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DEPT-01 RECORDING \$17.50
142222 TRAM 4758 12/31/91 12:49:00
#0597 * - 91-693817
COOK COUNTY RECORDER

91693517

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REAL ESTATE MORTGAGE
To Secure a Loan
From BRICKYARD BANK

DATE AND PARTIES The date of this Real Estate Mortgage Mortgage is December 18, 1991, and the parties and their mailing addresses are the following:

MORTGAGOR

SAMUEL FRUMKIN
6730 EAST PRAIRIE RD
LINCOLNWOOD IL 60645
Social Security # 359-66-6693
HUSBAND OF PAULINE FRUMKIN

PAULINE FRUMKIN
6730 EAST PRAIRIE RD
LINCOLNWOOD IL 60645
Social Security # 320-68-2409
WIFE OF SAMUEL FRUMKIN

MORTGAGEE

BRICKYARD BANK
an Illinois Banking Corporation
6676 North Lincoln Ave
Lincolnwood, Illinois 60645-4601
Tax ID # 36-0993012
as Mortgagee

DEFINITIONS DEFINED The term "Obligations" is defined as and includes the following:

- A. A promissory note, No. 5752745, Note dated December 18, 1991, with a maturity date of December 18, 1997, and executed by SAMUEL FRUMKIN and PAULINE FRUMKIN. Borrower's payments to the order of Bank by all evidences of a loan (loan to Bank) with the amount of \$10,000.00 plus interest and all other costs, hereinafter provided, shall be due.
- B. All sums advanced by Bank to Borrower, whether or not the Mortgage is specifically intended to finance the purchase of real estate, will be due to such future and additional indebtedness.
- C. All additional sums advanced and expenses incurred by Bank for the purpose of financing, protecting, or otherwise protecting the Property, as herein defined, and all other sums advanced and expenses incurred by the parties to the Mortgage, plus interest as herein provided, shall be due to Bank as provided in any instrument hereinafter provided.
- D. All other obligations now existing or hereafter arising by law or otherwise owing to Bank to the extent the title to the Property has been defined as security therefor, as stipulated by law, including but not limited to, state law, or judgments, advances made by Bank or Borrower, and all other obligations in behalf as authorized by this Mortgage and included as quantum of indebtedness of Borrower to Bank, due to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, joint and several.
- E. Borrower's performance of the terms of the Note or of any Mortgage, performance of any terms of the Mortgage, and Borrower's and Mortgagee's performance of any terms of any deed of trust, any deed in lieu of mortgage, any deed to secure debt, any security agreement, any assignment, any construction, oral agreement, any lease agreement, any agreement of beneficial interest, any quantum agreement or any other agreement which secures, guarantees or otherwise relates to the Note or this Mortgage.

Notwithstanding this Mortgage will not secure another debt:

- A. If the Mortgage is in Borrower's principal dwelling and Bank fails to provide to all persons entitled, any notice of right of redemption required by law for such other debt;
- B. If Bank fails to make any disclosure of the existence of the Mortgage required by law for such other debt.

MAXIMUM OBLIGATION LIMIT. The total principal amount (plus all interest, attorneys' fees, paralegal fees, costs and other legal expenses) of the Obligations secured by this Mortgage, not including, however, any sums advanced for the protection of the Property or Bank's interest therein, shall not exceed the sum of \$10,000.00, provided, however, that nothing contained herein shall constitute a commitment to

1575 SR 100 407
Chicago IL 60647

PAID TO BANK

91693517

17.50

4 CONVEYANCE. In consideration of the Loan and Obligations, and to secure the Obligations (which includes the Note according to its specific terms and the obligations in this Mortgage), Mortgagor hereby bargains, grants, mortgages, sells, conveys and warrants to Bank, as Mortgagee, the following described property (Property) situated in COOK County, ILLINOIS, to-wit:

LOT 37 AND THE SOUTH 1/2 OF LOT 38 IN BLOCK 2 IN LINCOLN AVENUE GARDENS BEING A SUBDIVISION IN THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PIN: 10-35-301-041

The Property may be commonly referred to as 6732 EAST PRAIRIE RD., LINCOLNWOOD, IL 60445

such property constituting the homestead of Borrower, together with all buildings, improvements, fixtures and equipment now or hereafter attached to the Property, including, but not limited to, all heating, air conditioning, ventilation, plumbing, cooling, electrical and lighting fixtures and equipment, all landscaping, all exterior and interior improvements, all easements, issues, rights, appurtenances, rents, royalties, oil and gas rights, privileges, proceeds, profits, water, water rights, and water stock, crops, grass and timber at any time growing upon said land, including replantments and additions thereto, all of which shall be deemed to be and remain a part of the Property. The term "Property" further includes, but is not limited to, any and all wells, water, water rights, ditches, lateral, canals, reservoirs, reservoir sites and dams, appurtenant, connected with, or attached to the Property, whether or not evidenced by title or shares in an association or corporation now or hereafter evidenced. All of the foregoing Property shall be collectively hereinafter referred to as the Property. To have and to hold the Property, together with the rights, privileges and appurtenances thereto belonging, unto Bank forever to secure the Obligations. Mortgagor does hereby warrant and defend the Property unto Bank forever, against any claim or claims, of all persons claiming or to claim the Property or any part thereof. Mortgagor further releases and waives all rights under and by virtue of the homestead laws and exemption laws of the state of ILLINOIS.

5 LIENS AND ENCUMBRANCES. Mortgagor warrants and represents that the Property is free and clear of all liens and encumbrances whatsoever, except: MORTGAGE DATED MAY 7, 1986 AND RECORDED MAY 15, 1986 AS DOCUMENT NO. 66194822 MADE BY SEMYON FRUMKIN AND POLINA FRUMKIN, HIS WIFE, TO SECURE AN INDEBTEDNESS OF \$93,000.00 MORTGAGE DATED NOVEMBER 3, 1989 AS DOCUMENT NO. 8956071 MADE BY SAMUEL FRUMKIN AND PAULINE FRUMKIN, HIS WIFE, TO BRICKYARD BANK, TO SECURE AN INDEBTEDNESS OF \$18,000.00 MORTGAGE DATED DECEMBER 19, 1990 AND RECORDED JANUARY 2, 1991 AS DOCUMENT NO. 91001252 MADE BY SAMUEL FRUMKIN AND PAULINE FRUMKIN, HIS WIFE TO BRICKYARD BANK, TO SECURE AN INDEBTEDNESS OF \$10,000.00. Mortgagor agrees to pay all claims when due that might result, if unpaid, in the foreclosure, execution or imposition of any lien, claim or encumbrance on or against the Property or any part thereof. Mortgagor may in good faith contest any such lien, claim or encumbrance by posting any bond in an amount necessary to prevent such claim from becoming a lien, claim or encumbrance or to prevent its foreclosure or execution.

6 ASSIGNMENT OF LEASES AND RENTS. Mortgagor hereby absolutely assigns as additional security all present and future leases, and rents, issues and profits. Mortgagor also covenants and agrees to keep, observe and perform, and to require that the tenants keep, observe and perform, all of the covenants, agreements and provisions of any present or future leases of the Property, in case Mortgagor shall neglect or refuse to do so. Mortgagor, at Bank's option, perform and comply with the covenants, agreements and provisions of such lease covenants. Any sums expended by Bank in performance or compliance therewith or in enforcing such performance or compliance by the tenants (including costs, expenses, attorneys' fees and percentages) shall accrue interest from the date of such expenditures at the same rate as the Obligations and shall be paid by Mortgagor to Bank upon demand and shall be deemed a part of the debt and Obligations and recoverable as such in all respects.

7 EVENTS OF DEFAULT. Mortgagor shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default):

- A Failure by any party obligated on the Obligations to make payment when due, or
- B A default or breach by Borrower, Owner or any co-signer, endorser, surety, or guarantor under any of the terms of this Mortgage, the Note, any construction loan agreement or other loan agreement, deed to secure debt, deed of trust, trust deed, or any other document or instrument evidencing, guaranteeing, securing or otherwise relating to the Obligations, or
- C The making or furnishing of any verbal or written representation, statement or warranty to Bank which is or becomes false or incorrect in any material respect by or on behalf of Mortgagor, Borrower, or any one of them, or any co-signer, endorser, surety or guarantor of the Obligations; or
- D Failure to obtain or maintain the insurance coverages required by Bank or insurance as is customarily and proper for the Property (as herein defined); or
- E The death, dissolution or insolvency of, the appointment of a receiver by or on behalf of, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any one of them, or any co-signer, endorser, surety or guarantor, that
- F A good faith belief by Bank at any time that Bank is insecure with respect to Borrower, or any co-signer, endorser, surety or guarantor, that the prospect of any payment or that the Property (as herein defined) is impaired, or
- G Failure to pay or provide proof of payment of any tax, assessment, rent, insurance premium or escrow, escrow deficiency on or before its due date; or
- H A transfer of a substantial part of Mortgagor's money or property, or
- I If all or any part of the Property or any interest therein is sold, leased or transferred by Mortgagor except as permitted in the paragraph below entitled "DUE ON SALE OR ENCUMBRANCE."

8 REMEDIES ON DEFAULT. At the option of Bank, all or any part of the principal of and accrued interest on, the Obligations shall become immediately due and payable without notice or demand, upon the occurrence of an Event of Default or at any time thereafter. In addition, upon the occurrence of any of the Events of Default, Mortgagor shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default):

any event of Default, Bank, at its option, may immediately commence foreclosure proceedings and may immediately invoke any or all other remedies provided in this Note, Mortgage or related documents. All rights and remedies are distinct, cumulative and not exclusive, and Bank is entitled to all remedies provided by law or equity, whether or not expressly set forth.

BEFORE SALE OR ENCUMBRANCE. Bank may, at Bank's option, declare the entire balance with all accrued interest on the Obligations to be immediately due and payable upon the creation of any lien, encumbrance, transfer or sale of, or contract for any of the foregoing, the Property or any part thereof, by Mortgagor, except as stated below. The following events shall not cause the Obligations to be immediately due and payable:

- A. the creation of a lien or other encumbrance subordinate to Bank's security instrument which does not relate to a transfer of rights of occupancy in the Property;
- B. the creation of a purchase money security interest for household appliances;
- C. a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety;
- D. the granting of a leasehold interest of three years or less not containing an option to purchase;
- E. a transfer to a relative resulting from the death of Mortgagor;
- F. a transfer where the spouse or children of Mortgagor take an interest in the Property;
- G. a transfer resulting from a decree of dissolution of marriage requiring equitable distribution of marital or incidental property settlement agreement by which the spouse of Mortgagor becomes an owner of the Property;
- H. a transfer into an inter vivos trust in which Mortgagor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Property, assignment of beneficial interest in direct or indirect ownership, or any other transfer or disposition described in regulations promulgated by the Office of the Comptroller of the Currency of the United States in which a transfer is prohibited from constituting a divestiture of title.

In the preceding paragraph, the phrase "transfer or sale" includes the conveyance of any right, title or interest in the Property, whether voluntary or involuntary, by outright sale, deed, installment contract sale, land contract, contract for deed, leasehold interest with a term greater than 3 years, leasehold contract or any other method of conveyance of the Property, interest in the term "interest" includes, whether legal or equitable, any right, title or interest, claim, demand, or proprietary right, whether or not a lien, any of which is superior to the lien created by this Mortgage. The above restrictions with the property and shall remain in effect until their obligations and the Mortgage are fully paid. Bank may impose conditions on the transfer, sale or encumbrance, including, but not limited to, a fee for the transfer, an adjustment in the interest rate, a modification in any term of the Obligations or the payment plan, and an alteration of the prepayment charges, upon the condition of the acceptance of payment by Bank. Any such transfer shall not be deemed a waiver of interest if Bank elects to accelerate the Obligations. If Bank exercises such option to accelerate, Bank shall mail or otherwise notify Mortgagor in the address of Mortgagor on file on Bank's records, the date that provides for a period of not less than 30 days from the date the notice is mailed with which Mortgagor shall pay the sum declared due. Mortgagor fails to pay such sum prior to the expiration of such period, Bank may, without further notice, demand on Mortgagor, invoke any remedies permitted on Default.

FORECLOSURE. If an action is brought to enforce this Mortgage, in any part of the foregoing, Mortgagor agrees that the bank may be entitled to immediate possession as Mortgagor's possession of the Property to the extent not prohibited by law. The court may appoint a receiver to take possession of the Property and to collect and receive rents and profits therefrom. Any amounts so collected shall be used to pay taxes or provide insurance for payments of needed repairs and for any other expenses relating to the Property of the foreclosure proceeding, such expenses as are authorized by the court. Any sum remaining after such payments will be applied to the Obligations.

PROPERTY OBLIGATIONS. Mortgagor shall promptly pay all taxes, assessments, levies, water bills, other bills, insurance premiums and all amounts due on any encumbrances, if any, as they become due. Mortgagor shall pay the water, electric, gas, and other payments.

INSURANCE. Mortgagor shall insure and keep insured the Property against fire, lightning, theft, windstorm, hail, and other perils with extended coverage, including a sub-limit for theft, for the amount of value of the Property, with an insurable interest in the Property, in Bank and in all amounts acceptable to Bank. Such insurance shall cover the standard Mortgage risk and will apply to the full value of the Property, which the bank and the bank as mortgagee and loss payee. Such insurance shall also contain a provision whereby the insurer shall give Bank at all times, advance notice before the cancellation, termination or material change in coverage.

Mortgagor shall be liable to pay a fire or other hazard loss or damage claim rather than to repair, rebuild, or replace the Property lost or damaged. Bank may have the right to apply such insurance proceeds upon the obligations secured by this Mortgage to have the Property repaired or rebuilt. Mortgagor shall deliver or cause to be delivered evidence of such coverage and copies of all notices and renewals relating thereto. Bank shall be entitled to pursue any claim under the insurance if Mortgagor fails to promptly do so.

Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates. If Mortgagor fails to pay such premiums, Bank may, at its option, pay such premiums. Any such payment by Bank shall be repayable at demand of Bank at the demand made in accordance with the paragraph hereunder. (BANK MAY PAY)

WARRANTY. Mortgagor shall not alienate or encumber the Property to the prejudice of Bank's interest, or suffer any waste, impairment or deterioration of the Property, and regardless of natural depreciation, shall keep the Property and all its improvements at all times in good condition and repair. The term "waste" is used herein in its traditional sense and further, specifically includes, but is not limited to, hazardous waste. The term "hazardous waste" as used herein includes, but is not limited to, hazardous and/or toxic waste, substances, pollutants, and/or contaminants. Mortgagor shall comply with and not violate any and all laws and regulations regarding the use, ownership and occupancy of the Property. Mortgagor shall perform and abide by all covenants and restrictions under any declarations, covenants and other documents governing the use, ownership and occupancy of the Property.

- CONDITION OF PROPERTY.** As to the Property, Mortgagor shall:
- A. keep all buildings occupied and keep all buildings, structures and improvements in good repair;
 - B. refrain from the commission or allowance of any acts of waste or impairment of the value of the Property or improvements thereon;
 - C. not cut or remove, or permit to be cut or removed, any wood or timber from the Property, which cutting or removal would adversely affect the value of the Property;
 - D. not permit the Property to become subject to or contaminated by or with waste;
 - E. prevent the spread of noxious or damaging weeds, preserve and prevent the erosion of the soil and continuously practice approved methods of farming on the Property if used for agricultural purposes.

To the best of Mortgagor's knowledge, the Property does not contain hazardous and/or toxic waste, substances, pollutants and/or contaminants. Mortgagor makes this affirmative warranty fully intending Bank to rely upon it in extending the loan to its owner.

UNOFFICIAL COPY

HEAD FRONT AND BACK OF EACH PAGE FOR ANY REMAINING PROVISIONS

- 15 SPECIAL INDEMNIFICATION. Mortgagee agrees to protect, indemnify, defend and hold Bank harmless to the fullest extent possible by law and not otherwise, from and against all claims, demands, causes of action, suits, losses, damages (including, without limitation, punitive damages, if permitted by law), violations, environmental response and/or clean-up costs, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees, costs and expenses incurred in investigating and defending against the assertion of such liabilities, as such fees, costs and expenses are incurred, of any nature whatsoever, which may be sustained, suffered or incurred by Bank based upon, without limitation, the ownership and/or operation of the Property and all activities relating thereto; any knowing or material misrepresentation or material breach of warranty by Mortgagee, any violations of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and any other applicable federal, state or local rule, ordinance or statute; the clean-up or removal of hazardous waste or evaluation and investigation of the release or threat of release of hazardous waste; any loss of natural resources including damages to air, surface or ground water, soil and flora, and any private suits or court injunctions.
- 16 INSPECTION BY BANK. Bank or its agents may make or cause to be made reasonable entries upon the Property and inspect the Property provided that Bank shall make reasonable efforts to give Mortgagee prior notice of any such inspection.
- 17 PROTECTION OF BANK'S SECURITY. If Mortgagee fails to perform any covenant, obligation or agreement contained in the Note, this Mortgage or any loan documents or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, foreclosure, eminent domain, insolvency, housing or environmental code or law enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Bank, at Bank's sole option, may make such appearances, disburse such sums, and take such action as is necessary to protect Bank's interest. Mortgagee hereby assigns to Bank any right Mortgagee may have by reason of, any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance. Without Bank's prior written consent, Mortgagee will not partition or subdivide the Property.
- 18 COLLECTION EXPENSES. In the event of any default or action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagee agrees to pay all fees and expenses incurred by Bank. Such fees and expenses include but are not limited to filing fees, mortgagee's fees, costs of publication, foreclosure number, and other expenses of collecting, enforcing and protecting the Property and Obligations. Any such collection expenses shall be added to the principal amount of the Obligations, shall accrue interest at the same rate as the Obligations and shall be secured by this Mortgage.
- 19 ATTORNEYS' FEES. In the event of any default or action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagee agrees to pay reasonable attorneys' fees, paralegal fees and other legal expenses incurred by Bank. Any such reasonable attorneys' fees shall be added to the principal amount of the Obligations, shall accrue interest at the same rate as the Obligations and shall be secured by this Mortgage.
- 20 CONDEMNATION. In the event all or any part of the Property (including but not limited to any easement therein) is sought to be taken by private taking or by virtue of the law of eminent domain, Mortgagee will promptly give written notice to Bank of the institution of such proceedings and by any other person or corporation claiming or having the right of eminent domain or appropriation. Mortgagee further agrees and directs that all Mortgagee further agrees to notify Bank of any attempt to purchase or appropriate the Property or any easement therein, by any public authority or condemnation proceeds or purchase money which may be agreed upon or which may be found to be due shall be paid to Bank as a prepayment under the Note. Mortgagee also agrees to notify the Bank of any proceedings instituted for the establishment of any sewer, water, conservation ditch, drainage, or other district relating to or binding upon the Property or any part thereof. All awards payable for the taking of title to, or possession of, or damage to all or any portion of the Property by reason of any private taking, condemnation, eminent domain, change of grade, or other proceeding shall, at the option of Bank, be paid to Bank. Such awards or compensation are hereby assigned to Bank, and judgment therefor shall be entered in favor of Bank.
- 21 OTHER PROCEEDINGS. If any action or proceeding is commenced to which Bank is made or becomes a party by reason of the execution of the Note, this Mortgage, any loan documents or the existence of a proceeding in which Bank deems it necessary to appear or answer in order to protect its interests, Mortgagee agrees to pay and to hold Bank harmless for all labor, costs and expenses paid or incurred by Bank in such action or proceedings, including but not limited to reasonable attorneys' fees, paralegal fees, court costs and all other damages and expenses.
- 22 WAIVER BY MORTGAGEE. To the extent not specifically prohibited by law, Mortgagee hereby waives and releases any and all rights and remedies Mortgagee may now have or acquire in the future relating to:
 - A. homestead;
 - B. exemptions as to the Property;
 - C. appraisal;
 - D. marshalling of liens and assets; and
 - E. status of lienholders.
 In addition, redemption by Mortgagee after foreclosure sale is expressly waived to the extent not prohibited by law.
- 23 PARTIAL FORECLOSURE. In case of default in the payment of the Obligations or in case of payment by Bank of any tax, insurance premium, cost or expense or the filing, imposition or attachment of any lien, judgment or encumbrance, Bank shall have the right, without declaring the whole indebtedness due and payable, to foreclose against the Property or any part thereof on account of such specific default. This Mortgage shall continue as a lien on any of the property not sold on foreclosure for such unpaid balance of the Obligations.
- 24 BANK MAY PAY. If Mortgagee fails to pay when due any of the items it is obligated to pay or fails to perform when obligated to perform, Bank may, at its option:
 - A. pay, when due, installments of principal, interest or other obligations, in accordance with the terms of any mortgage or assignment of beneficial interest senior to that of Bank's lien interest;
 - B. pay, when due, installments of any real estate tax imposed on the Property or
 - C. pay or perform any other obligation relating to the Property which affects, at Bank's sole discretion, the interest of Bank in the Property
 Mortgagee agrees to indemnify Bank and hold Bank harmless for all the amounts so paid and for Bank's costs and expenses, including reasonable attorneys' fees.

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attorneys fees and paragon fees

payments when made by Bank shall be added to the principal balance of the obligations and shall bear interest at the rate provided for by the Note as of the date of such payment. Such payments shall be a part of this lien and shall be secured by this Mortgage having the benefit of the lien and to priority. Mortgagor agrees to pay and to reimburse Bank for all such payments.

GENERAL PROVISIONS

- A. **TIME IS OF THE ESSENCE** - Time of the discharge of Mortgagor's performance of all duties and obligations imposed by this Mortgage.
- B. **NO WAIVER BY BANK** - Bank's course of dealing or Bank's forbearance from delay in the exercise of any of Bank's rights, remedies, privileges or right to insist upon Mortgagor's strict performance of any provisions contained in this Mortgage or other loan documents shall not be construed as a waiver by Bank of any such rights, remedies, privileges or rights required by Bank. The acceptance by Bank of any partial payment or partial payment on the Obligations after the due date does not constitute a waiver of any such rights, remedies, privileges or rights. Bank's right to require full and complete cure of any existing default for which such actions by Bank were taken or its right to require prompt payment when due of any other remaining sums due under the obligations, nor will cure or waiver of any default not completely cured or any other defaults, nor operate as a defense to any Bank's cure proceedings, or deprive Bank of any right, remedy and privileges due Bank under the Note, this Mortgage or other loan documents, the law of equity.
- C. **AMENDMENT** - The provisions contained in this Mortgage may not be amended, except through a written amendment which is signed by Mortgagor and Bank.
- D. **FURTHER ASSURANCES** - Mortgagor, upon request of Bank, agrees to execute, acknowledge, deliver and record or file such further instruments or documents as may be required by Bank to secure the Note or comply with law.
- E. **GOVERNING LAW** - This Mortgage shall be governed by the laws of the State of Illinois, provided that such laws are not otherwise preempted by federal laws and regulations.
- F. **FORUM AND VENUE** - In the event of litigation pertaining to this Mortgage, the exclusive forum, venue and place of jurisdiction shall be in the State of Illinois, unless otherwise designated in writing by Bank or otherwise required by law.
- G. **SUCCESSORS** - This Mortgage shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties provided however that Mortgagor may not assign, transfer, encumber or otherwise dispose of the property subject to this Mortgage.
- H. **NUMBER AND GENDER** - Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- I. **DEFINITIONS** - The terms used in this Mortgage if not defined herein, shall have their meanings as defined in the other documents executed contemporaneously or in connection with this Mortgage.
- J. **PARAGRAPH HEADINGS** - The headings at the beginning of any paragraph or any sub-paragraphs in this Mortgage are for convenience only and shall not be decisive in interpreting or construing this Mortgage.
- K. **REMEDIES ENFORCE ABLE** - If any provision of this Mortgage shall be held unenforceable, then such provision shall be severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions of the entirety of this Mortgage.
- L. **CHANGE IN APPLICABILITY** - Mortgagor will notify Bank in writing prior to any change in Mortgagor's name, address, or other applicable information.
- M. **NOTICE** - All notices under this Mortgage must be in writing. Any notice given by Bank to Mortgagor hereunder will be effective upon personal delivery or 24 hours after mailing by first class certified mail postage prepaid addressed to Mortgagor at the address indicated below. Mortgagor's name on page one of this Mortgage. Any notice given by Mortgagor to Bank hereunder will be effective upon receipt by Bank at the address indicated below. Bank's name on page one of this Mortgage. Such address may be changed by written notice to the other party.
- N. **FINANCIAL STATEMENT** - Mortgagor agrees and acknowledges that this Mortgage and the Note are a financing statement and as such may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A copy of this Mortgage or other reproduction of the Mortgage is sufficient as a financing statement.

ACKNOWLEDGMENT - By the signatures below, Mortgagor acknowledges that the Mortgage has been read and agreed to and that a copy of the Mortgage has been received by the Mortgagor.

MORTGAGOR

SAMUEL FRUMKIN
Individually

PAULINE FRUMKIN
Individually

STATE OF ILLINOIS

COUNTY OF COOK

On this 25th day of December, 1991, I, Toni M. Constantine, a notary public, certify that SAMUEL FRUMKIN and PAULINE FRUMKIN 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 instrument as their free and voluntary act for the uses and purposes set forth therein.

My commission expires



Toni M. Constantine
NOTARY PUBLIC

UNOFFICIAL COPY

Initials

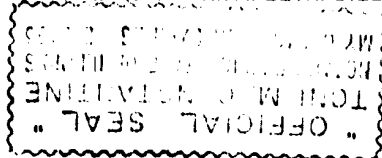
LEAD FRONT AND BACK OF EACH PAGE FOR ANY REMAINING PROVISIONS

Property of Cook County Clerk's Office

41526916

THIS IS THE LAST PAGE OF A 8 PAGE DOCUMENT. EXHIBITS AND/OR APPENDAS MAY FOLLOW. Please return this document after recording to BRICKYARD BANK, 6676 North Lincoln Ave., Lincolnwood, Illinois 60465-3631.

This document was prepared by BRICKYARD BANK, 6676 North Lincoln Ave., Lincolnwood, Illinois 60465-3631.



Toni M. Pauline
NOTARY PUBLIC

On this 18th day of December 1991, Toni M. Contantine, a notary public, certify that PAULINE FRUMKIN, WIFE OF SAMUEL FRUMKIN, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purpose set forth. My commission expires:

STATE OF ILLINOIS
COUNTY OF COOK