (wg) yearly, (wh) yearly, (wi) yearly, (wj) yearly, (wk) yearly, (wl) yearly, (wm) yearly, (wn) yearly, (wo) yearly, (wp) yearly, (wq) yearly, (wr) yearly, (ws) yearly, (wt) yearly, (wu) yearly, (wv) yearly, (ww) yearly, (wx) yearly, (wy) yearly, (wz) yearly, (xa) yearly, (xb) yearly, (xc) yearly, (xd) yearly, (xe) yearly, (xf) yearly, (xg) yearly, (xh) yearly, (xi) yearly, (xj) yearly, (xk) yearly, (xl) yearly, (xm) yearly, (xn) yearly, (xo) yearly, (xp) yearly, (xq) yearly, (xr) yearly, (xs) yearly, (xt) yearly, (xu) yearly, (xv) yearly, (xw) yearly, (xx) yearly, (xy) yearly, (xz) yearly, (ya) yearly, (yb) yearly, (yc) yearly, (yd) yearly, (ye) yearly, (yf) yearly, (yg) yearly, (yh) yearly, (yi) yearly, (yj) yearly, (yk) yearly, (yl) yearly, (ym) yearly, (yn) yearly, (yo) yearly, (yp) yearly, (yq) yearly, (yr) yearly, (ys) yearly, (yt) yearly, (yu) yearly, (yv) yearly, (yw) yearly, (yx) yearly, (yz) yearly, (za) yearly, (zb) yearly, (zc) yearly, (zd) yearly, (ze) yearly, (zf) yearly, (zg) yearly, (zh) yearly, (zi) yearly, (zj) yearly, (zk) yearly, (zl) yearly, (zm) yearly, (zn) yearly, (zo) yearly, (zp) yearly, (zq) yearly, (zr) yearly, (zs) yearly, (zt) yearly, (zu) yearly, (zv) yearly, (zw) yearly, (zx) yearly, (zy) yearly, (zz) yearly.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges, Taxes, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach to the Property, including but not limited to property taxes, ground rent, and ground rent, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

10/25/2016

# UNOFFICIAL COPY

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

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

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

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

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

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

8916383A

3 9 1 6 3 1 4

Address: 815 Howard Street  
Evanston, Illinois 60202  
City & State: Evanston, Illinois 60202  
Telephone: 869-5500  
Some Security No. or Corp. ID No. [Blank]

SIGNATURES OF BORROWERS:  
 [Signature] Signature  
 [Signature] Signature

89163834

BUSINESS PURPOSE STATEMENT

(1) The loan is a business loan with the purpose of Paragraph 6404(c), Chapter 17, Ill. Rev. Stat. and is exempt from the disclosure requirements of the Federal Truth-in-Lending Act.

(2) The proceeds of the loan will be used solely for the following commercial, agricultural or industrial purpose:

(3) The Undersigned owns and operates a business enterprise under the name \_\_\_\_\_ To induce Lender to make the loan evidenced by this Note, the Undersigned represents to Lender as follows:

To further secure the payment of this Note the Undersigned hereby, jointly and severally, irrevocably authorizes any attorney of any court of record to appear for them, or any of them, in such court in term, time or vacation, at any time hereafter, and confess a judgment without process against them, or any one or more of them, in favor of the holder of this Note for such sum as may appear to be unpaid and owing thereon together with interest, costs and attorney's fees, and to waive and release all errors which may intervene in such proceeding and consent to entry of such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

This Note is secured by one or more security agreements, real estate mortgages, collateral assignments of beneficial interest and assignments of rents.

Advances under this Note may be made by the Bank up in the oral or written request of any person whose authority to so act by corporate resolutions or other instruments lodged with the Bank has not been reviewed by a writing therefore received by the Bank at its office. Any such advance shall be conclusively presumed to have been made by the Bank to or for the benefit of the Undersigned. The Undersigned does hereby irrevocably confirm, ratify and approve all such advances by the Bank, and all such advances, costs and expenses including attorneys' fees shall become additional indebtedness immediately payable hereunder.

Demand, notice of non-payment and default, and all other notices are hereby waived by all makers, endorsers and guarantors. The Bank may, at any time or times hereafter, without notice appropriate and without regard to the payment of this Note any moneys, credits or other property belonging to the Undersigned or to any endorser or guarantor.

All payments shall be first applied to accrued interest to the date of payment, and the balance, if any, applied to the unpaid balance of principal. Undersigned agrees to pay reasonable attorneys' fees, costs and expenses incurred by the Bank in the collection and enforcement of this Note.

rate of the Bank public. If it is announced from time to time, such rate to be changed on the day or days said prime rate is changed and with interest rate hereby at a variable rate of \_\_\_\_\_ % per annum above said prime rate. Interest shall be computed on the basis of a 360 day year and charged for the actual number of days elapsed. All interest shall be paid \_\_\_\_\_.

or it less, the agreed unpaid principal amount of all loans and advances made by the Bank to the Undersigned under this Note together with interest on the principal balance (to be time to time unpaid at the stated rate of \_\_\_\_\_ % per annum and the variable rate hereafter of \_\_\_\_\_ % per annum above the prime rate of the Bank public. If it is announced from time to time, such rate to be changed on the day or days said prime rate is changed and with interest rate hereby at a variable rate of \_\_\_\_\_ % per annum above said prime rate. Interest shall be computed on the basis of a 360 day year and charged for the actual number of days elapsed. All interest shall be paid \_\_\_\_\_.

(The Bank) at its office in Chicago  
 Fifteen thousand and no/100  
 Dollars.  
 Amount, the principal sum of

ON DEMAND, the undersigned promises to pay to the order of Affiliated Bank/North Shore National  
 Amount \$50,000.00  
 Date December 9, 1988  
 Due ON DEMAND

FOR BANK USE ONLY

Loan A/C # \_\_\_\_\_ Class Code \_\_\_\_\_  
 Debitment A/C # \_\_\_\_\_ Check # \_\_\_\_\_  
 Review Date \_\_\_\_\_ Other \_\_\_\_\_  
 Note Teller \_\_\_\_\_ Special Instructions \_\_\_\_\_  
 Approved \_\_\_\_\_  
 Part Sold \_\_\_\_\_  
 Line of Credit \_\_\_\_\_  
 Date of Direction \_\_\_\_\_  
 Date of Disbursement \_\_\_\_\_

PROMISSORY NOTE  
 EXHIBIT 1  
 (GRD)

EXHIBIT 2  
**UNOFFICIAL COPY**

PROMISSORY NOTE  
(Multi)

<b>FOR BANK USE ONLY</b>			
Loan A/C # _____	Class Code _____	Risk _____	Line of Credit _____
Disbursement A/C # _____	Check # _____	Letter of Direction _____	
Review Date _____	Officer _____	Disbursement Date _____	Part Sold _____
Note Teller _____	Special Instructions: _____		
Approved _____	NL/Renewal _____		

No. \_\_\_\_\_ Due \_\_\_\_\_ 19 \_\_\_\_\_ Date January 24 19 99 Amount \$ 500,000.00

FOR VALUE RECEIVED, the Undersigned, jointly and severally, promise to pay to the order of \_\_\_\_\_  
Wilmington Bank/Nation State National [Bank]

at its office in Chicago, Illinois, the principal sum of \_\_\_\_\_  
Five Hundred Thousand and 00/100 Dollars payable as follows:

- ON DEMAND
- In full on \_\_\_\_\_, 19 \_\_\_\_\_
- In \_\_\_\_\_ successive \_\_\_\_\_ installments of \$ \_\_\_\_\_ each beginning on \_\_\_\_\_, 19 \_\_\_\_\_ and continuing on the same day of each consecutive \_\_\_\_\_ thereafter until this Note is fully paid, except that the final installment in the amount of \$ \_\_\_\_\_ shall be due and payable on \_\_\_\_\_, 19 \_\_\_\_\_

TOGETHER WITH INTEREST FROM DATE on the principal amount from time to time unpaid at the following rate:

- \_\_\_\_\_ % per annum fixed rate
- At a variable rate of \_\_\_\_\_ % per annum above the prime rate of the Bank announced or published publicly from time to time, such rate to be changed on the day or days said prime rate is changed.

Interest shall be paid as follows:

- In successive monthly installments concurrently with the principal payments.
- In successive quarterly installments concurrently with the principal payments.
- In full at maturity.  Monthly  Quarterly  Semiannually

Interest shall be computed on the basis of a 360 day year and on any day for the actual number of days elapsed. All payments shall be first applied to accrued interest to the date of payment with the remainder, if any, applied to the balance of principal. After maturity, interest shall accrue on any balance remaining due and owing at the rate of \_\_\_\_\_ % per annum above the prime rate of the Bank.

In the event of non-payment when due of any amount payable on this Note or default in the payment or performance of any other obligation or indebtedness of the Undersigned to the Bank, or if the Bank for reasonable cause shall deem itself insecure, then this Note and all other indebtedness of the Undersigned to the Bank, at the option of the Bank, shall immediately become due and payable, without notice or demand on the Undersigned, together with all expenses, costs and attorneys' fees incurred or expended by the Bank in enforcing its rights hereunder which shall become additional indebtedness immediately due and payable hereon.

To further secure the payment of this Note the Undersigned, jointly and severally, hereby irrevocably authorize any attorney of any court of record to appear for them, or any of them, in such court in term, time or vacation, at any time after default hereon and confess a judgment without process against them, or any one of them, in favor of the holder of this Note for such sums as may appear to be unpaid and owing thereon together with interest, costs and attorneys' fees, and to waive and release all errors which may intervene in such proceeding and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

The Bank may, at any time or times hereafter, without notice, appropriate and apply toward the payment of this Note any moneys, credits, deposits, checks, accounts, drafts, securities, certificates of deposit or other property belonging to the Undersigned, or any one or more of them, in the possession of or under the control of the Bank, as well as any indebtedness of the Bank to the Undersigned, then due or to become due, including without limitation, any and all balances, credits, deposits, accounts, certificates of deposit or moneys of any one or more of the Undersigned, and Bank is hereby given a first and prior lien upon such moneys, credits, indebtedness and other property of the Undersigned.

The Undersigned and all endorsers and guarantors severally waive presentment, demand, notice of dishonor, and all other notices and demand in connection with the enforcement of the Bank's rights hereunder, and hereby consent to and waive notice of (a) any renewals, extensions or modifications hereof, and (b) the release with or without consideration of any of the Undersigned. Any failure of the Bank to exercise any right hereunder shall not be construed 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.

This Note is secured by one or more security agreements, real estate trust deeds or mortgages, collateral assignments of bank, financial interest and assignment of rents.

**BUSINESS PURPOSE STATEMENT**  
(to be executed by non-corporate borrower):

To induce Lender to make the loan evidenced by this Note, the Undersigned represents to Lender as follows:

- (1) The Undersigned owns and operates a business enterprise under the name \_\_\_\_\_
- (2) The proceeds of the loan will be used solely for the following commercial, agricultural or industrial purpose \_\_\_\_\_

(3) The loan is a business loan within the purview of Paragraph 640(c), Chapter 17, Ill. Rev. Stat. and is exempt from the disclosure requirements of the Federal Truth-in-Lending Act.

Dated \_\_\_\_\_ Signature \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_ Number & Street  
\_\_\_\_\_ City & State \_\_\_\_\_ Zip Code  
\_\_\_\_\_ Telephone \_\_\_\_\_  
\_\_\_\_\_ Social Security No. or Corp. I.D. No.

**SIGNATURE(S) OF BORROWER(S)**  
X \_\_\_\_\_  
X \_\_\_\_\_  
X \_\_\_\_\_  
X \_\_\_\_\_

69163834

# UNOFFICIAL COPY

EXHIBIT 3  
PROMISSORY NOTE  
(Multi)

<b>FOR BANK USE ONLY</b>			
Loan A/C # _____	Class Code <u>54</u>	Risk <u>70</u>	Line of Credit _____
Disbursement A/C # <u>112-342-4-01</u>	Check # _____	Letter of Direction _____	
Review Date <u>3-31-89</u>	Officer _____	Disbursement Date _____	Part Sold _____
Note Teller <u>Jh</u>	Special Instructions <u>Disbursement full amt to 112-342-4-01</u>		
Approved _____	NL/Renewal _____		

No. \_\_\_\_\_ Due May 24 19 89 Date April 4 19 89 Amount \$ 75,000.00

FOR VALUE RECEIVED, the Undersigned, jointly and severally, promise to pay to the order of \_\_\_\_\_  
Affiliated Bank/North Shore National (Bank)

at its office in Chicago, Illinois, the principal sum of \_\_\_\_\_  
Seventy-five Thousand and no/100 Dollars payable as follows:

- ON DEMAND
- In full on May 24, 19 89
- In \_\_\_\_\_ successive installments of \$ \_\_\_\_\_ each beginning on \_\_\_\_\_, 19 \_\_\_\_\_ and continuing on the same day of each consecutive \_\_\_\_\_ thereafter until this Note is fully paid, except that the final installment in the amount of \$ \_\_\_\_\_ shall be due and payable on \_\_\_\_\_, 19 \_\_\_\_\_

TOGETHER WITH INTEREST FROM DATE on the principal amount from time to time unpaid at the following rate:

- \_\_\_\_\_ % per annum fixed rate
- At a variable rate of 1 % per annum above the prime rate of the Bank announced or published publicly from time to time, such rate to be changed on the day or days said prime rate is changed.

Interest shall be paid as follows:

- In successive monthly installments concurrently with the principal payments
- In successive quarterly installments concurrently with the principal payments
- In full at maturity  Monthly  Quarterly  Semiannually

Interest shall be computed on the basis of a 360 day year and charged for the actual number of days elapsed. All payments shall be first applied to accrued interest to the date of payment with the remainder, if any, applied to the balance of principal. After maturity, interest shall accrue on any balance remaining due and owing at the rate of 6 % per annum above the prime rate of the Bank.

In the event of non-payment when due of any amount payable on this Note or default in the payment or performance of any other obligation or indebtedness of the Undersigned to the Bank, or if the Bank for reasonable cause shall deem (a) insecure, then this Note and all other indebtedness of the Undersigned to the Bank, at the option of the Bank, shall immediately become due and payable, without notice or demand on the Undersigned, together with all expenses, costs and attorneys' fees incurred or expended by the Bank in enforcing its rights hereunder which shall become additional indebtedness immediately due and payable hereon.

To further secure the payment of this Note the Undersigned, jointly and severally, hereby irrevocably authorize any attorney of any court of record to appear for them, or any of them, in such court in term, time or vacation, at any time after default hereon and confess a judgment without process against them, or any one of them, in favor of the holder of this Note for such sums as may appear to be unpaid and owing thereon together with interest, costs and attorneys' fees, and to waive and release all errors which may intervene in such proceeding and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

The Bank may, at any time or times hereafter, without notice, appropriate and apply toward the payment of this Note any moneys, credits, deposits, checks, accounts, drafts, securities, certificates of deposit or other property belonging to the Undersigned, or any one or more of them, in the possession of or under the control of the Bank, as well as any indebtedness of the Bank to the Undersigned, then due or to become due, including without limitation, any and all balances, credits, deposits, accounts, certificates of deposit or moneys of any one or more of the Undersigned, and Bank is hereby given a first and prior lien upon such moneys, credits, indebtedness and other property of the Undersigned.

The Undersigned and all endorsers and guarantors severally waive presentment, demand, notice of dishonor and all other notices and demand in connection with the enforcement of the Bank's rights hereunder, and hereby consent in and waive notice of (a) any renewal, extensions or modifications hereof, and (b) the release with or without consideration of any of the Undersigned. Any failure of the Bank to exercise any right hereunder shall not be construed 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.

This Note is secured by one or more security agreements, real estate trust deeds or mortgages, collateral assignments, beneficial interest and assignment of rents.

### BUSINESS PURPOSE STATEMENT (to be executed by non-corporate borrower)

To induce Lender to make the loan evidenced by this Note, the Undersigned represents to Lender as follows:

- (1) The Undersigned owns and operates a business enterprise under the name \_\_\_\_\_
- (2) The proceeds of the loan will be used solely for the following commercial, agricultural or industrial purpose \_\_\_\_\_

(3) The loan is a business loan within the purview of Paragraph 640(c), Chapter 17, III Rev. Stat. and is exempt from the disclosure requirements of the Federal Truth-in-Lending Act.

Dated \_\_\_\_\_ Signature \_\_\_\_\_ Signature \_\_\_\_\_

SIGNATURE(S) OF BORROWER(S)  
Surgical Partners, d/b/a

Address 1029 Howard Street, Suite 301 x North Shore Out Patient Treatment Center, Ltd.  
Number & Street

Evanston, Illinois 60201 By Edward Atkins M.D.  
City & State Zip Code Edward Atkins, M.D.

Telephone 869-8500 x \_\_\_\_\_  
Social Security No or Corp ID No

x \_\_\_\_\_



59163834

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2011 10:11:11 AM



EXHIBIT 4  
SECURED GUARANTY  
**UNOFFICIAL COPY**

FOR VALUE RECEIVED and in consideration of the loan or other financial accommodations hereinafter or hereinafter at any time made or granted to Surgical Partners d/b/a North Shore Out Patients Center, Ltd.

(hereinafter called the "Debtor") by AFFILIATED BANK North Shore National

hereinafter, together with its successors and assigns, called the "Bank", the undersigned hereby unconditionally guarantee(s) the full and prompt payment when due, whether by declaration or otherwise, and at all times thereafter, of all obligations of the Debtor to the Bank, however created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due or to become due (all such obligations being hereinafter collectively called the "Liabilities"), and the undersigned further agrees(s) to pay all expenses (including attorneys' fees and legal expenses) paid or incurred by the Bank in endeavoring to collect the Liabilities, or any part thereof, and in enforcing this guaranty.

The right of recovery against the undersigned is, however, limited to the amount of Six Hundred Twenty-five Thousand and no/100 Dollars

( \$ 625,000.00 ) plus interest on such amount and plus all expenses of enforcing this guaranty.

In the event of the death, incompetency, dissolution or insolvency of the Debtor, or the inability of the Debtor to pay debts as they mature, or an assignment by the Debtor for the benefit of creditors, or the institution of any proceeding by or against the Debtor alleging that the Debtor is insolvent or unable to pay debts as they mature, and if such event shall occur at a time when any of the Liabilities may not then be due and payable, the undersigned agrees(s) to pay to the Bank, upon demand, the full amount which would be payable hereunder by the undersigned if all Liabilities were then due and payable.

The Bank may, without demand or notice of any kind, at any time when any amount shall be due and payable hereunder by any of the undersigned, appropriate and apply toward the payment of such amount, and in such order of application as the Bank may from time to time elect, any property, balances, credits, deposits, accounts or moneys of such undersigned in the possession or control of the Bank for any purpose.

This guaranty shall be a continuing, absolute and unconditional guaranty and shall remain in full force and effect as to the undersigned, subject to discontinuance of this guaranty as to any of the undersigned (including, without limitation, any undersigned who shall become deceased, incompetent or dissolved) only as follows: any of the undersigned, and any person duly authorized and acting on behalf of any of the undersigned, may give written notice to the Bank of discontinuance of this guaranty as to the undersigned by whom or on whose behalf such notice is given, but no such notice shall be effective in any respect until it is actually received by the Bank and no such notice shall affect or impair the obligations hereunder of the undersigned by whom or on whose behalf such notice is given with respect to any Liabilities existing at the date of receipt of such notice by the Bank, any interest thereon or any expenses paid or incurred by the Bank in endeavoring to collect such Liabilities, or any part thereof, and in enforcing this guaranty against such undersigned. Any such notice of discontinuance by or on behalf of any of the undersigned shall not affect or impair the obligations hereunder of any other of the undersigned.

The Bank may, from time to time, without notice to the undersigned (or any of them), (a) retain or obtain a security interest in any property to secure any of the Liabilities or any obligation hereunder, (b) retain or obtain the primary or secondary liability of any party or parties, in addition to the undersigned, with respect to any of the Liabilities, (c) extend or renew for any period (whether or not longer than the original period), alter or exchange any of the Liabilities, (d) release or compromise any liability of any of the undersigned hereunder or any liability of any other party or parties primarily or secondarily liable on any of the Liabilities, (e) release its security interest, if any, in all or any property securing any of the Liabilities or any obligation hereunder and permit any substitution or exchange for any such property, and (f) resort to the undersigned (or any of them) for payment of any of the Liabilities, whether or not the Bank shall have resorted to any property securing any of the Liabilities or any obligation hereunder or shall have proceeded against any other of the undersigned or any other party primarily or secondarily liable on any of the Liabilities.

This guaranty is secured by a Mortgage (mortgage, pledge, etc.)

of 1279 Pipe Court, Glencoe, Illinois 60022 (describe real estate, securities, etc.)

dated April 4, 1989

Any amount received by the Bank from whatever source and applied by it toward the payment of the Liabilities shall be applied in such order of application as the Bank may from time to time elect.

The undersigned hereby expressly waive(s): (a) notice of the acceptance of this guaranty, (b) notice of the existence or creation of all or any of the Liabilities, (c) presentment, demand, notice of dishonor, protest, and all other notices whatsoever, and (d) all diligence in collection or protection of or realization upon the Liabilities or any thereof, any obligation hereunder, or any security for any of the foregoing.

The creation or existence from time to time of liabilities in excess of the amount to which the right of recovery under this guaranty is limited is hereby authorized, without notice to the undersigned (or any of them), and shall in no way affect or impair this guaranty.

The Bank may, without notice of any kind, sell, assign or transfer all or any of the Liabilities, and in such event each and every immediate and successive assignee, transferee, or holder of all or any of the Liabilities, shall have the right to enforce this guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as if such assignee, transferee or holder were herein by name specifically named, such rights, powers and benefits, but the Bank shall have an unimpaired right, power and superior to that of any such assignee, transferee or holder, to enforce this guaranty for the benefit of the Bank, as to so much of the Liabilities as it has not sold, assigned or transferred.

No delay on the part of the Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No action of the Bank permitted hereunder shall in any way impair or affect this guaranty, for the purposes of this guaranty, Liabilities shall include all obligations of the Debtor to the Bank, notwithstanding any right or power of the Debtor or anyone else to assert any claim or defense as to the invalidity or unenforceability of any such obligation, and no such claim or defense shall impair or affect the obligations of the undersigned hereunder.

This guaranty shall be binding upon the undersigned, and upon the heirs, legal representatives, successors and assigns of the undersigned. If more than one party shall execute this guaranty, the term "undersigned" shall mean all parties executing this guaranty, and all such parties shall be jointly and severally obligated hereunder.

This guaranty has been made and delivered at Chicago Illinois, and shall be governed by the laws of the State of Illinois. Wherever possible each provision of this guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this guaranty.

Guarantors assume all responsibility for being and keeping themselves informed of borrower's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the indebtedness and the nature, scope, and extent of the risks which Guarantors assume and incur hereunder, and agree that Bank shall have no duty to advise Guarantors of information known to it regarding such circumstances or risks.

SIGNED AND DELIVERED by the undersigned, at Chicago Illinois this 4th day  
of April, 19 89  
Edward M. Atkins  
Edward M. Atkins  
Cathy G. Atkins, his wife

291633337