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#### **CONSTRUCTION MORTGAGE**

THIS MORTGAGE is dated as of August 15, 1991 and is made between The First National Bank of Des Plaines as Trustee under Trust Agreement dated September 11, 1990, and known as Trust No. 21562156 ("Mortgagor") and The First National Bank of Des Plaines ("Mortgagee") located at 701 Lee Street, Des Plaines, Illinois 60016.

WYNESS: Mortgagor and R. Franczak and Associates ("Debtor") have executed a promissory note dated August 15, 1991 ("Note") payable to the order of the Mortgagee in the principal amount of \$1,480,000.00 with interest at the per annum rate of one percent (1%) in excess of the Prime Rate (defined in the Note) and, after Default (defined in the Note) or maturity, at the per annum rate of four percent (4%) in excess of the Prime Rate. Interest on the outstanding balance of the Note shall be payable monthly commencing on September 1, 1991 and on the first day of each month thereafter. Principal payments shall be made in installments in accordance with the terms of the Note upon the closing of the sale of any individual unit or units. The Note together with any accrued and unpaid interest is payable in full on August 31, 1992. The proceeds of the Note will be advanced in multiple disbursements to Mortgagor or Debtor by Mortgagee for financing the cost of the construction of certain improvements of the Premises in accordance with the terms of the Construction Loan Agreement dated August 15, 1991 ("Loan Agreement") Disbursements shall be made in accordance with the terms of the Note.

\$22.00

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\$2458 + A \*-91-449783 COOK COUNTY RECORDER

#### **GRANT OF MORTGAGE**

1.1. To secure payment of the indebtedness evidenced by the Note, including any future advances thereunder and any renewals or extensions the eof, the Liabilities (defined below) and the performance of the covenants and agreements of Mortgagor hereunder Mortgagor does by these presents CONVEY and MORTGAGE unto Mortgagee, all of Mortgagor's estate, right, title and interest in the real estate situated, lying and being in the County of Cook, and State of Illinois, legally described on attached Exhibit A and made part hereof, which is referred to herein as the "Premises", together with all improvements, buildings, tenements, hereditaments, appurtenances, water, gas, oil, recrais, and easements located in, on, over or under the Premises, and all types and kinds of furniture. fixtures, apparatus, machinery and equipment, including without limitation, all of the foregoing used in any construction on the Premises or to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the Premises or hereafter erected. installed or placed on or in the Premises, and whether or not physically attached to the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities as between the parties hereto and all persons claiming by, through or under them.

1.2 Further, Mortgagor does hereby pledge, assign, transfer, deliver and grant to Mortgagee all of Mortgagor's right, title and interest in and to all general intangibles

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relating to the development or use of the Premises, including but not limited to all governmental permits relating to construction on the Premises, all names under or by which the premises or any Improvements on the Premises may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Premises.

- 1.3 Further, Mortgagor does hereby pledge, assign, deliver and grant to Mortgagee all of Mortgagor's right, title and interest in and to all proceeds of the conversion, voluntarily or involuntarily, of the Premises or any part thereof into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards.
- 1.4. Further, Mortgagor does hereby pledge, assign, transfer, deliver and grant to Mortgagee all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security for damage or default, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagor only and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a Default or an event shall occur which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.
- 1.5. Further, Mortgagor does here we expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

#### MORTGAGOR COVENANTS and REPRESENTATIONS

While any of the Liabilities remain outstanding, Mortgagor represents, warrants, covenants and agrees as follows:

Mortgagor shall (a) promptly repair, restore or requild any buildings or 2.1. improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage, free from any encumbrances, security interests, liens, motionics' liens or claims for lien and any other claims or demands against Mortgagor's title to the Premises; (c) pay when due any indebtedness which may be secured by a lien of charge on the Premises and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Mortgagee; (d) complete in a good and workmanlike manner using new materials of first class quality and within a reasonable time any building or improvement now or at any time in process of construction upon the Premises: (e) comply and cause any tenant of the Premises to comply with all requirements of all laws or municipal ordinances with respect to the construction maintenance or use of the Premises or sales of lots comprising the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of

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the Premises; (h) use the proceeds of the Note solely for the purposes set forth in the Note and Loan Agreement; (i) not seek, make or consent to, without Mortgagee's prior written consent, any change in the zoning or conditions of use of the Premises or in the plans for the Improvements thereof or thereon which would impair Mortgagee's ability to construct the Improvements on the Premises; (j) comply with the terms, provisions and conditions of the Loan Agreement.

- 2.2. Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water taxes or charges, drainage taxes or charges, sewer service taxes or charges, and other taxes, assessments or charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagor may desire to contest prior to such tax, assessment or charge becoming delinquent.
- 2.3. Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases or contracts of sale of all or any portion of the Premises, together with assignments of such leases or contracts from Mortgagor to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee. Mortgagor shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayment, discharge or compromise of any rent or release any tenant from any obligation at any time while the Liabilities secured hereby remains unpoint Mortgagor shall not, without Mortgagee's prior written consent, accept any amount as liquidated damages or cancel or terminate any contract of sale other than as specifically provided in such contract.
- 2.4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the cremises for public use are hereby transferred, assigned and shall be paid to Mortgagee. Such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' and paralegals' fees, to the reduction of the inachtedness secured hereby in such order of application as Mortgagee may elect. Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.
- 2.5. Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire. lightning, windstorm, vandalism, malicious damage and builder's risks and such other hazards as may from time to time be designated by Mortgagee. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood, if the Premises are located in a flood hazard zone. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvements on the Premises and, in no event, less than the principal amount of the Note. Mortgagor shall obtain liability insurance with respect to the Premises in an amount which is acceptable to Mortgagee. All policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a lender's loss payable clause or

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endorsement in form and substance satisfactory to Mortgagee. In the event of any loss, Mortgagor shall give immediate notice thereof to Mortgagee and any appropriate insurers. The Mortgagee may make any proof of loss to any insurer, if the Mortgagor fails to make a proof of loss immediately to any such insurer. Mortgagor shall deliver all insurance policies, including additional and renewal policies, to Mortgagee. In case of insurance about to expire, Mortgagor shall deliver to Mortgagee renewal policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be cancelable by the insurance company without at least 30 days' prior written notice to Mortgagee.

- 2.6. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, or grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises or any part thereof or sale or transfer of ownership of any beneficial interest or power of direction in a land trust which holds title to the Premises shall be made without the prior written consent of Mortgagee.
- Mortgagor is the sole owner of the Premises free from any lien, encumbrance or claim, except this Mortgage.
- No release of any petroleum, oil or chemical liquids or solids, liquid or gaseous products or hazardous waste (a "Release of Hazardous Materials") has occurred or is existing on may portion of the Premises, or any other real property in the state in which the Premises is located now or previously owned by Mortgagor. Mortgagor has not received any notice from any governmental agency or from any tenant under a lease or from any other party with respect to any such Release of Hazardous Materials.
- Mortgagor sna'l not cause or permit to exist any Release of Hazardous Materials on any portion of the Premises or any other real property in the state in which the Premises is located, owned by Mortgagor or by any person having a legal and beneficial interest in Mortgagor (if Mortgagor is a corporation, trust or other entity). Mortgagor shall immediately notify Mortgagee of any notice or threatened action from any governmental agency or from any tenant under a 16 as 3 of any portion of the Premises or from any other party with respect to any such Release of Hazardous Materials.

#### **MORTGAGEE RIGHTS**

- If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests, encumbrances or insurance, Mortgagee may do so according to any bill, statement or estimate received from the appropriate party claiming such funds without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of the lien, encumbrance, security interest, tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- Mortgagee shall have the right to inspect the Premises at all reasonable times T'S OFFICE and access thereto shall be permitted for that purpose.

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#### **DEFAULT AND RIGHTS ON DEFAULT**

- 4.1. Upon Default, at the sole option of Mortgagee, the Note or any other Liabilities shall become immediately due and payable, and Mortgagor shall pay all expenses of Mortgagee, including attorneys' and paralegals' fees, incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage means any one or more of the events, conditions or acts defined as a "Default" in the Note the failure of Mortgagor or Debtor to pay and perform the Note or Liabilities in accordance with their terms, or failure of Mortgagor or Debtor or any guarantor to comply with or to perform in accordance with any representation, warranty, term, provision, condition, covenant or agreement contained in this Mortgage, the Loan Agreement, or any instrument, agreement or writing securing any Liabilities to which the Mortgagor and/or Debtor and/or guarantors and Mortgagee are parties. Any Default under the Note shall be Default under this Mortgage.
- 4.2. Upon ary Default hereunder, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgagee. Mortgagee may, but need not, complete construction of the Improvements and enter into the necessary contracts therefor, Mortgagee may, but need not, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises, and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' and paralegals' fees, and any other funds advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note. Inaccon of Mortgagee shall never be considered as a waiver of any right accruing to Mortgages on account of any Default hereunder.
- 4.3. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' and paralegais' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax and lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgagee shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon

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at a rate equivalent to the post maturity interest rate set forth in the Note. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby, or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after Default, whether or not actually commenced, or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

- 4.4. The proceeds of any foreclosure sale 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 all the items that are mentioned in the immediately preceding paragraph: second, all other items which under the terms of this Mortgage constitute indebtedness recured by this Mortgage additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's hoirs, legal representatives, successors or assigns, as their rights may appear.
- Upon, or at any time exter the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after entry of judgment of foreclosure, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be then occupied as a homestead or rot. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of an entry of judgment of foreclosure, during the full statutory period of redemptica, if any, whether there be redemption or not, as well as during any further times when languager, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Pren ise. The court in which the foreclosure suit is filed may from time to time authorize the receive to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the Note in case of a forfeiture sale and deficiency.
- 4.6. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.

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#### **DEFINITIONS**

- 5.1. "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagor and/or Debtor to Mortgagee under the Note and any guarantor of Mortgagor and Debtor under any guaranty, and this Mortgage and for any other liabilities, obligations and indebtedness of Mortgagor and/or Debtor and any guarantor to Mortgagee whether heretofore, now or hereafter owing or arising, due or payable, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising, through discount, overdraft, purchase, direct loan, by operation of law or otherwise. "Liabilities" also includes all costs of collection, legal expenses, and attorneys' and paralegals' fees incurred or paid by Mortgagee in attempting to enforce Mortgagee's rights, remedies and security interests hereunder, including advising the Mortgagee or drafting any documents for the Mortgagee at any time, or to enforce or collect the Note any guaranty of the Note, or any other indebtedness of Mortgagor and/or Debtor or any guarantor of the Note to Mortgagee, or in the repossession, custody, sale, lease, assembly of other disposition of any collateral for the Note. "Liabilities" also includes all of the includes or contractual duties of partnerships to Mortgagee created or arising while Mortgagor and/or Debtor or any guarantor of the Note may be or may have been a member of those partnerships. Notwithstanding the foregoing, the lien of this Mortgage shall not exceed 500% of the face principal amount of the Note.
- 5.2. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor and all persons or parties claiming by, under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the Liabilities secured hereby or any part thereof, whether or not such persons or parties shall have executed the Note, the Loan Agreement of this Mortgage, including their respective heirs, estates, personal representative, successors and assigns. Each Mortgagor shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.

#### **MISCELLANEOUS**

- 6.1. Mortgagee shall release this Mortgage by a proper release after payment and satisfaction in full of the Note and all Liabilities. Mortgagee shall release a specific unit constituting a portion of the Premises from this Mortgage by proper release after payment of the release price for such unit in accordance with the Note.
- 6.2. MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHT'S OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE. IN THE EVENT THE PREMISES IS AGRICULTURAL PROPERTY AND MORTGAGOR IS AN ILLINOIS CORPORATION, A FOREIGN CORPORATION LICENSED TO DO BUSINESS IN THE STATE OF ILLINOIS OR A

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CORPORATE TRUSTEE OF AN EXPRESS TRUST, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES, AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE. IN THE EVENT THE PREMISES IS RESIDENTIAL PROPERTY AS DEFINED UNDER THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES. BUT PRIOR TO THE FILING OF A COMPLAINT FOR FORECLOSURE, THE PREMISES CEASES TO QUALIFY AS RESIDENTIAL PROPERTY, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

- 6.3. This Mortgage has been made, executed and delivered to Mortgagee in Cook County, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of to's Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.
- 6.4. This Mortgage is executed by the undersigned, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof, and through enforcement of the provisions of the Note and any other collateral or guaranty from time to time securing payment hereof; no personal liability shall be asserted or be enforceable against the undersigned, as trustee, because or

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in respect of this Mortgage or the making, issue or transfer thereof, all such personal liability of the trustee, in any, being expressly waived in any manner.

WITNESS the hand and seal of Mortgagor the day and year set forth above.

The First National Bank of Des Plaines, not personally but as Trustee under that certain Trust Agreement dated September 11, 1990, and known as Trust No. 21562156.

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Exoneration provision restricting any liability of earst National Bank of Des (hi was either side hereof or affacted here) is expressly made a part hereof.

Executed and delivered by First National Bank of Das Plaines, not in its individual capacity, but solely in the capacity herein described. for the purpose of briding the beschiedescaled property, and it is papersay understood and agreed by the parties hereto, anothing facely to the contrary convolved and one, that each and all of the undertaking Bird oppositioner to herein model and trade and who dee not as exceeded then countings and equipments of the freefer, is for the tempera of finding the Teather possibility out executed and distance to the The per equity in the excepts, of the spacety endered upon it is their enable and he becomes tasking or personners commentary is assessed by, or shall at may time be asserted or entered against and trades on because moses is no assume of any confortaking or Approximat forces emilleness, extres expressed or implied, all such personal habitaly delicy being borody expressly armed and released inter a contract of the contra or all other parties hereto, and those elecating by, through, or mean agant .....ที่ในเกาะการเกาะการ

This instrument was prepared by:

Paul J. Richter, Esq. DeHaan & Richter, P.C. 55 W. Monroe Street Suite 1000 Chicago, Illinois 60603 (312) 726-2660

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STATE OF ILLINOIS

COUNTY OF COOK

I, And Index Stated, a Notary Public in and for the County, in the State aforesaid, do hereby certify that of The First National Bank of Des Plaines, a national banking association and Tellery H. Johns Marion S. B. Of said association personally known to me to be the same persons whose names are subscribed as ASSA. Will President and Teller Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said association, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of August, 1991.

Milly A. M. W.G. NOTARY PUBLIC

My Commission Expires:

"C. SICIAL SEAL"
Kelley A. Novak
Notary Public, State of Illinois
My Commission Expires 9/18/93

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PARCEL 1: LOTS 1, 2, 3, 4, 5, 6 AND 7 IN BLOCK 3 IN JOHN ALLES JR.'S SUBDIVISION OF LOTS 1, 2, 3, 4, 5 AND 6 IN TOWN OF RAND, IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PART OF THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS 1, 2, 3, 4, 5, 6 AND 7 LYING EASTERLY OF THE WESTERLY LINE OF LOT 7 EXTENDED SOUTHERLY, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOTS 1 THROUGH 6, INCLUSIVE, IN TOWN OF RAND, A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EASTERLY OF AND ADJOINING BLOCK 3 OF JOHN ALLES JR.'S SUBDIVISION, TOWNSHIP AND RANGE AFORESAID, AND WHICH LIES SOUTH OF THE SOUTH LINE OF RIVER STREET EXTENDED EAST AND WHICH LIES NORTH OF THE SOUTH LINE OF THE VACATED ALLEY SOUTH OF AND ADJOINING SAID BLOCK 3 AND SAID LINE EXTENDED EAST, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1651, 1655 and 1657 River Street, Des Plaines, Illinois 60016

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Open County Clarks Office

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