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MORTGAGE

THIS INDENTURE, made May 25, 1990, between Chester Bar and Maria Bar, his wife, (herein referred to as "Mortgagor"), and FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE, an Illinois banking corporation (herein referred to as "Mortgagee") witnesseth:

THAT WHEREAS Mortgagor has concurrently herewith executed a Mortgage Note and (herein referred to as the "Note") bearing even date herewith in the principal sum of ONE HUNDRED FOURTEEN THOUSAND AND NO/100 DOLLARS (\$114,000.00) made payable to Mortgagee and delivered, in and by which Note Mortgagor promises to pay on or before May 25, 1991 the said principal sum with interest as set forth in the Note.

All such payments on account of the indebtedness evidenced by said Note are to be first applied to interest on the unpaid principal balance and the remainder to principal; all of said principal and interest being made payable at the principal office of the Mortgagee in Park Ridge, Illinois.

NOW THEREFORE, the Mortgagor to secure the payment of said Note in accordance with its terms and the terms provisions and limitations of this Mortgage and all extensions, modifications, and renewals thereof, together with interest and charges as therein provided, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do by these presents Mortgage and Warrant to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, to wit:

LOT 20 IN SMITH AND HILL'S PARK RIDGE MANOR UNIT NUMBER 2, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 (EXCEPT THE WEST 217 FEET MEASURED ON NORTH AND SOUTH LINES THEREOF) OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 09-22-115-006-0000 VOLUME 91

COMMON ADDRESS: 2371 W. FARRELL AVENUE, PARK RIDGE, ILLINOIS 60068

which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all improvements, thereon situate and which may hereafter be erected or placed thereon, and all appurtenances, rights, royalties, mineral, oil and gas rights, and easements thereunto belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the Mortgagee as additional security and as an equal and primary fund with the property herein conveyed for the repayment of the moneys secured by this Mortgage, and any and all appurtenances, fixtures and equipment in or that may at any time be placed in any building now or hereafter standing on said premises.

It is mutually covenanted and agreed, by and between the parties hereto that, in addition to all other things which at law or by convention are regarded as fixtures, and specifically but not by way of limitation all shades and awnings, screens and carpets, shrubbery, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plants, iceboxes, electric refrigerators, air conditioning apparatus, cooking apparatus and appurtenances, and such other goods and chattels as may ever be furnished by a landlord in letting and operating an unfurnished building, similar to any building now or hereafter standing on said premises, whether or not the same are or shall be attached to

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Mortgagor shall furnish Mortgagee with evidence satisfactory to Mortgagee that flood insurance is in

paid clause or provision. Mortgagee agrees to maintain insurance coverage which is at all times in compliance with clause or provision to the Mortgagee. If the insurance policy referred herein contain a co-insurance prior written notice to the Mortgagee. All policies of insurance shall contain a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days prior to the respective dates of expiration. All policies of insurance shall contain a provision requiring Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Mortgagee, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause. Full the indebtedness secured hereby, all in compliance satisfactory to the Mortgagee, under insurance policies of money sufficient to pay the greater of either the cost of replacing or repairing the same or to pay in the present and future forms of all-risk insurance policies providing for payment by the insurance companies insured against loss or damage by fire, lightning and such other risks and hazards that are insurable under 4. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises

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7. In the event that the Mortgagor fails to make any payment or perform any act required hereunder, the Mortgagor may, but need not, make any payment or perform any act heretofore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture attaching said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses or paid or incurred in connection therewith, including attorneys' fees, and other moneys advanced by Mortgagor to

8. In addition to the monthly payments required under the Note when requested by Mortgagor, Mortgagor shall pay to the Mortgagee monthly at the time when such monthly payment is payable, an amount equal to one-twelfth (1/12) of the annual premiums for such fire and extended coverage insurance and such annual real estate taxes, water and sewer rents, special assessments, and any other tax, assessment, claim, lien, or encumbrance which may at any time be or become a lien upon the premises prior to the lien of this Mortgage, and on demand from time to time shall pay to the Mortgagee additional sums necessary to pay such premiums and other payments, all as estimated by the Mortgagee, the amounts so paid to be security for such premiums and other payments to be used in payment thereof. At the Mortgagee's option, the Mortgagee may make such payments available to the Mortgagor for the payments required under Sections 3 and 4, or may make such payments on the Mortgagor's behalf. All amounts so paid shall be deemed to be trust funds, but no interest shall be payable thereon. If, pursuant to any provisions of this Mortgage, the whole amount of said principal debt remaining becomes due and payable, the Mortgagee shall have the right at its election to apply any amounts so held

9. In the event such proceeds are applied toward restoration or rebuilding, the buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. Such proceeds shall be made available, from time to time, upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, valuers of lien, contractor's sworn statements and other evidence of cost and of payments, including insurance against mechanic's liens and/or a performance bond or bonds in form satisfactory to Mortgagee which shall be the sole or a dual obligation, and which bonds shall be written with such surety company or companies as may be satisfactory to Mortgagee. All plans and specifications for such rebuilding or restoration shall be presented to and approved by Mortgagee prior to the commencement of any such repair or rebuilding. At all times the undisturbed balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

10. In the event Mortgagee elects to permit such insurance proceeds to be applied to pay for the cost of rebuilding or restoration of the building and improvements on the premises, such funds will be made available for disbursement by Mortgagee. In the event Mortgagee elects to permit such insurance proceeds to be applied to pay for the cost of balance of the debt secured hereby to be immediately due and payable, and the failure of the payment thereof shall be a default hereunder. All accrued interest thereon, fees and charges, Mortgagee may, at its sole election, declare the entire unpaid the net insurance proceeds be insufficient to pay the then existing indebtedness secured hereby, together with the net insurance proceeds be insufficient to pay the then existing indebtedness secured hereby, and it is further covenanted and agreed that should collection shall first be deducted and paid to Mortgagee, and it is further covenanted and agreed that should Mortgagee is authorized to collect and receipt for any such insurance money. In the event Mortgagee elects to apply said insurance proceeds in reduction of the indebtedness secured hereby, all expenses and fees of agree with the insurance company or companies on the amount to be paid upon the loss. In either case and adjust any claim under such insurance policies without consent of Mortgagor, or (ii) to allow Mortgagor to purchaser at the rate, or the decree creditor, as the case may be) is hereby authorized either (i) to settle

11. In case of loss by fire or other casualty, the Mortgagee (or after entry of decree of foreclosure, purchaser at the rate, or the decree creditor, as the case may be) is hereby authorized either (i) to settle

12. effect if Mortgagor has failed to demonstrate to Mortgagee that the premises are not located in an area designated by the Secretary of Housing and Urban Development as having special flood hazards.

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10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the mortgagor shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included an additional indebtedness in the decree for sale and expenses and expenses relating thereto which may be paid or incurred by or on behalf of the mortgagor, including but not limited to attorney's fees, mortgagee's fees, appraiser's fees, broker's commission, advertising expenses, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, guaranties, policies, loans, certificates, and similar data and assurances with respect to title as mortgagor may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and payable, with interest thereon at the rate stated in the Note (unless payment of interest at such rate would be contrary to applicable law, in which event such amount shall bear interest at the highest rate permissible under applicable law), when paid or incurred by mortgagor in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether

9. At the option of mortgagor, and without notice to mortgagor, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the Note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default under the terms of the Note; (b) immediately in the event mortgagor shall, without the prior consent of mortgagor, sell, transfer, convey, encumber, or assign the title to all or any portion of the premises, or the rents, issues, or profits therefrom, whether by operation of law, voluntarily or otherwise, or after contract to do any of the foregoing, or in the event the holder (any such owner being herein referred to as a "beneficial owner") shall, without the prior written consent of mortgagor, transfer or assign all or any portion of such beneficial interest, or the rents, issues, or profits from the premises (including, without being limited to, a collateral assignment), whether by operation of law, voluntarily or otherwise, or after contract to do any of the foregoing, or in the event there be more than one, any of the owners, or any beneficial interest in any trust of which mortgagor is trustee or partner, or partner in the event of the mortgagor's bankruptcy or liquidation, under any provision of any state or federal bankruptcy law in effect at the time of filing; (d) immediately in the event mortgagor makes an assignment for the benefit of creditors, becomes insolvent or becomes unable to meet his obligations as they become due; or (e) immediately in the event of any levy or lien including, but not limited to, levies or liens arising from failure to pay any federal tax being filed against the mortgagor or the premises; or (f) when default shall occur and continue for three days in the performance of any other agreement of the mortgagor contained herein or in any other agreement of the mortgagor with the mortgagor.

8. The mortgagor making any payment hereby authorized relating to taxes or 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 claim thereof.

part of mortgagor. shall never be considered as a waiver of any right accruing to it on account of any default hereunder on the such amount shall bear interest at the highest rate permissible under applicable law. Fraction of mortgagor stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event hereby and shall become immediately due and payable without notice and with interest thereon at the rate concerning which action herein authorized may be taken, shall be so much additional indebtedness secured protect the mortgaged premises and the lien hereof, plus reasonable compensation to mortgagor for each matter

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11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including, but not limited to, all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any surplus to Mortgagee, its successors or assigns, as their rights may appear.
12. Upon, or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made without notice, and without regard to the solvency or insolvency of Mortgagee at the time of application for such receiver and without regard to the then value of the premises or whether the name shall be then occupied as a hotel or not during the pendency of such foreclosure suit and the Mortgagee may be appointed as such receiver. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.
14. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
15. As further security for payment of the indebtedness and performance of the obligations, covenants, and agreements secured hereby, the Mortgagee hereby assigns to the Mortgagee all leases already in existence and to be created in the future, together with all rents to become due and under existing or future leases. This assignment, however, shall be operative only in the event of the occurrence of a default hereunder, or under the Note or other instrument collateral hereto; and in any such case the Mortgagee hereby confers on the Mortgagee the exclusive power, to be used or not be used in its sole discretion, to act as agent, or to appoint a third person to act as agent for the Mortgagee, with power to take possession of, and collect all rents arising from, the premises and apply such rents, at the option of the Mortgagee, to the payment of the mortgage debt, taxes, costs of maintenance, repairs, expenses incident to management, and other expenses, in such order of priority as the Mortgagee may in its sole discretion determine, and to retain any balance remaining over to the Mortgagee; but such collection of rents shall not operate in any event to terminate or lease in the event the Mortgagee's title to the premises should be acquired by the Mortgagee. The Mortgagee shall be liable to account only for rents and profits actually received by the Mortgagee. In exercising any of the powers contained in this section, the Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the premises and used by the Mortgagee in the rental or leasing thereof or any part thereof.
16. In case the premises, or any part thereof, shall be taken by eminent domain or condemnation, the Mortgagee is hereby empowered to collect and receive all compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagee or their assigns.
17. Mortgagee has no duty to examine the title, location, existence, or condition of the premises, nor

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Mortgage.

26. Mortgages, at its expense, will execute, acknowledge and deliver such instruments and take such actions as Mortgagee from time to time may reasonably request to carry out the intent and purpose of this

25. This Mortgage shall not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Mortgagee, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

24. The rights and remedies of Mortgagee under this Mortgage are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Mortgagee shall have under the Note or any other instrument constituting security for the Note, or at law or in equity.

23. Any notice, demand, request or other communications desired to be given or required pursuant to the terms hereof shall be in writing and shall be deemed given when personally served or on the record (2nd) day following deposit of the same in the United States Mail via registered or certified mail, return receipt requested, postage prepaid, addressed to the Mortgagee at the address set forth below or to the Mortgagee in the Bank's main office or to such other address as either the Mortgagee or the Mortgagee notifies the other party in writing.

22. This Mortgage shall be governed by and interpreted according to the laws of the State of Illinois. In the event any provision of the Mortgage, or the Note, conflicts with said law, such conflict shall not affect any other provision of the Mortgage or the Note which can be given effect without reference to the conflict. In this regard, the provisions of the Mortgage and the Note shall be deemed severable.

21. To the fullest extent permitted by law, Mortgagee shall not and will not at any time apply for or in any manner attempt to claim or avail itself of any homestead, appraisal, valuation, or any so-called "mortgage law," 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. To the fullest extent permitted by law, Mortgagee, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the premises mortgaged hereunder or any foreclosures of the premises sold as an entirety. agrees that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety.

20. In the event of the passage after the date of this Mortgage of any law changing in any way the laws now in force for the taxation of mortgages, or debts secured thereby, or the manner of operation of such taxes, so as to affect the interest of Bank, then and in such event Mortgagee shall pay the full amount of such taxes.

19. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The use of any gender applies to all genders. If more than one party is named as Mortgagee, the obligation hereunder of each such party is joint and several. Mortgagee may assign all or any portion of its rights and interests under this Mortgage without the consent of the Mortgagee.

18. Mortgagee shall release this Mortgage and the lien hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid.

shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, and it may require indemnities satisfactory to it before exercising any power herein given.

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IN WITNESS WHEREOF, the Mortgagor has caused these presents to be signed the day and year first above written.

Chester Bar
 Chester Bar

Maria Bar
 Maria Bar, his wife

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 COOK COUNTY RECORDER

STATE OF ILLINOIS)
) SS:
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY that Chester Bar and Maria Bar, his wife, 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 official seal, this 25th day of May, 1990

"OFFICIAL SEAL"
 Nancy Ann Zarach
 Notary Public, State of Illinois
 My Commission Expires 7/17/91

 Notary Public

THIS INSTRUMENT PREPARED BY AND DELIVER TO:

Carolyn S. Sims, Assistant Vice President

FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE
 607 W. Devon Av.
 Park Ridge Il. 60068

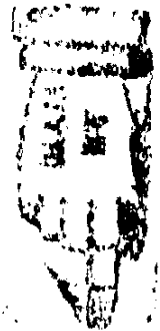
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