Mortgage for Corporation. **MORTGAGE** 91010767

This Indenture Witnesseth; That the undersigned, LASALLE NATIONAL TRUST, N.A., Successor Trustee to LaSalle National Bank, not personally but as trustee u/t/a dated April 12, 1976 a/k/a Trust #50607

a corporation organized and existing under the laws of herein referred to as "Mortgagor", does hereby mortgage and warrant to

COMMUNITY BANK AND TRUST COMPANY OF EDGEWATER **$ 16.00**

a Banking Association of the State of Illinois, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook, in the State of Illinois, to-wit:

Lots 67 and 68 in Block 2 in Zero Park, being Zero Marx Subdivision of Blocks 1 to 4 in S. H. Kerfoot's Resubdivision of Lots 1 to 20 both inclusive in Louis E. Henry's Subdivision of the South West 1/4 of the North West 1/4 of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as 1414-16 W. Berwyn, Chicago, Illinois

P.I.N. 14-08-117-039

TOGETHER with all the buildings and improvements now or hereafter erected thereon, including all gas and electric fixtures, plumbing, motors, boilers, furnaces, ranges, refrigerators, and all apparatus and fixtures of every kind, whether used for the purpose of supplying or distributing heat, refrigeration, light, water, air, power, or otherwise now in or which hereafter may be placed in any building or improvement upon said property; together with the rents, issues and profits of every name, nature and kind. It being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all leases and avails of said premises and the furnishings and equipment therein. Such rents, issues and profits shall be applied first to the payment of all costs and expenses of acting under such assignment, and second to the payment of any indebtedness then due or incurred hereunder.

TO HAVE AND TO HOLD the said property, with said appurtenances, apparatus and fixtures, unto said Mortgagee forever, for the uses herein set forth free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagors do hereby release and waive.

This mortgage is given to secure performance by the Mortgagor of the covenants herein contained and the payment of a certain indebtedness to the Mortgagee evidenced by an Obligation of even date herewith in the principal sum of TWO HUNDRED SIXTY TWO THOUSAND FIVE HUNDRED AND NO/100ths ----------Dollars ($ 262,500.00), payable, as follows:

Monthly principal and interest payments in the amount of $2,478.48 beginning February 4, 1991 and continuing monthly thereafter until maturity.

COOK COUNTY, ILLINOIS
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A. THE MORTGAGOR COVENANTS:

(1) To repay the mortgagee all sums paid by it under the terms of the obligation secured hereby, together with interest as therein provided, and to repay all other sums paid or advanced by the mortgagee hereunder, together with interest thereon at the rate ~~xxxxxxxxxxxxxxxx~~ whether such sums shall have been paid or advanced at the date hereof or at any time hereafter.

(2) To pay when due all taxes and assessments levied against said property or any part thereof under any existing or future law, and to deliver receipts for such payments to the Mortgagee promptly upon demand.

(3) Until said indebtedness is fully paid, or in case of foreclosure, until the expiration of the period of redemption, to keep the improvements now or hereafter on said premises insured for the full insurable value against damage by fire, tornado or other hazards, as the Mortgagee may require and in companies approved by its directors; and to pay or provide for payment of premiums on such insurance in any manner Mortgagee may request. Such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale and thereafter to the holder of any master's deed issued pursuant to such certificate of sale. In case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder, and in such case, the Mortgagor covenants to sign, upon demand, all receipts, vouchers and releases required to be signed by the insurance companies.

***PURSUANT TO THE TERMS AND CONDITIONS OF THAT CERTAIN NOTE OF EVEN DATE HEREWITH AND ANY RENEWAL OR EXTENSION THEREOF.

BOX 333-GG

(4) To commit or suffer no waste of such property, and to maintain the same in good condition and repair; to pay promptly all bills for such repairs and all other expenses incident to the ownership of said property in order that no lien of mechanics or materialmen shall attach to said property; and to suffer or permit no unlawful use of nor any nuisance to exist upon said property; not to weaken, diminish or impair the value of said property or the security intended to be effected by virtue of this mortgage by any act or omission to act; to appear in and defend any proceeding which, in the opinion of the Mortgagee, affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may be made a party defendant by reason of this mortgage.

(5) Not to permit or suffer without the written permission or consent of the Mortgagee being first had and obtained, the use of said premises for the manufacture, sale or dispensing of alcohol or alcoholic beverages, or any use of said property for a purpose other than that for which the same is now used or represented to be used; and not to permit any alterations, additions to, demolition or removal of any of the improvements now or hereafter upon said property, nor a sale, assignment or transfer of any right, title or interest in and to said property or any portion thereof.

(6) To provide for payment of taxes, assessments and insurance premiums the Mortgagor shall deposit with the Mortgagee on each monthly payment date an amount equal to one-twelfth of the annual taxes and assessments levied against said premises and one-twelfth the annual premiums of all such insurance, as determined by the amount of the last available bills. As taxes and assessments become due and payable and as insurance policies expire, or premiums thereon become due, the Mortgagee is authorized to use such deposits for the purpose of paying taxes or assessments, or renewing insurance policies or paying premiums thereon, and in the event any deficit shall exist in the amount of such deposits, the Mortgagor agrees to pay any difference forthwith.

B. THE MORTGAGOR FURTHER COVENANTS:

(1) That in case of failure or inability to perform any of the covenants herein, the Mortgagee may do any act it may deem necessary to maintain or repair said property or to protect the lien of this mortgage. Any monies paid or disbursed by the Mortgagee for any such purpose and all expenses and charges in connection therewith shall become so much additional indebtedness secured by this mortgage and, at the election of the Mortgagee, shall be forthwith due and payable, together with interest thereon at the highest rate for which it may then be lawful to contract, or shall be added to and included in the principal mortgage indebtedness. It shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys in that behalf, as herein authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for that purpose nor do any act hereunder, nor shall the Mortgagee incur personal liability because of anything it may do or omit to do hereunder.

(2) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured and any deposits made hereunder in the same manner as with the Mortgagor.

(3) That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of creditors, or if Mortgagor or Mortgagor's property be placed under control of or in custody of any political or judicial body, or if the Mortgagor abandons any of said property or conveys the same without first obtaining the written consent of the Mortgagee, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without impairing the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, without notice, to declare all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage.

(4) That if the time or terms of payment of the whole or any portion of the obligation secured hereby be extended or modified by the Mortgagee, the Mortgagor and guarantors thereof, and any person or persons hereafter assuming the payment thereof, or any part thereof, shall be held hereby to waive notice of and consent to such extensions and modifications and shall, notwithstanding such extension or modification, continue liable thereon to said Mortgagee, and shall pay the same at the time or times mentioned in any such extension or modification agreements, it being the intention hereof that the liability of the Mortgagor, sureties and guarantors shall, under all circumstances whatsoever, continue in its original force until said obligation and the interest thereon and any advancements that may be made by the Mortgagee, as herein authorized, are paid in full.

(5) That upon the commencement of any foreclosure proceedings hereunder, the court in which such suit is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under Mortgagor, and without regard to the then value of said premises or whether the same shall then be occupied by the owners of the equity of redemption, appoint a receiver with power to manage, rent, and collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, either before or after any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; and upon foreclosure and sale of said premises, there shall first be paid out of the proceeds of such sale a reasonable sum for plain-

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SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
DATED January 4, 1991 UNDER TRUST NO. 11-50607-00

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. 11-50607-00 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to pay said note or any interest that 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 hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF said Mortgagor has caused its corporate seal to be hereto affixed and this mortgage to be signed by its ASS'T VICE President and attested by its ASSISTANT Secretary, on the 4th day of January, A. D. 19 91, pursuant to authority given by resolutions duly passed by the of said corporation.

Said resolutions further provide that the obligation herein described may be executed on behalf of said corporation by its

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

LA SALLE NATIONAL TRUST, N.A., as Trustee as aforesaid and not individually

ATTEST: A Corporation.

By

ASSISTANT Secretary

ASS'T VICE President

STATE OF ILLINOIS, COUNTY OF COOK } ss.

I, the undersigned a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Corinne Bok ASS'T VICE President of the LA SALLE NATIONAL TRUST, N.A., and William H. Dillon ASSISTANT Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASS'T VICE President and ASSISTANT Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said ASSISTANT Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 4th day of January A. D. 1991

Notary Public

"OFFICIAL SEAL"
Kathy Pa
Notary Public, State of Illinois
My Commission Expires June 11 1992

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tiff's attorney's fees and also all expenses of advertising, selling and conveying said premises, and all moneys advanced, together with interest thereon as herein provided, for any taxes or other liens or assessments, outlays for documentary evidence, stenographer's charges, all title costs, master's fee, and cost of procuring or completing an abstract of title, guarantee policy or Torrens Certificate showing the whole title to said premises, and including the foreclosure decree and Certificate of Sale; there shall next be paid the principal indebtedness, whether due and payable by the terms hereof or not, and the interest due thereon up to the time of such sale, and the overplus, if any, shall be returned to the Mortgagor. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of said indebtedness after the preparation or filing of any suit, and prior to the entry of any judgment or decree, a reasonable sum for legal services rendered to the time of such payment shall be allowed, which together with any sum paid for continuation of evidence of title, court costs and stenographer's charges, and expenses of such proceedings, shall be additional indebtedness hereby secured.

(6) That each right, power and remedy herein conferred upon the Mortgagee is cumulative with every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the singular number, as used herein, shall include the plural; that all rights and obligation under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the Mortgagee.

The Mortgagor hereby waives any and all rights of redemption from sale under any decree foreclosing this mortgage.

SEE RIDER ATTACHED HEREO

IN WITNESS WHEREOF said Mortgagor has caused its corporate seal to be hereto affixed and this mortgage to be signed by its ASS'T VICE President and attested by its ASSISTANT Secretary, on the 4th day of January, A. D. 19 91, pursuant to authority given by resolutions duly passed by the of said corporation.

Said resolutions further provide that the obligation herein described may be executed on behalf of said corporation by its

SEE RIDER ATTACHED HEREO AND MADE A PART HEREOF

LA SALLE NATIONAL TRUST, N.A., as Trustee as aforesaid and not individually

A Corporation.

ATTEST:

By

ASSISTANT Secretary

ASS'T VICE President

STATE OF ILLINOIS, COUNTY OF COOK } ss.

I, the undersigned a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Corinne Bek ASS'T VICE President of the LA SALLE NATIONAL TRUST, N.A., and William H. Dillon ASSISTANT Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASS'T VICE President and ASSISTANT Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said ASSISTANT Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 4th day of January A. D. 1991

Notary Public

"OFFICIAL SEAL"
Kathy Pa
Notary Public, State of Illinois
My Commission Expires June 11, 1992

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RIDER ATTACHED TO MORTGAGE DATED January 4, 1991

SECURING AN OBLIGATION IN THE AMOUNT OF $262,500.00

TO COMMUNITY BANK AND TRUST COMPANY OF EDGEWATER

1. The amount due hereunder may be accelerated at the option of the Holder of the Note if the premises specifically described in this Mortgage are assigned, sold or transferred in any manner, including but not limited to deed, assignment, bill of sale or Articles of Agreement, without prior written acknowledgement of the Holder of the Note; prepayment by Debtor as described in the Note, to be made without penalty.

2. The amount due hereunder may be accelerated at the option of the Holder of the Note secured hereby if there is filed by or against Debtor or Guarantors, or any affiliate or subsidiary of any such, Debtor or Guarantors a petition in bankruptcy or insolvency or for reorganization or for the benefit of creditors unless within thirty (30) days after such occurrence, the proceeding is dismissed.

3. Without the Holder of the Note's written consent thereto, Debtor may not pledge as collateral security for any other loans obtained by either of them any of the collateral described therein.

4. Debtor hereby waive any and all rights of statutory redemption to the real estate described herein upon a foreclosure of the Mortgage.

5. Debtor and hereby agree to provide or cause to be provided to lender, upon Lender's request, current personal financial statements on Lender's form and the U.S. individual income tax returns of all Guarantors of the Note secured hereby and the compiled financial statements relative to the real estate described herein prepared by an independent certified public accountant and certified by the Guarantors to be complete and correct and the U.S. income tax returns and any and all related business statements Lender may require.

6. The amount due hereunder may be accelerated at the option of the Holder of the Note if the premises specifically described in this Mortgage or any portion thereof is abandoned, vacated or left unattended by the Debtor or the Guarantors thereof.

7. Debtor and each Guarantor hereof shall provide the Holder of the Note secured hereby, within 5 days of the receipt thereof, with all information on any incident which may cause a material change in the financial condition of Debtor or any such Guarantor or any affiliate or subsidiary of any such Debtor or Guarantor. Information as used herein shall include, but not be limited to changes in financial condition, claims, lawsuits, bankruptcies, tax assessments and/or death.

BY: _____
John D. Hoffman

LASALLE NATIONAL TRUST, N.A., Successor Trustee to LaSalle National Bank
BY: ~~not personally but as Trustee u/a/t~~ dated April 12, 1976 a/k/a Tr. #50607

BY: _____ ASST VICE PRESIDENT

Attest: _____ ASSISTANT SECRETARY

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