

UNOFFICIAL COPY

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[Space Above This Line For Recording Date]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 16, 1990. The mortgagor is Tadashi Uchimoto and Mitsu Uchimoto, his wife. Bank/North Shore National ("Borrower"). This Security Instrument is given to Affiliated under the laws of The United States of America, which is organized and existing under the laws of Illinois, and whose address is 1737 Howard Street, Chicago, Illinois. Borrower owes Lender the principal sum of ONE HUNDRED THOUSAND AND NO/100 Dollars (U.S. \$100,000.00). This debt is evidenced by Borrower's note dated the same date as this instrument ("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:

Lots 1187 and 1188 and the West 20 feet of Lot 1189 in William M. Brittigan's Budlongs Woods Golf Club Addition No.4, being a Subdivision of part of the North half of the North West quarter of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian, lying East of the North Easterly right of way line of the Sanitary District of Chicago, except the North 33 feet thereof taken for Bryn Mawr Avenue as per plat thereof recorded April 23rd, 1977 as document 9626369 in Cook County, Illinois.

Permanent Tax I.D. numbers 13-12-106-069

This is for Business Purposes Only

* See Rider to Mortgage Attached Hereto and Made a Part Hereof

90349964

DEPT-01 RECORDING \$17.00
TM2222 TRM1 2463 07/20/90 12:59:00
#0124 #349964
COOK COUNTY RECORDER

which has the address of 5515 N. Francisco, Chicago, Illinois 60629 (Street) (City), (Zip Code) ("Property Address");

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 seised 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.

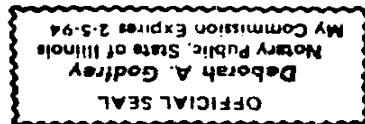
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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160 x 409

Prepared by: Sally A. Spena, Affiliated Bank/North Shore National
 Return to: 1737 Howard St., Chicago, IL 60626
 7952 N. Lincoln, Skokie, IL 60077

(Space Below This Line Reserved for Lender and Recorder)



My Commission Expires:

Given under my hand and official seal, this

day of July 17th

do hereby certify that Tadashi Uchimoto and Mitsu Uchimoto, his wife, do hereby and deliver the said instrument as their free and voluntary act, for the uses and purposes therein subscribed to the foregoing instrument, prepared before me this day in person and acknowledged that they personally known to me to be the same persons(s) whose name(s) are _____

County ss:

Cook

STATE OF ILLINOIS

Mitsu Uchimoto
 (Seal) Borrower
 Tadashi Uchimoto
 (Seal) Borrower

Instrument and in any other(s) executed by Borrower and recorded with it.
 BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security

22. Under of Homestead, Borrower waives all right of homestead excepted
 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 [Check applicable boxes]
 24. Family Rider
 25. Graduated Payment Rider
 26. Adjustable Rate Rider
 27. Condominium Rider
 28. Planned Unit Development Rider
 29. Other(s) [Specify] _____

Instrument the covenants and agreements of each such rider shall be incorporated into and recorded together with
 this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security
 instrument [Check applicable boxes]
 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
 instrument in full, provided that the receiver shall be liable to pay any acceleration costs.
 23. Rider. Any rents collected by Lender or the receiver shall be applied first to payment of the
 costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on
 the property including those past due. Any rents collected by Lender or the receiver shall be applied first to
 proportionate portion of the entire upon take possession of and manage the Property and to collect the rents of
 prior to the expiration of any period of redemption following default sale, Lender (in person, by agent or by judicially
 appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and at any time
 before the date specified in the notice, take possession of and manage the Property and to collect the rents of
 Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,
 but not limited to, reasonable attorney fees and costs of title evidence.
 24. Lender shall be entitled to receive the principal amount due and payable under this Security Instrument.
 before the date specified in the notice, Lender or its option may require this Security Instrument in full or all sums secured by
 this Security Instrument, Lender shall be entitled to accelerate immediate payment in full of all sums secured by
 the receiver of a default or any other default after acceleration and force sale of the non-
 inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-
 securable by this Security Instrument, foreclose by judicial proceeding in the Property. The notice shall further
 and (d) that failure to cure the default the notice is given to Borrower, by which the default must be cured;
 unless applicable law provides otherwise. The notice shall specify: (a) the date action required to cure the
 default; (c) a date, no less than 30 days from the date the notice is given to Borrower, by which the default must be cured;
 breach of any covenant or agreement in this Security Instrument (but not prior to acceleration paragraphs 13 and 17
 19. Acceleration: Remedies. Lender shall give further covenant and agree as follows:
 Non-Default Governing Instruments. Borrower and Lender further covenant and agree as follows:

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1966
33
96

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 day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

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; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, 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.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien, in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 amounts 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.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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 comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title 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.

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If Lender has right to remanage the Note in the case of acceleration under paragraphs 13 or 17.
Borrower, this Security Instrument and the obligations hereby shall remain fully effective as if no acceleration had occurred. However, this Security Instrument and the obligations hereby shall remain fully effective in the event of a total taking of the Property, divided by (b) the fair market value of the Property immediately before the taking, divided by the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately unless Borrower and Lender otherwise agree, with any excess paid to Borrower. In the event of a partial taking of the Property, Lender shall give Borrower notice at the time of prior to an inspection specifically regarding cause for the inspection. Lender shall pay the premium in accordance with Borrower's and Lender's reasonable entitlements upon and inspections of the Property. Lender may make reasonable access paid to Borrower, either to resevoiration of the Property, or for claim for damages, or for condemnation of any part of the Property, or for claim for damages, or for conveyance in lieu of condemnation, in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument for the insurance premiums in accordance with Borrower's and Lender's reasonable entitlements until such time as the requirement for the insurance premiums in accordance with Borrower's and Lender's reasonable entitlements is met.

If Lender receives this option, Lender shall give Borrower notice of demand on Borrower.
If Lender 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 within the period of time specified in the note or any other time prior to the earlier of (a) 5 days (or such period as Borrower may reasonably designate) before sale of the property pursuant to any terms contained in this instrument, or (b) entry of a judgment in this Security Instrument before sale of the property pursuant to any terms contained in this instrument, including (c) pay all expenses incurred in enforcing this instrument, (d) takes action as Lender may reasonably require to assure that the terms of this Security Instrument shall be observed.

If Lender exercises this option, Lender shall provide a period of notice to Borrower of at least one month.

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*RIDER TO MORTGAGE

Mortgagor is indebted to Mortgagee arising out of a certain Promissory Multi Note, a copy of said Promissory Multi Note is attached hereto as Exhibit "A", and made a part hereof; that the full and prompt payment of the Note when due has been unconditionally guaranteed whether by declaration or otherwise by Mortgagor under the terms, provisions and conditions of the Promissory Multi Note.

Now, therefore, Tadashi Uchimoto and Mitsu Uchimoto, his wife, to secure payment of said Note and all promissory notes thereafter executed by Tadashi Uchimoto A/K/A Ted Uchimoto and Mitsu Uchimoto, his wife evidencing future advances and loans made by Affiliated Bank/North Shore National to or for the account of Tadashi Uchimoto A/K/A Ted Uchimoto and Mitsu Uchimoto, his wife and all renewals or refinancing and indebtedness now or hereafter due from Tadashi Uchimoto A/K/A Ted Uchimoto and Mitsu Uchimoto, his wife including, but not limited to, advances made by Affiliated Bank/North Shore National in accordance with the terms, provisions and limitations of this Mortgage and the performance of the covenants and agreements herein contained.

90349964

EXHIBIT A UNOFFICIAL COPY

PROVISIONAL NOTE
(Month)

FOR BANK USE ONLY

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 July 16 1993 Date July 16 1990 Amount \$ 100,000.00

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 One Hundred Thousand and no/100 Dollars payable as follows:

- ON DEMAND
 In full on 19
 In 36 successive prin & int installments of \$ 3,273.87 each beginning on August 16 1990 and continuing on the same day of each consecutive MONTH thereafter until this Note is fully paid, except that the final installment in the amount of \$ balance shall be due and payable on July 16 1993.

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

- % per annum in 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 1st 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 Semimonthly

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 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 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 General Processing, Bursting, Folding, Tipping
- (2) The proceeds of the loan will be used solely for the following commercial, agricultural or industrial purpose Co., Inc.
Capitalization

(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 7/16/90 Signature Tadashi Uchimoto Signature Mitsu Uchimoto, his wife
a/k/a Ted Uchimoto SIGNATURE(S) OF BORROWER(S)

Address 5515 N. Francisco Number & Street x Tadashi Uchimoto a/k/a Ted Uchimoto

Chicago, Illinois 60625 Zip Code x Mitsu Uchimoto, his wife

Telephone Social Security No. or Corp. ID No. x

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GUARANTY

For value received, the undersigned, jointly and severally, unconditionally guarantees the full and prompt payment of the within note, and agree to pay all costs, expenses and attorneys' fees incurred by holder in collecting the same and in enforcing this guaranty.

The undersigned agree that their liability hereunder shall in nowise be affected or impaired, nor shall any guarantor be discharged, in whole or in part, by any of the following occurrences: (1) the death, incompetency, insolvency, bankruptcy, liquidation or withdrawal of maker or of any guarantor, or (2) renewal, refinancing or extension of the time of payment of any installment or installments of the within note or of any other indebtedness of maker to holder, or (3) acceptance by holder or part payment of any installment of the within note, or (4) release, surrender, sale, exchange or substitution by holder of all or any part of the collateral of maker or of any other guarantor, or (5) release by holder of any one or more of the undersigned guarantors or acceptance of new and additional guarantors, or (6) failure of holder to perfect any security interest in the collateral of maker or of any guarantor or to record or register any lien or encumbrance thereon, or (7) unenforceability of any document or instrument executed by maker.

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

The undersigned, jointly and severally, hereby authorize, irrevocably, any attorney of any court of record to appear for the undersigned, or any of them, in such court, in term time or vacation, at any time hereafter, and confess a judgment against the undersigned, or any of them, without process in favor of the legal holder of the within note for such amount as may appear to be unpaid thereon, together with costs of suit and reasonable attorneys' fees, and to waive and release all errors that may intervene and consent to immediate execution thereon, hereby agreeing that no writ of error or appeal shall be prosecuted on any judgment entered and ratifying and confirming all that said attorney may do by virtue hereof.

The undersigned, jointly and severally, make a demand, notice of dishonor, presentation for payment, diligence in collection, acceptance of this guaranty and notice of any adverse change in the financial condition of maker or any guarantor or of any other fact that might materially increase the risk of the guarantors hereon. This guaranty shall be binding upon the undersigned, jointly and severally, and upon their heirs, legal representatives, successors and assigns of the undersigned, and of each of them, and shall inure to the benefit of holder, its successors and assigns. The validity and construction of the guaranty shall be governed by the laws of the State of Illinois. This guaranty is secured by:

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.

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LC UVA

ORIGINAL AMOUNTS