UNOFFICIAL COPY 1528 486

THIS INDENTURE, Made August 1, 1991 19 , between ALBANY BANK AND TRUST COMPANY N.A., an association organized under the laws of the United States of America, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated July 16, 1990 and known as trust number. rsuance of a Trust Agreement dated JULY LD, 1990 and known as trust number . . herein referred to as "First Party," and ALBANY BANK AND TRUST COMPANY N.A., as witnesseth THAT, WHEREAS First Party has concurrently herewith executed an instalment hote bearing even date herewith in the Principal Sum of One Hundred Thousand and 00/100 -- -- -- -- -- -- -- -- (\$100,000.00) -- -- -- -- -- -- Dollars, made payable to ALBANY BANK AND TRUST COMPANY N.A., and delivered, in and by which said Note the First Party promises

to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter

XXXXX. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; maturity at the highest lawful rate per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as the holders of the

a lender willing to lend you the money at prevailing market rates, which may be considerably higher than the interest rate on this loan. A late charge in the amount of --- \$ of this monthly payment due heraunder will be assessed for any payment made more than 15 days after the

NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and list vions of this mortgage and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents, grant, remise, release, alien and convey unto the Mortgagee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF COOK AND STATE OF ILL NOIS, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO

91 528 486

91528486

DEPT-DI RECORDING

TEAST TRAN 4812 10/09/91 14:23:00 COOK COUNTY RECORDER 28488

Commonly known as 3941-57 S. Keeler, Chicago, IL

P.I.N. #19-03-201-039 and 041

with the property hereinatter described, is referred to herein as the 'nyelises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, is successors or assigns may be entitled thereto (which are pleaged primarily and on a parity with said real estate at not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply test, gas, air conditioning, water, light, power, refrigeration (whether single units or cantrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, neder beds; awnings; stoves and were heaters. All of the foregoing are declared to be a part of said real estate who we only italia attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and essigns, forever, or the purposes.

and upon the uses and trusts herein set forth. IT IS FURTHER UNDERSTOOD AND AGREED THAT:

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promotly repair; restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed: (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any includent extractory evidence of the discharge of such prior lien to Mortgagee; (4) complete within reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty straches all general taxes, and pay special taxes,

Special assessments, water charges, sewer service charges, and othe charges against the premises when due, and upon written reduest, to furnish to Mortgagee duplicate receipts therefor; (6) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby?

all in companies satisfactory to the Mortgagee under insurance policies payable, in case of loss or damage, to Mortgagee for the penetic of Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies. to Mortgagee, and in case of insurance

NAME D

Prepared By: W. Barter

Albany Bank & Trust Co., N.A.

MAIL TO-STREET 3400 W. Lawrence Avenue

Chicago, IL 60625

For Recorders Index Purposes Insert Street Address of Above Described Property Here

3941-57 S. Keeler

Chicago, Illinois

Ε CITY

RECORDER 15 TEFFEE BOX HUMBER

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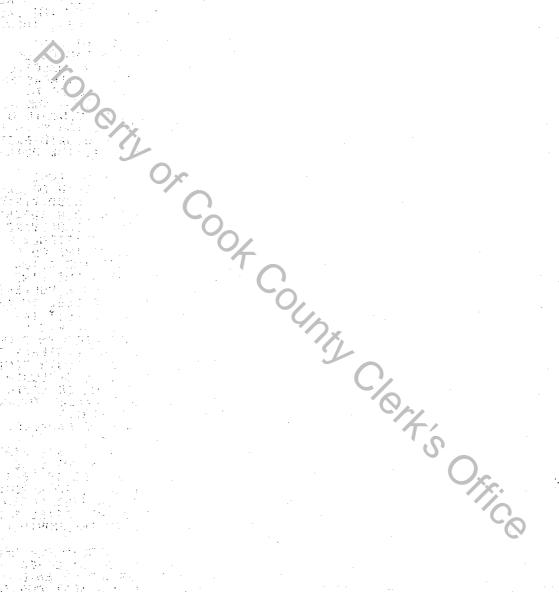
PARCEL 1: THAT PART OF LOT "B" IN THE SUBDIVISION OF THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTH EAST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 LAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN THE RECORDER'S OFFICE, COOK COUNTY, FLLINGIS, ON SEPTEMBER 5, 1893, IN BOOK 59 OF PLATS, PAGE 32, AS DOCUMENT NUMBER 1920171, BOUNDED AND DESCRIBED AS FOLLOWS

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SOUTH KEELER AVENUE (A PRIVATE STREET), HEREINAFTER DEFINED, WITH A LINE WHICH IS 392.50 FEEL NORTH FROM AND PARALLEL WITH THE NORTH EINE OF WEST AOTH STREET (A PRIVATE STREET), HEREINAFTER DEFINED AND RUNNING THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 210.84 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH AND 210.84 FEET EAST FROM THE EAST LINE OF SAID SOUTH KEELER AVENUE AD DISTANCE OF 113.67 FEET. THENCE LINE OF SAID SOUTH KEELEH AVENUE, A DISLANCE OF 113.67 FEET; THENCE

NORTH EASTWARDLY ALONG THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED COURSE, CONVEX TO THE NORTH WEST AND HAVING A RADIUS OF 276.56 FECT: A DISTANCE OF 203, 13 FEET TO THE POINT OF INTERSECTION OF SAID ARC WITH A LINE 60 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM AND PARALLEL WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE GULF, MOBILE AND OHIO BALLEROAD COMPANY (FORMERLY THE CHICAGO AND ALTON THE LAST DESCRIBED. RAILROAD COMPANY: THENCE SOUTHWESTWARDLY ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 303,89 FEET TO ITS INTERSECTION WITH THE EAST LINE OF SAID SOUTH KEELER AVENUE: THENCE SOUTH ALONG SAID EAST LINE OF SOUTH KEELER AVENUE, A DISTANCE OF 186,41 FEET TO THE POINT OF BEGINNING.

THE FOREGOING DESCRIBED IS BASED UPON THE FOLLOWING DEFINITIONS:
SOUTH KEELER AVENUE (A PRIVATE STREET) IS DEFINED AS A STRIP OF LAND
66 FEET IN WIDTH, LYING IN LOT "A" AND IN LOT "B" OF THE SUBDIVISION
RECORDED IN BOOK 59 OF PLAIS, AT PAGE 32, AS DOCUMENT NUMBER 1924571,
EXTENDING FROM THE NORTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD TO
A LINE WHICH IS SO FEET, MEASUATE PERPENDICULARLY, SOUTHEASTERLY FROM
AND PARALLEL WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE GULF, AND PARALLEL WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE GULF, MOBILE, AND OHIO RAILROAD COMPANY (FORMERLY THE CHICAGO AND ALTON RAILROAD COMPANY), THE WEST LINE OF SAID STRIP IS A STRAIGHT LINE PARALLEL TO AND 1151.05 FEET WEST OF THE WEST LINE OF SOUTH PULASKI ROAD. THE EAST LINE OF SAID STRIP IS A STRAIGHT LINE PARALLEL TO AND 66 FEET EAST OF THE WEST LINE OF SAID STRIP. WEST 40TH STREET (A PRIVATE STREET) IS DEFINED AS A STRIP OF LAND, 66 FEET IN WIDTH, LYING IN LOT "A" AND IN LOT "B" OF THE SUBSTITION RECORDED IN BOOK 59 OF PLATS, PAGE 32, AS DOCUMENT NUMBER 1924571, EXTENDING EASTERLY FROM A LINE PARALLEL TO AND 655.93 FEET EAST OF THE NORTH AND SOUTH CENTER LINE OF SECTION 3, SAID PARALLEL LINE BEING THE FAST LINE OF SOUTH KILDARE BOULEVARD, TO ITS INTERSECTION WITH THE MEST LINE OF SOUTH FULASKI ROAD. THE NORTH LINE OF SAID STRIP IS A LINE PARALLEL TO AND 1085 FEET NORTH OF THE NORTH LINE OF SAID STRIP OF LAND. THE PARALLEL TO AND 66 FEET SOUTH OF THE NORTH LINE OF SAID STRIP OF LAND. THE NORTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD (A PRIVATE STREET) AND SAID NORTH LINE EXTENDED IS HEREBY DEFINED AS A STRAIGHT LINE STREET) AND SAID NORTH LINE EXTENDED IS HEREBY DEFINED AS A STRAIGHT. AND SAID NORTH LINE EXTENDED IS HEREBY DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3, 465.76 FEET NORTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 3, TO A POINT ON THE NORTH AND SOUTH CENTER LINE OF SECTION 3, 464.08 FEET NORTH OF THE SAID EAST AND WEST CENTER LINE OF SECTION 3, 464.08 FEET NORTH OF THE SAID EAST AND WEST CENTER LINE, THE SOUTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD IS 80 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD.

THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 IS HEREIN DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SECTION 3, MEASURED 2548, 14 FEET WEST FROM THE NORTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2642, 84 FEET EAST FROM THE NORTH WEST CORNER OF SAID SECTION 3 TO A POINT ON THE SOUTH LINE OF SAID SECTION 3.



MEASURED 2669.37 FEET WEST FROM THE SOUTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2668.04 FEET EAST FROM THE SOUTH WEST CORNER OF SAID

SECTION 3.

THE EAST AND WEST CENTER LINE OF SAID SECTION 3 IS HEREIN DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3. MEASURED 2597, 19 FEET SOUTH FROM THE NORTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2699, 84 FEET NORTH FROM THE SOUTH EAST CORNER OF SAID SECTION 3 TO A POINT ON THE WEST LINE OF SAID SECTION 3. MEASURED 2598, 77 FEET SOUTH FROM THE NORTH WEST CORNER OF SAID SECTION 3 AND MEASURED 2591, 19 FEET NORTH FROM THE SOUTH WEST CORNER OF SAID SECTION 3.

ZEOB, 77 FEET SOUTH FROM THE NORTH WEST CORNER OF SAID SECTION 3 AND MEASURED 2861.19 FEET NORTH FROM THE SOUTH WEST CORNER OF SAID SECTION 3, IN COOK COUNTY, ILLINO'S PARCEL 2: THAT PART OF LOT A AND OF LOT B IN THE SUBDIVISION OF THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTH EAST 1/4 LYING SOUTH OF THE ILLINO'S AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE. COOK COUNTY, ILLINO'S SEPTEMBER 5, 1893 IN BOOK 59 OF PLATS, PAGE 32 AS DOCUMENT 1924571 BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SOUTH KEELER AVENUE (A PRIVATE STREET) (SAID WEST STREET LINE DEING A LINE 1151.05 FEET WEST FROM AND PARALLEL WITH THE WEST LINE OF SOUTH PULASKI ROAD) WITH A LINE WHICH IS 60 FEET MEASURED PERPENDICULARLY SOUTHEASTETLY FROM AND PARALLEL WITH THE SOUTHEASTETLY RIGHT OF WAY LINE OF GULF MOBILE AND OHIO RAILBOAD XO (FORMERLY THE CHICAGO AND ALTON RAILBOAD COMPANY) AND RUNNING THENCE NORTH A LONG THE WEST LINE OF 34.05 FEET TO A POINT WHICH IS 37.21 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY RIGHT OF WAY LINE OF THE GULF MOBILE AND OHID RAILBOAD COMPANY THENCE NORTH ASTERLY LONG A STRAIGHT LINE A DISTANCE OF 354.85 FEET TO A POINT WHICH IS 37.76 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY RIGHT OF WAY LINE OF THE GULF MOBILE AND OHID RAILBOAD COMPANY THENCE NORTH ASTERLY FROM SAID SOUTHEASTERLY RIGHT OF WAY LINE OF THE GULF MOBILE AND OHID RAILBOAD CONVEX TO THE NORTH WEST. AND HAVING A SADUIS OF 197.10 FEET A DISTANCE OF 43.34 FEET TO A POINT WHICH IS 32.37 FEET NORTHEASTERLY RIGHT OF WAY LINE THENCE SOUTH WESTERLY ALONG A SIDALED PERPENDICULARLY, SOUTHEASTERLY FROM AND PARALLEL RITH THE SOUTHEASTERLY RIGHT OF WAY LINE THENCE SOUTH WESTERLY ALONG THE ARC OF CIRCLE, CONVEX TO THE NORTH WEST. AND HAVING A SADUIS OF 197.10 FEET A DISTANCE OF 43.34 FEET TO A POINT WHICH IS 32.37 FEET NORTHEASTERLY FROM THE POINT OF BEGINNING IN COUK

PARCEL 2: 1HAT PART OF LOT A AND OF LOT B IN THE SUBDIVISION OF THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTH EAST 1/4 LYING SOUTH OF THE HILLINDIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN THE RECORDER'S OFFICE, COOK COUNTY, ILLINDIS, SEPTEMBER 5, 1893, IN COOK

RECORDER'S OFFICE, COOK COUNTY, ILLINOIS, SEPTEMBER 5, 1893, IN COOK
59 OF PLATS, PAGE 32, AS DOCUMENT NUMBER 19245/1, BOUNCED AND
DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INFRSECTION OF THE
WEST LINE OF SOUTH KLELER AVENUE (A PRIVATE STREET), (SAID WEST STREET
LINE OF SOUTH PULASKI ROAD), WITH A LINE WHICH IS GO FEGT MEASURED
PERPENDICULARLY, SOUTHEASTERLY FROM AND PARALLEL WITH THE WEST
LINE OF SOUTH PULASKI ROAD), WITH A LINE WHICH IS GO FEGT MEASURED
PERPENDICULARLY, SOUTHEASTERLY FROM AND PARALLEL WITH THE
SOUTHEASTERLY RIGHT OF WAY LINE OF GULF MOBILE AND OHIO PAIL ROAD
COMPANY (FORMERLY THE CHICAGO AND ALTON BAILBOAD COMPANY) AND RUNNING
THENCE NORTH ALONG THE WEST LINE OF SAID SOUTH KEELER AVENUE PRODUCED
NORTH, A DISTANCE OF 24.55 FEET TO A POINT WHICH IS 37.21 FEET
MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM SAID SOUTHEASTERLY RIGHT
OF WAY LINE OF THE GULF MOBILE AND OHIO RAILBOAD COMPANY; THENC'S
NORTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 354.85 FEET TO A
POINT WHICH IS 37.76 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY
FROM SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE SOUTHWESTWARDLY
ALONG THE ARC OF A CHRCLE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS
OF 197.1D FEET, A DISTANCE OF 43.34 FEET TO A POINT WHICH IS 326.87
FEET NORTHEASTWARDLY FROM THE POINT OF BEGINNING AND ON SAID LINE
WHICH IS BO FEET, MEASURED PERPENDICULARLY SOUTHEASTERLY FROM AND
PARALLEL WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE GULF, MOBILE
AND OHIO RAILBOAD COMPANY; AND THENCE SOUTHWESTWARDLY ALONG SAID
IN COOK COUNTY, ILLINOIS.

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about to expire, to deliver repeat of licies not less than sendays plone of the respective pate of expiration; then Mortgagee may, but need not, make any payment or perform any act nere impeters set fortifing by firm and manner desmedes expedient, and may, but need not, make full or partial payments of principal or interest on prior encumnances, if any, and purchase, discharge, compromise or settle any tax lies or other prior lies or title or claim thereof, or reteem from any tex sale or forfaiture affecting said 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 tees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien nereof, plus reasonable compared to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indeptedness secured hereby and shall become immediately que and payable without notice and with interest thereon at the highest lawful rate per annum. Imaction of Mortgagee shall never be considered as a waiver of any right accruing to inighest labitualizate per annum. Thraction of mortgagee shall never be considered as a waiver of any right occurring to it? on account of any of the provisions of this paragraph.

2. The Mortgagee hereby secured 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 acy of such pairs, Statement of Section 1. Section 2. S due and payable parkinged acceptance transcripted and continue to the presentation of the failure of First Party or its successors as assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys! fees, Mortgagee's fees, appraiser's fees, 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 such abstracts of title, title searches and examinations, guarantee policies. Torrens cartificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had bursuant 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 mentions, shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the highest lawful rate per annum, when paid or incurred by Mortgagee in connection with (s) with interest thereon at the highest lawful rate per annum, when paid or incurred by Mortgagee in connection with (s) 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; or (b) preparations for the commencement of end and for the foreclosure hereof after accrual of such right to foreclosure whether or not actually commenced; or (c) precipations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whather or not actually commenced. premises or the security hereof whather or not actually commenced.

5. The proceeds of any foreclaster sale of the premises shall be distributed and applied in the following order of priority: First, an account of all rasts and expenses incident to the foreclosure proceedings, including 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 the evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpail of the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear. It be chosen by the mortgagee and which may be the mortgagee.

6. 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 either before or after sale. Without notice, without regard to the solvency or insulvancy of the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupie as a homesteed or not and the Mortgagee hereunder may be appointed as such receiver, such receiver shall have power on a left the rents, issues and profits of said premises during the pendancy of such foreclosure suit and, in case of a side and a deficiency, during the full statutory period of reassigns, except for the intervention of such receiver, while be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of an inch cases for the protection, possession, control, management and operation of the premises during the whole of an inch cases for the protection, possession, control, management and operation o 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 lien hereof or of such deci of a sale and deficiency. 7. Mortgagee shall have the right to inspect the premises at all mesonable times and access thereto shall be permitted for that purpose. 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, except in case of its own gross negligence or misconduct or that of the agents or employees of Mortgagee, and it may require indemnities satisfactory to it before exercising any power herein given. 9. Mortgages shall release this mortgage and the lien thereof by proper instrument when all indebtedness secured by this mortgage has been fully paid.

10. For prepayment privilege, see Note hereby secured.

11. In addition to payments to principal and interest hereinabove provided, the Mortgagors shall pay each month to the Mortgagee, 1/12th of the annual general real estate taxes assessed or to be assessed against said premises. The Mortgages, 1/12th of the annual general real estate taxes assessed or to be assessed against said premises.

12. The Mortgagors are prohibited from selling, conveying, assigning the beneficial interest in and to, entering into Articles of Agreement for the sale of, leasing, renting, or in any manner transferring title to the mortgaged premises without the prior written consent of the Mortgages. Failure to obtain prior written consent shall constitute a default hereunder entitling the Mortgages to declare the whole of the debt immediately use and payable.

13. The Mortgages at its sale option, reserves the right to extend, modify or renew the Natr Secured hereby at any time and from time to time. This mortgage shall secure any and all renewals or extensions of tra whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon and any constitution of extensions of the approach to the vehicle of the payable of the pa of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may b, agreed upon and any such renewals or extensions of any change in the terms or rate of interest shall not impair in any runner the validity of or priority of this mortgage nor release the Mortgagors from personal liability for the indebtedness hereby secured. In the event of any extensions, modifications or renewals, extension agreements shall not be necessary and need not be filed. filed.

14. Mortgagors agree that until said Note and any extension or renewal thereof and also any and all other indebted oness of Mortgagors to the Mortgagoe heretofors or hereafter incurred, and without regard to the nature thereof, shall oness of Mortgagors to the Mortgagoe heretofors or hereafter incurred, and without regard to the nature thereof, shall oness of Mortgagors to the Mortgagoe heretofors or hereafter incurred, and without regard to the nature thereof, shall oness of Mortgagors agree that until said Note and any extension or renewal thereof and also any and all other indebted oness of Mortgagors to the Mortgagoe heretofors or hereafter incurred, and without regard to the nature thereof any and all other indebted on the mortgagors agree that until said Note and any extension or renewal thereof and also any and all other indebted on the nature thereof any account of the Mortgagors to the Mortgagoe heretofors or hereafter incurred, and without regard to the nature thereof, shall only the mortgagor of the Mortgagor of the Note of the have been paid in full, Mortgagors will not, without the prior written consent of the Mortgages (i) creets or permit any lien or other encumbrance (other than presently existing liens and liens securing the payment of loans and advances made to them by Mortgagee) to exist on said real estate, or (ii) transfer, sell, convey or in any manner dispose of soid real estate. 15. The real estate described herein shall secure the obligations and shall also secure any other liabilities, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, of Mortgagor or its successors and assigns; provided, however, that in no event shall this mortgage secure indeptedness of the Mortgagor to the Mortgagor in an amount exceeding \$ 500,000.

16. The Mortgagors hereby waive any and all rights of radamption from sale under any order or decree of foreclosure pursuant to rights herein granted on behalf of the Mortgagors, the Trust Estate, and all persons beneficially interested therein and each and every person acquiring any interest in, or title to, the premises described herein subsequent to the date of this mortgage, and on behalf of all other persons to the extent permitted by the provisions of Chapter 110, Section 15-1601(h) titled Described Section 15-1601(h) Section 15-1601(b), Illinois Revised Statutes,

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THIS MORTGAGE is executed by ALBANY BANK AND TRUST COMPANY N.A., not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said ALBANY BANK AND TRUST COMPANY N.A. hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said First Party or on said ALBANY BANK AND TRUST COMPANY N.A., personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied thet may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgages and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said ALBANY BANK AND TRUST COMPANY N.A., personally are concerned, the Mortgages shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, ALBANY BANK AND TRUST COMPANY N.A., not personally but as Trustee as aforesaid, has caused these presents to be signed by its Land Trust Officer and its corporate seal to be hereunto affixed and attested by its Vice President, the day and year first above written.

ALBANY BANK AND TRUST COMPANY N.A., as Trustee aforesaid and personally,

Land Trust Officer Vice-President

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County in the State aforesaid.

DO HEREBY CERTIFY that the above-named base Trust Officer and Vice-President of ALBANY
FINK AND TRUST COMPANY N.A., who are personally known to me to be the same persons whose
haves are subscribed to the foregoing instrument, appeared before me this day in person
and atknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the user and purposes therein set forth, and the said Land Trust Officer then and there acknowledged that said Land Trust Officer, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Land Trust Officer's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid. Or the uses and purposes therein set forth.

Find and Notarial Seal this 2ndday of Given under

GRACE E STANTON Notary Public Cook County, Illinois My Commission Expires Feb. 17, 1982

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