

BOX 334

River Forest, IL 60305

7727 West Lake Street

River Forest State Bank and Trust Company

D. Napoli

This Instrument Prepared By:

TOGETHER with all improvements, tenements, covenants, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagee may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection,

Which real estate has the address of 2900 North Central Park, Chicago, Illinois 60618, and which, together with the property herein after described, is referred to as the "Premises."

Permanent Tax Index No. 13-26-122-062

LOT 9 IN THE SUBDIVISION OF PART OF LOTS 1 AND 2 IN J.B. DAWSON'S SUBDIVISION OF LOT 9 IN DAVLIN, KELLY AND CARROLL'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

County of Cook, State of Illinois:

NOW, THEREFORE, the Mortgagee, to secure the payment of the Note with interest thereon and any renewals or extensions thereof, the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Mortgagee herein contained, does hereby mortgage, grant and convey to Mortgagee the following described real estate located in the City of Chicago,

WHEREAS, Mortgagee is indebted to Mortgagee in the principal sum of ONE HUNDRED SIXTY THOUSAND and NO/100'S DOLLARS (\$160,000.00), which indebtedness is evidenced by Mortgagee's Note of even date herewith (hereinafter referred to as the "Note"), which Note provided for payments of the indebtedness as set forth therein.

THIS MORTGAGE made this 19th day of July, 1989, between Stanislaw Konsur and Anna Konsur, his wife (hereinafter referred to as "Mortgagee") and RIVER FOREST STATE BANK AND TRUST COMPANY, an Illinois banking corporation (hereinafter referred to as "Mortgagee");

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

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LTC 5-59-00741

(b) Pay immediately when due and payable and before any penalty attaches all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the Premises, including those heretofore due, and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest. Pursuant to the terms of the Note, the Mortgagee shall deposit monthly an amount sufficient to pay when due and payable all general taxes and said deposits may be held without any allowance of interest and need not be kept separate and apart.

(a) Promptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.

2. In addition, the Mortgagee shall:

1. Mortgagee shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and the principal of and interest on any future advances allowed under and secured by this Mortgage.

IT IS FURTHER UNDERSTOOD THAT:

Mortgagee covenants that Mortgagee is lawfully seized of the real estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises is unencumbered and that Mortgagee will warrant and defend generally the title to the Premises against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest in the Premises.

Mortgagee shall be deemed to be lawfully seized of the real estate hereby conveyed and mortgaged hereby. and shall be for the purposes of this Mortgage to be deemed to be real estate and parcel of the real estate and to be appropriated to the use of the real estate, so to be as a unit and are hereby understood, agreed and declared to form a part hereinafter specified) and all rights, hereby conveyed and mortgaged are intended personal and mixed, whether affixed or annexed or not (except where otherwise mentioned. All of the land, estate and property hereby described, real, fixtures which relate to the use, occupancy and enjoyment of the Premises, it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereby described, real, fixtures which relate to the use, occupancy and enjoyment of the Premises, it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereby described, real, fixtures which relate to the use, occupancy and enjoyment of the Premises, it being understood that the enumeration of any specific articles of property shall in no waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing): all fixtures, apparatus, equipment and articles, other than such as constitute trade fixtures used in the operation of any business conducted upon the Premises and distinguished from fixtures which relate to the use, occupancy and enjoyment of the Premises, it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereby described, real, fixtures which relate to the use, occupancy and enjoyment of the Premises, it being understood that the enumeration of any specific articles of property shall in no

(d) Complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said property.

(c) Keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire and extended coverage, malicious mischief and vandalism and such other hazards in such amounts as may reasonably be required by mortgagee for the full insurable value thereof, but in any case in such amounts as to negate the Mortgageor being a co-insurer in the event of the occurrence of a fire or other insurance casualty. Mortgageor shall also provide and keep in effect comprehensive public liability insurance with such limits for personal injury and death and property damage as Mortgagee may reasonably require, and will also keep in effect upon the request of Mortgagee rent loss insurance in such amounts as Mortgagee may reasonably require. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts reasonably satisfactory to Mortgagee, with standard mortgagee loss payable clause attached to all policies in favor of and in form satisfactory to Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagee. Mortgageor shall deliver the original of all policies, including additional and renewal policies, to Mortgagee, and, in the case of insurance about to expire, shall deliver renewal policies not less than thirty (30) days prior to their respective dates of expiration. If any renewal policy is not delivered to Mortgagee thirty (30) days before the expiration of any existing policy or policy, with evidence of premium paid, Mortgagee may, but is not obligated to, obtain the required insurance on behalf of Mortgageor (or insurance in favor of Mortgagee alone) and pay the premiums thereon. Any monies so advanced shall be so much additional indebtedness secured hereby and shall become immediately due and payable with interest thereon at an interest rate which is two percent (2%) in excess of the rate set forth in the Note. So long as any sum remains due hereunder or under the Note, Mortgageor covenants and agrees that it shall not place, or cause to be placed or issued, any separate casualty, fire, rent loss, or liability insurance from the insurance required to be maintained under the terms hereof, unless in such instance the Mortgagee herein is included therein as the payee under a standard mortgagee's loss payable clause. Mortgageor covenants to advise Mortgagee whenever any such separate coverage is placed, issued or renewed, and agrees to deposit the original of all such other policies with Mortgagee. Application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgageor from making all monthly payments due under the Note.

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3. (a) In case of loss, the Mortgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized to either (i) settle and adjust any claim under any insurance policies without the consent of Mortgagee, or (ii) allow Mortgagee to agree with the insurance company or companies on the amount to be paid upon the loss, provided, however, that the Mortgagee shall not have the right to exercise the powers granted in Paragraph 3(a) (i) hereof unless there is then existing an event of default hereunder or there has been entered a decree of foreclosure. In either case Mortgagee is authorized to collect and receipt for any such insurance money. In case of any such loss or damage, if, in Mortgagee's sole judgment and determination, the improvements to the Premises cannot be restored and completed, or in the event in Mortgagee's sole judgment and determination the funds collected from any such insurance settlements are deemed insufficient to pay for the full and complete restoration and repair of such damage, Mortgagee shall have the right to collect any insurance proceeds and apply the same toward payment of the indebtedness secured hereby, after deducting therefrom all expenses and fees of collection, with the further proviso that should

(b) Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.

(g) Not suffer or permit any unlawful use of or any nuisance to exist on said Premises nor to diminish or impair its value by any act or omission to act.

(f) Keep said Premises in good condition and repair without waste and free from any mechanics or other lien or claims of lien not expressly subordinated to the lien hereof.

disbursed only upon the disbursing party being furnished with satisfactory evidence of the estimated cost of completion thereof and with architects' certificates, waivers of lien, contractors and subcontractors sworn statements and other evidence of cost and payment so that the disbursing party can verify that the amounts disbursed from time to time are represented by completed and in place work and that said work is free and clear of mechanics lien claims. No payment prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed from time to time and at all times the undisbursed balance of such proceeds remaining in the hands of the disbursing party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. If the Mortgagee reasonably determines that the cost of rebuilding, repairing or restoring the buildings and improvements shall exceed the sum of \$50,000, then the Mortgagee shall approve plans and specifications of such work before such work shall be commenced. Any surplus which remains from said insurance proceeds after payment of such costs of building or restoring shall, at the option of the Mortgagee, be applied toward the indebtedness secured hereby or be paid to any party entitled thereto without interest.

(b) In case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policy or policy, if not applied as aforesaid in rebuilding or restoring the building or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceeding, and the balance, if any, shall be paid to the owner of the equity of redemption if he shall then be entitled to the same, or as the court may direct. In case of foreclosure of this Mortgage, the court in its decree may provide that the Mortgagee's clause attached to each said insurance policy may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said policies, making the loss thereunder payable to said decree creditor, and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statute in such case made and provided, then and in every such case, each successive redeemer may cause the preceding loss clause attached to each insurance policy to be cancelled and a new loss clause to be attached thereto, making the loss thereunder payable to such redeemer. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

the net insurance proceeds be insufficient to pay then existing indebtedness secured hereby together with all accrued interest, fees and charges, Mortgagee may, at its sole election, declare the entire unpaid balance to be immediately due and payable, and Mortgagee may then treat the same as in the case of any other default hereunder. If, however, there is not an event of default hereunder and in Mortgagee's sole judgment and determination, the damage sustained to the Premises can be restored in satisfactory time, and, further, in Mortgagee's sole discretion and determination, the funds recovered from such loss (either alone or with additional funds deposited by Mortgagor) are, in Mortgagee's judgment sufficient to pay the full and complete cost of such restoration, such funds will be made available for disbursement by Mortgagee on presentation of good and sufficient architect's certificates and waivers of lien; provided, however, that should any insurance company raise a defense against Mortgagor (but not against Mortgagee) to any claim for payment due to damage or destruction of the Premises or any part thereof by reason of fire or other casualty submitted to Mortgagee or any party on behalf of Mortgagee, or should such company raise any defense against Mortgagee (but not against Mortgagor) to such payment, then Mortgagee may, at its option, whether or not Mortgagee has received funds from any insurance settlements, declare the unpaid balance to be immediately due and payable, and Mortgagee may then treat the same as in the case of any other default hereunder provided, however, that the Mortgagor shall not have the foregoing right so long as all payments due under the Note are being made and there is no other event of default hereunder.

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(d) All other information, reports, papers, balance sheets, statements of profit and loss, and data given to Mortgagee, its agents, employees, representatives or counsel in respect of Mortgagee or other obligated under the terms of this Mortgage and all other documents securing the payment of the Note are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Mortgagee a true and accurate knowledge of the subject matter.

(c) The Note, this Mortgage, and all additional documents securing the Note, when executed and delivered by Mortgage, will constitute the legal, valid and binding obligations of Mortgage, and other obligors named therein, if any, in accordance with their respective terms; subject, however, to such exculpation provisions as may be hereinafter specifically set forth.

(a) Mortgagor (i) has the power and authority to own its properties and to carry on its business as now being conducted; (ii) is qualified to do business in every jurisdiction in which the nature of its business or its properties makes such qualifications necessary; and (iii) is in compliance with all laws, regulations, ordinances and order of public authorities applicable to it.

4. Mortgagee hereby represents and covenants to Mortgagee that:

(c) Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amount owing on any insurance policy to rebuild, repair or replace any damaged or destroyed portion of the Premises or any improvements thereon or to perform any act hereunder.

7. It is the intent hereof to secure payment of the Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event cause the principal sum of the indebtedness, plus any interest due thereon, plus any amount or amounts that may be added to the indebtedness under the terms of this Mortgage or any other document evidencing or securing the indebtedness evidenced by the Note, to exceed the sum of Three Hundred Thousand and no/100 Dollars (\$300,000.00).

6. In the case of a failure to perform any of the covenants herein, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Premises, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Mortgagee may do as the Mortgagee's behalf everything so covenanted; the Mortgagee may also do any act it may deem necessary to protect the lien hereof; and the Mortgagor will pay upon demand any monies paid or disbursed by the Mortgagee, including reasonable attorney's fees and expenses, for any of the above purposes and such monies together with interest thereon at the rate set forth in the Note secured hereby shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said Premises if not otherwise paid. It shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose not to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder nor shall any acts of Mortgagee act as a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to foreclose this Mortgage.

5. Any sale, conveyance, transfer, pledge, mortgage or other encumbrance of any right, title or interest in the Premises or any portion thereof, or any sale, transfer or assignment (either outright or collateral) of all or any part of the beneficial interest in any trust holding title to the Premises, without the prior written approval of the Mortgagee shall, at the option of the Mortgagee, constitute a default hereunder, in which event the holder of the Note may declare the entire indebtedness evidenced by said Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs; PROVIDED, HOWEVER, that sales, conveyances or transfers are permissible when and if the transferee's creditworthiness and management ability are satisfactory to the Mortgagee, and the transferee has executed any and all assumption documents and satisfied any and all other requirements of the Mortgagee prior to such sale, conveyance or transfer.

documents securing the payment of the Note, nor, to the knowledge of Mortgagor or others obligated under the terms of this Mortgage and all other documents securing the payment of the Note, is there threatened, any action, suit or proceeding at law or in equity or by or before any administrative agency which if adversely determined would materially impair or affect the financial condition or operation of Mortgagor or the Premises.

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8. Time is of the essence hereof, and if default be made in performance of any covenant herein contained or contained in the Note or any other document evidencing and/or securing the indebtedness evidenced by the Note, or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Premises, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of its creditors or if its property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandons the Premises, or fails to pay when due any charge or assessment (whether for insurance premium, maintenance, taxes, capital improvement), then and in any of said events, the Mortgagor is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the Premises en masse without the offering of the several parts separately.

9. Upon the commencement of any foreclosure proceeding hereunder, the court in which such bill may at any time, either before or after sale, and without regard to the solvency of the Mortgagor or the then value of said Premises, of whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint either the Mortgagee as "Mortgagee in Possession" or a receiver, with power to manage and rent and to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other items including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of a deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued, and no lease of said Premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof. Upon foreclosure of said Premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of four percent (4%) above the interest rate as defined in the Note, which may be paid or incurred by or in behalf of the Mortgagee for attorneys' fees, Mortgagee's fees, appraisers' fees, court costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) and of procuring all such data with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said Premises; all of which aforesaid amounts, together with interest as herein provided, shall be immediately due and payable by the Mortgagor in connection with: (a) any proceeding, including probate or bankruptcy proceedings

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15. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordings of any documentation necessary to release this Mortgage.

14. Except to the extent any notice shall be required under applicable law to be given in another manner, any notice to Mortgagor shall be given by mailing such notice by certified mail addressed to Mortgagor at 2436 North Lott, Chicago, Illinois 60639 or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein and any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein, or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

13. The covenants contained herein shall bind and the rights hereunder shall inure to the respective successors and assigns of Mortgagee and Mortgagor, subject to the provisions of Paragraph 5 hereof. All covenants and agreements of Mortgagor shall be binding upon any other party claiming any interest in the Premises under Mortgage.

12. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or any other document, or afforded to Mortgagee by law or equity and may be exercised concurrently, independently or successively, at Mortgagee's sole discretion.

11. Any foreclosure by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the indebtedness secured by this Mortgage.

10. Extension of the time for payment or modification of amortization of the sum secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and/or Mortgagee's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagee's successors in interest.

to which either party hereto shall be a party by reason of this Mortgage or the Note hereby secured; (b) preparations for the accrual of the right to foreclosure, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the Premises or the security hereof. In the event of a foreclosure sale of said Premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

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16. Mortgagor assigns to Mortgagee and authorizes the Mortgagee to negotiate for and collect any award for condemnation of all or any part of the Premises. The Mortgagee may, in its discretion, apply any such award to amounts due hereunder, or for restoration of the Premises.
17. Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. MORTGAGOR DOES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OF DECREE OF FORECLOSURE OF THIS MORTGAGE ON BEHALF OF MORTGAGOR AND EACH AND EVERY PERSON EXCEPT DECREE OF JUDGMENT CREDITORS OF THE MORTGAGOR IN THEIR REPRESENTATIVE CAPACITY AND OF THE TRUST ESTATE, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE.
18. Mortgagee shall upon reasonable notice have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
19. Mortgagor will at all times deliver to the Mortgagee, upon its request, duplicate originals or certified copies of all leases, agreements and documents relating to the Premises and shall permit access by the Mortgagee to its books and records, insurance policies and other papers for examination and making copies and extracts thereof. The Mortgagee, its agents and designees shall have the right upon reasonable notice to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
20. Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claims thereof; or (b) for the purchase, discharge, compromise, or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.
21. Mortgagor shall maintain with the Mortgagee for so long as this Mortgage is in effect a demand deposit non-interest bearing operating account for the Premises.
22. The Mortgagee will (except to the extent paid by lessees) pay all utility charges incurred in connection with the Premises and all improvements thereon and maintain all utility services now or hereafter available for use at the Premises.
23. If the Premises are now or hereafter located in an area which has been identified by the Secretary of Housing and Urban Development as a flood hazard area and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (the Act), the Mortgagee will keep the Premises covered for the term of the Note by flood insurance up to the maximum limit of coverage available under the Act.

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(b) The Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Premises for more than two installments in advance, and that the payment of none of the rents to accrue for any portion of the Premises has been or will be waived, released, reduced, discounted, or otherwise

Mortgagee would have upon taking possession of the Premises. exonerated of liability and rights of recourse and indemnity as the with the same rights and powers and subject to the same immunities, hereafter, and all now due or that may hereafter exist on the Premises, Mortgagee shall, in its discretion, determine, and to collect all of and to any party or parties at such rental and upon such terms as said of the Premises) to rent, lease or let all or any portion of the Premises lawful attorney in its name and stead (with or without taking possession Mortgagee does hereby appoint irrevocably the Mortgagee, its true and agreements, and all the avals thereunder, unto the Mortgagee, and establish an absolute transfer and assignment of all of such leases and under the powers herein granted, it being the intention hereby to made or agreed to or which may be made or agreed to by the Mortgagee part thereof, which may have been heretofore or may be hereafter or of any agreement for the use or occupancy of the Premises or any or by virtue of any lease, whether written or verbal, or any letting of, issues and profits now due and which may hereafter become due under does hereby sell, assign and transfer unto the Mortgagee all the rents, 28. (a) To further secure the indebtedness secured hereby, Mortgagee

27. All provisions hereof shall inure to and bind the respective heirs, executors, administrators, successors, vendees and assigns of the parties hereto, and the word "Mortgagor" shall include all persons claiming under or through Mortgagee and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. Wherever used, the singular number shall include the plural, the singular, and the use of any gender shall be applicable to all genders.

26. Mortgagee shall furnish to Mortgagee an annual operating statement of income and expenses for the Premises signed and certified by the Mortgagee's beneficiary. Within fifteen days after demand by Mortgagee, the Mortgagee or beneficiary of Mortgagee shall deliver a certified rent roll and such other information as Mortgagee may request.

25. In the event of a deficiency upon a sale of the Premises pledged hereunder by Mortgagee, then the Mortgagee shall forthwith pay such deficiency, including all expenses and fees which may be incurred by the holder of the Note in enforcing any of the terms and provisions of this Mortgage.

24. This Mortgage shall be governed by the law of the State of Illinois. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

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32. (a) This Mortgage shall be deemed a Security Agreement as defined in the Illinois Commercial Code. This Mortgage creates a security interest in favor of Mortgagee in all property including all

law which results in liability to Mortgagee. Mortgagee is strictly liable under any such statute, Mortgagee's obligation to Mortgagee under this indemnity shall likewise be without regard to fault on the part of Mortgagee with respect to the violation of the environment lien for the recovery of environmental cleanup costs expended by reason of such violation; provided that, to the extent that the environment which occurs upon the Premises, or by reason of any violation or any applicable statute or regulation for the protection of and damages whatsoever incurred by Mortgagee by reason of any of and from all loss, cost (including reasonable attorney's fees), liability, Mortgagee hereby indemnify and save Mortgagee harmless (b)

31. (a) Mortgagee covenants that the buildings and other improvements constructed on, under or above the subject real estate will be used and maintained in accordance with the applicable E.P.A. regulations and the use of said buildings by Mortgagee, or Mortgagee's lessees, will not unduly or unreasonably pollute the atmosphere with smoke, fumes, noxious gases or particulate pollutants in violation of any such regulations; and in case Mortgagee (or said lessees) are served with notice of violation by any such E.P.A. Agency or other municipal body, that it will immediately cure such violations and abate whatever nuisance or violation is claimed or alleged to exist.

30. Mortgagee and Mortgagee acknowledge and agree that in no event shall Mortgagee be deemed to be a partner or joint venturer with Mortgagee or any beneficiary of Mortgagee. Without limitation of the foregoing, Mortgagee shall not be deemed to be such a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document evidencing or securing any of the indebtedness secured hereby, or otherwise.

(b) To the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, and of placing said property in such condition as will, in the judgment of the Mortgagee, make it readily rentable;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on the Premises;

reasonable compensation to the Mortgagee and its agent or agents, if management be delegated to any agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinafter authorized;

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33. In the event of the enactment after this date of any law imposing a tax upon the issuance of the Note or deducting from the value of the Premises for the

to accrue thereunder has been paid in full.

force and effect until the entire principal indebtedness and all interest Mortgagee by Mortgagee, and to keep and maintain the same in full by any Security Agreement and Financing Statement given to renewal certificates, affidavits, extension statements or other execute (or cause to be executed) and deliver to Mortgagee, such agrees that so long as any balance remains unpaid on the Note, it will

(b) Notwithstanding the aforesaid, the Mortgagee covenants and must be filed in the Commercial Code records.

Government and any subdivisions or entity of the Federal Government, particular class of persons, including, but not limited to, the Federal notice of Mortgagee's priority of interest to be effective against a court or judge shall at any time hold with respect to (1), (2) and (3) that is declared to be for the protection of the Mortgagee in the event any other recorded document, but such mention in the Financing Statement or unperfected priority of the Mortgagee's then granted or by any altering any of the rights or Mortgagee as determined by this instrument pursuant to lease or otherwise, shall never be construed as in anywise of the use and/or occupancy of the property mortgaged hereby, whether as lessor in any present or future lease or rights to income growing out proceedings for a taking or for loss of value, or (3) the debtor's interest and/or hazard insurance policy, or (2) any award in eminent domain such Financing Statement of (1) the right in or the proceeds of any fire Mortgagee, or (iii) any such item is referred to or reflected in any such identified in a record contained herein or in any list filed with the identification of certain equipment items capable of being thus to the improvements, (ii) serial numbers are used for the better estate irrespective of whether (i) any such items is physically attached proceedings both legal or equitable shall be, regarded as part of the real this Mortgage is, and at all times and for all purposes and in all and/or adapted for use therein and/or which is described or reflected in used in connection with the production of income from the Premises and the hereby stated intention of the parties hereto, that everything construed as in anywise derogating from or impairing this declaration the records normally having to do with personal property shall never be and Mortgagee agree that the filing of such a Financing Statement in Illinois Commercial Code, all at Mortgagee's sole election. Mortgagee statutory consequences now or hereinafter enacted and specified in the filed to perfect the security interest herein created, by the specific part of the security which is also reflected in any Financing Statement shall be (i) as prescribed herein, or (ii) by general law, or (iii) as to such covenants, terms and conditions of the agreements herein contained enjoyment of the Premises. The remedies for any violation of the to or described herein or in anyway connected with the use or personal property, fixtures and goods affecting property either referred

65-3336-559

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Anna Konsur

X Anna Konsur

Stanislaw Konsur

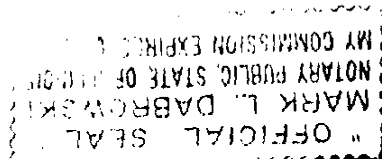
IN WITNESS WHEREOF, the undersigned have executed this Mortgage on the day and year first above written.

34. Mortgagor will protect, indemnify and save harmless Mortgagee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation attorneys' fees and expenses), imposed upon or incurred by or asserted against Mortgagee by reason of (a) the ownership of the Premises or any interest therein or receipt of any rents, issues, proceeds or profits therefrom; (b) any accident, injury to or death of persons or loss of or damage to property occurring in, or about the Premises or any part thereof or on the adjoining sidewalk, or curb, adjacent parking areas, streets or ways; (c) any use, nonuse or condition in, on or about the Premises or any part thereof or on the adjoining sidewalk, curb, the adjacent parking areas, streets or ways; (d) any failure on the part of Mortgagor to perform or comply with any of the terms of this Mortgage; or (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. Any amounts payable to Mortgagee by reason of the application of this paragraph shall constitute additional indebtedness which is secured by this Mortgage and shall become immediately due and payable upon demand therefor and shall bear interest at four percent (4%) in excess of the interest rate from the date of loss or damage sustained by Mortgagee until paid. The obligations of Mortgagor under this paragraph shall survive any termination or satisfaction of this Mortgage.

purpose of taxation any lien on the land, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens required in this Mortgage to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured by this Mortgage or the holder of this Mortgage, then, and in any such event, the Mortgagor, upon demand of the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee for such taxes and assessments; provided, however, that if in the opinion of counsel for the Mortgagee it might be unlawful to require Mortgagor to make such payments, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured by this Mortgage to be and become due and payable sixty (60) days from the giving of such notice.

65-33367-59

Property of Cook County Clerk's Office



I, the undersigned, a Notary Public in and for said County in the State of Illinois, DO HEREBY CERTIFY THAT Stamislav Novak and Anne Kovacic who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19 day of July, 1917.

Mark L. Dabrowski
Notary Public

My commission expires: