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PARTIAL ASSIGNMENT OF PROMISSORY NOTE AND MORTGAGE

WHEREAS, the undersigned Mortgagee, FIRST ILLINOIS BANK & TRUST (WILLOWBROOK), (hereinafter referred to as "Mortgagee/Assignor"), made a loan to MARQUETTE NATIONAL BANK, as Trustee under Trust Agreement dated September 26, 1978, and known as Trust Number 8706, in the principal sum of FOUR HUNDRED EIGHTY-EIGHT THOUSAND ONE HUNDRED ONE DOLLARS AND FORTY-FOUR CENTS (\$488,101.44), which loan was evidenced by a promissory note, a copy of which is attached as Exhibit "A" and made a part hereof, executed by MARQUETTE NATIONAL BANK, as Trustee under Trust Agreement dated September 26, 1978, and known as Trust No. 8706, and not personally, et al., and said promissory note was secured by a mortgage in favor of the undersigned Mortgagee/Assignor of the following described real estate:

LOT 24 AND LOT 25 IN BLOCK 13 IN COBE AND MCKINNON'S 63RD STREET AND CALIFORNIA AVENUE SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

which mortgage is attached as Exhibit "B" and made a part hereof; and

WHEREAS, the unpaid indebtedness on said loan is FOUR HUNDRED SEVENTY-ONE THOUSAND FOUR HUNDRED SIXTY-THREE DOLLARS AND THIRTY-NINE CENTS (\$471,463.39); and

WHEREAS, the AMERICAN EMPIRE SURPLUS LINES Insurance Company (hereinafter referred to as "Assignee"), issued its policy of insurance number 89 SF 68161 making loss, if any, to the insured real property payable to First Burlington Bank of Willowbrook subject to all limitations, terms and conditions as set forth in said policy; and

WHEREAS, the FIRST ILLINOIS BANK & TRUST (WILLOWBROOK) is the successor to the First Burlington Bank of Willowbrook; and

WHEREAS, Mortgagee/Assignor, as the owner and holder of said promissory note and of said mortgage has made claim under the aforementioned policy as a result of a certain loss by fire occurring on or about November 26, 1989, to said real property described in said policy and situated on the above described real estate; and

WHEREAS, the policy limit of liability for building loss was less than the amount of loss and less than the unpaid indebtedness on the loan as stated above; and

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 20____.

 Clerk of Cook County, Illinois

Property of Cook County Clerk's Office

01023855

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WHEREAS, said Assignee desires to pay to the undersigned Mortgagee/Assignor the amount of the loss to said insured property as determined under said policy, in connection with building coverage only (i.e., policy limits less the applicable deductible and the estimated amount retained for demolition expenses), the said Insurance Company/Assignee is legally subrogated to the extent of said payment of TWO HUNDRED FORTY-NINE THOUSAND DOLLARS AND NO CENTS (\$249,000.00), (TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$250,000.00) policy limits, less deductible of ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00)) to all rights of the undersigned Mortgagee/Assignor pursuant to said promissory note and mortgage, and is to and hereby does receive from the undersigned Mortgagee/Assignor partial assignment and transfer of said promissory note and mortgage; and

WHEREAS, Assignee must, prior to payment of the loss, assure itself that no demolition expense or lien remains unsatisfied. For that purpose, Assignee shall retain from the sum of TWO HUNDRED FORTY-NINE THOUSAND DOLLARS AND NO CENTS (\$249,000.00) paid, the sum of FIFTEEN THOUSAND FIVE HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS (\$15,525.00), as escrowee, for for the estimated amount, as determined by the City of Chicago, to be necessary to demolish the remaining structure on the real property. Upon receipt of the statement for the actual cost of demolition, the Assignee shall promptly pay at the City of Chicago's direction the amount of said statement, with the balance, if any, remaining to be paid directly to Mortgagee/Assignor c/o FIRST ILLINOIS BANK & TRUST (WILLOWBROOK), 730 Plainfield Road, Willowbrook, Illinois, 60521, Attention: Mr. Bruce H. Green, Vice President.

NOW THEREFORE, in consideration of the payment by said Insurance Company/Assignee of the sum of TWO HUNDRED FORTY-NINE THOUSAND DOLLARS AND NO CENTS (\$249,000.00), receipt of which is hereby acknowledged by the undersigned Mortgagee/Assignor, the undersigned Mortgagee/Assignor hereby releases and forever discharges said insurance company from all liability to the undersigned under said policy of insurance for building coverage only by reason of the aforementioned occurrence, and in further consideration of said payment, the undersigned hereby endorses, transfers and assigns said promissory note and mortgage, and all of its rights, title, and interest therein, to the AMERICAN EMPIRE SURPLUS LINES Insurance Company, to the extent of the payment of TWO HUNDRED FORTY-NINE THOUSAND DOLLARS AND NO CENTS (\$249,000.00).

This assignment is deemed to be a partial assignment as there will be a remaining obligation due and owing Mortgagee/Assignor after payment is made by Assignee. Notwithstanding any language to the contrary contained in the policy, the Bank shall in all respects retain its existing priority lien position upon the above described property for any amount due it after crediting the payment, receipt is hereby acknowledged.

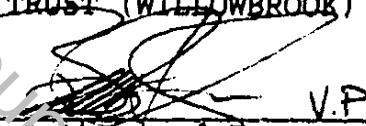
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While the Mortgagee shall be under no obligation to initiate legal action, it, however, agrees as part of the consideration paid herein to promptly notify the Assignee in writing by certified mail, of the commencement and/or pendency of any suit in foreclosure of said mortgage, the occurrence of any foreclosure sale of the above described property, the sale of said property at such foreclosure sale, and/or of the exercise of redemption rights or purported redemption rights, or the waiver thereof, by Mortgagor or by any other party. The Mortgagee/Assignor further agrees that, upon full satisfaction of its interest, it will promptly assign, transfer, and pay all money received from the Mortgagor, his successors, assigns or other third parties, in full or partial payment or satisfaction of said promissory note and mortgage, to the AMERICAN EMPIRE SURPLUS LINES Insurance Company. The Mortgagee/Assignor further agrees to promptly notify Assignee of all such money received, (after full satisfaction of its interest) and to account on a monthly basis for the receipt and allocation of all such additional funds.

DATED this 15th day of JANUARY, 1991.

ASSIGNOR, FIRST ILLINOIS BANK
& TRUST (WILLOWBROOK)

By:  V.P.
Its Authorized Representative

County of Cook Clerk's Office

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INSTALLMENT NOTE



First Illinois Bank

of Willowbrook & TRUST

730 Plainfield Road
Willowbrook, Illinois 60521
(312) 654-1300

FOR OFFICE USE ONLY

NAME <u>Roti Enterprises, Ltd. d/b/a</u>	
<u>Baretta's Cafe & Cabaret</u>	
COL CODE: _____	FDIC CODE: _____
INSIDER CODE: _____	
RENEWAL OF # _____	
NEW FUNDS:	
CR. TO ACCT. # _____	
CASHIER'S CK # _____	PAYABLE TO: _____
OTHER: _____	
DISBURSAL DATE: _____	

NOTE NUMBER _____

ACCOUNT NUMBER 0913279

MATURITY June 1, 1992

\$ 488,101.44

May 18, 19 89

FOR VALUE RECEIVED, the undersigned, jointly and severally, promises to pay to the order of

FIRST ILLINOIS BANK OF WILLOWBROOK (Bank)

Four Hundred Eighty Eight Thousand One Hundred One and 44/100*****Dollars
(\$ 488,101.44) payable in _____ (quarterly) (monthly) installments of
\$ 6,162.55 each (plus) (including) interest, beginning August 1, 19 89, and continuing on
the same date of each (quarter) (month) thereafter, and a final installment of the balance of unpaid principal and interest on
June 1, 19 92, with interest at the per annum rate of One & One Half percent (1.5 %) above Prime
payable (quarterly) (monthly) on the principal balance remaining from time to time unpaid.

Interest after Default or Maturity, whether by reason of acceleration or otherwise, shall accrue and be paid on the unpaid principal balance at the rate equal to adding three percent (3%) to the then interest rate.

If any payments of interest or the unpaid principal balance due under this Note becomes overdue for a period in excess of ten (10) days, the undersigned shall pay to the Bank a late charge of five cents (\$0.05) for each dollar so overdue in order to defray part of the increased cost of collection resulting from such late payments.

Interest on this Note shall be computed based upon a 360-day year for the actual number of days elapsed. Interest shall continue to accrue when payments received are not collected funds until such funds are, in fact, collected. Except as otherwise provided herein, all payments on this Note shall be applied first to all expenses of the Bank as hereafter provided; second, to all late charges due and owing as hereafter provided; third, to accrued interest on the unpaid principal balance of this Note; and the remainder to principal. All payments due on this Note shall be made at the main office of the Bank or such other place as the Bank may from time to time in writing designate. Any prepayment on the outstanding principal balance, at the option of the Bank, shall be applied to the installments hereunder in the inverse order of their maturities.

If payment becomes due and payable on a Saturday, Sunday or legal holiday under the laws of the State of Illinois, the due date shall be extended to the next business day.

As security for payment of the Liabilities, the undersigned hereby pledges or grants, or agrees to cause to be pledged or granted, to the Bank a continuing security interest in the Collateral described below, or described in the security agreement(s) referred to herein:

SEE RIDER ATTACHED HERETO

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The undersigned hereby irrevocably appoints the Bank as Attorney-In-Fact to execute on behalf of the undersigned any and all financing statements, amendments thereto and continuation statements, as well as documents of assignment, in order to perfect and maintain a security interest in the Collateral granted hereby. The Bank is authorized to execute and file such documents when, where, and as often as the Bank shall deem reasonable and to endorse in the name of the undersigned or Bank any item for payment on or proceeds of the Collateral.

The undersigned understands and agrees that the Bank shall have no duty or obligation to look to or realize upon the Collateral for payment, or to protect, preserve or care for the Collateral in any manner whatsoever or to marshal any assets for application in favor of the undersigned or against any of the Liabilities. The acceptance by the Bank of Collateral as security for the Liabilities, or any failure, neglect or omission on the part of the Bank to realize upon or to protect, preserve or care for any Collateral shall not in any way affect the Liabilities and the undersigned hereby waives all claims, rights (including rights of set-off) and defenses against the Bank. The undersigned agrees that the Bank shall have exercised reasonable care in the preservation and custody of the Collateral, if the Bank shall act in accordance with the undersigned's written instructions delivered to the Bank, but failure to do so shall not be deemed a failure to exercise reasonable care.

The undersigned hereby agrees to deliver additional Collateral to the Bank of such kind and value as in the Bank's sole option shall be satisfactory security for the payment of all Liabilities, should the Bank at any time deem itself insecure. The surrender of this Note, upon payment, renewal or otherwise, shall not affect the right of the Bank to retain the Collateral to secure any and all other Liabilities.

In addition to all of the other rights possessed by the Bank, whether before or after any of the Liabilities have become due and payable, the Bank may: (i) transfer all or any part of the Collateral into the name of the Bank or its nominee, with or without disclosing that the Collateral is subject to the lien and security interest granted hereunder; (ii) notify some or all parties obligated on any of the Collateral to make payment to the Bank of any or all amounts due or to become due thereunder; (iii) enforce collection of any of the Collateral by suit or otherwise, or surrender, release or exchange all or any part of the Collateral, or compromise, extend or renew for any period (whether or not longer than the original period) any indebtedness evidenced thereby; (iv) receive dividends, interest and other distributions on the Collateral or take control of any or all proceeds of the Collateral; and (v) exercise such additional rights and powers, if any, with respect to any security for or guaranty of any of the Liabilities, as may be provided in any written instrument which is in addition to this Note.

Upon Default, (i) this Note and any and all other Liabilities shall, at the sole option of the Bank and without notice or demand, become immediately due and payable; (ii) the undersigned shall pay all expenses of the Bank, including attorneys' and paralegals' fees, expenses and court costs incurred in connection with the collection or attempted collection or enforcement of this Note, and all expenses incurred in the enforcement or preservation of rights in the Collateral, including all attorneys' and paralegals' fees, expenses, replevin bonds, court costs, costs of retaking, holding, preparing for sale, selling, leasing and other costs incurred in connection with the disposition, protection or preservation of the Collateral or the Bank's rights in the Collateral; (iii) the Bank may, without demand or notice, demand and notice being specifically waived by the undersigned, set-off, appropriate and apply toward the payment of the Liabilities and in such order of application as the Bank may from time to time elect, any balances, cash, credits, deposits, accounts, securities or any other property of the undersigned in the possession, custody or control of the Bank; and (iv) the Bank shall have all the rights and remedies of a secured party under the Illinois Uniform Commercial Code.

If any notification of intended disposition of any of the Collateral is required by law, such notification shall be deemed reasonably and properly given if mailed at least five (5) days before such intended disposition. Notification shall not be necessary if the Collateral is perishable or threatens to decline speedily in value, or is of a type customarily sold in a recognized market. The sale, lease or other disposition of any or all of the Collateral after Default may be for cash, credit or any combination thereof, and the Bank may purchase any or all of the Collateral at a public sale or if permitted by law at a private sale. Any sale of the Collateral may involve only a part of it, and may occur at different locations. The Bank shall have the right to conduct the sale of the Collateral on the undersigned's premises. Any proceeds derived from the disposition of any of the Collateral may be applied by the Bank, in its sole discretion, to the payment of all expenses incurred by the Bank, including costs and attorneys' and paralegals' fees, in connection with the disposition of the Collateral, and any balance of such proceeds may be applied by the Bank to the payment of the Liabilities, in such order of application as the Bank may from time to time elect. If there are more than one undersigned, the Bank shall pay any surplus proceeds to any one or more of the undersigned as the Bank may determine. The undersigned does hereby agree to indemnify, defend and hold the Bank harmless from any and all claims, causes of action, and liabilities relating to any action of the Bank in dealing with the Collateral, or any claims by, against, between or among the undersigned arising out of or in connection with any of the Liabilities or the Collateral.

The undersigned and any guarantor do hereby waive presentment, demand, notice of dishonor, protest, and all other notices whatsoever, except notices which by law may not be waived and agree that the Bank may, from time to time, extend or renew this Note for any period (whether or not longer than the original period of the Note) and grant any releases, compromises, extensions, renewals or indulgences with respect to this Note, any Collateral for the Liabilities or any of the undersigned or any guarantor, all without notice to or consent of any of the undersigned or any guarantor and without affecting the Liabilities of the undersigned or any guarantor.

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No delay or omission on the part of the Bank in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note or under any document or agreement delivered in connection with the Liabilities. A waiver on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any past or future occasion.

The following definitions apply to the words and phrases used herein:

A. "Bank" means and includes the payee named herein, its successors, assigns or the legal holder of this Note.

B. "Collateral" means (i) the property in which the undersigned has granted the Bank a continuing security interest, which has been, is being or will be delivered, pledged, assigned or otherwise tendered to the Bank as security for payment of the Liabilities, (ii) any and all other property of every kind or description of the undersigned now or hereafter in the possession or control of the Bank, whether as collateral security or for any other purpose, including without limitation, all cash, deposits, securities, dividends, distributions, negotiable instruments and documents, and (iii) all books and records relating to the Collateral and all insurance policies insuring any of the Collateral. "Collateral" also includes any Guaranty which has been, is being or will be given to the Bank and all property in which any guarantor has granted the Bank a security interest as security for the payment of the Liabilities.

C. "Default" means any one or more of the following events, conditions or acts: (i) failure by the undersigned to make any timely payment of any amount due hereunder within 10 days of the date due; (ii) failure by the undersigned or any guarantor to make any timely payment due under any other note, instrument or agreement which shall cause or permit the holder thereof to cause the obligations of the undersigned or any guarantor to become due prior to maturity; (iii) failure or neglect by the undersigned or any guarantor or any other party to comply with or to perform in accordance with any representation, warranty, covenant, term, condition or agreement contained in any instrument which secures the Liabilities or is delivered in connection with the Liabilities, which representations, warranties, covenants, terms, conditions or agreements are hereby incorporated by reference herein; (iv) failure by the undersigned or any guarantor to make any timely payment of any other Liabilities when due; (v) at any time any statement, application or agreement furnished to the Bank by the undersigned or any guarantor is false or incorrect in any material respect; (vi) failure of the undersigned or any guarantor, after request, to furnish the Bank with additional or periodic financial statements as requested from time to time; (vii) insolvency of the undersigned or any guarantor or the inability of the undersigned or any guarantor to pay any of their respective debts as they mature; (viii) any admissions, either verbally or in writing, by the undersigned or any guarantor of the inability to pay any of their respective debts as they mature; (ix) the execution of an assignment for the benefit of creditors by the undersigned or any guarantor or the filing or commencement of any proceedings against the undersigned or any guarantor for relief under the Bankruptcy Code, as may be amended from time to time, or insolvency laws or any laws relating to the relief of debtors, readjustment of any indebtedness, reorganization, composition or extension of debts; (x) the appointment of a receiver or a trustee for the undersigned or any guarantor; (xi) any judgment, attachment, lien, execution or levy against the undersigned or any guarantor or against the property of the undersigned or any guarantor in any amount which is not paid, discharged, released, bonded, stayed on appeal or otherwise fully satisfied; (xii) death or incompetency of the undersigned or any guarantor; (xiii) failure of the undersigned or any guarantor to pledge or grant or cause to be pledged or granted to the Bank a continuing security interest in the Collateral, or to furnish additional Collateral immediately upon request from the Bank when the Bank, in its sole discretion, shall deem itself insecure for any reason whatsoever; (xiv) dissolution of the undersigned or any guarantor whether by voluntary or involuntary action; or (xv) any and all other events or circumstances which cause the Bank, in good faith to believe that the prospect of payment, performance or realization on the Collateral (if any) is impaired.

D. "Liabilities" means all liabilities, obligations and indebtedness of any of the undersigned to the Bank for payment of any and all amounts due under this Note and of any other liabilities, obligations, indebtedness, or contractual duty of every kind and nature of the undersigned or any of them or any guarantor of this Note to the Bank, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, heretofore, now or hereafter existing, due or to become due and howsoever owned, held or acquired, whether existing or arising through discount, overdraft, purchase, direct loan, as collateral, by operation of law or otherwise, including attorneys' and paralegals' fees in connection with perfecting the Bank's security interests and rights hereunder, advising the Bank or drafting any documents at any time. Liabilities includes all of the liabilities, obligations and indebtedness or contractual duties of partnerships to the Bank created, arising, existing or assumed while the undersigned or any of them or any guarantor of this Note may have been or may be a member of those partnerships.

E. "Prime Rate" or "Prime" means such rate as Bank determines to be its prime rate. Prime Rate is not necessarily the lowest rate charged by Bank. That Prime Rate will fluctuate from time to time and the effective date of any change in the Prime Rate shall be the day of such change established by Bank; the Bank is not obligated to give notice of such fluctuations.

F. "Maturity" means the date of the last installment required to be paid under the terms of this Note, whether by acceleration or otherwise.

G. The term "undersigned" means each party signing this Note and the use of the term "undersigned" in the singular form shall include the plural form, unless otherwise designated. Each such undersigned shall be jointly and severally obligated

hereunder. This Note shall be binding upon each of the undersigned and upon their respective heirs, assigns, successors and assigns and shall inure to the benefit of the Bank and the Bank's successors and assigns. The term "guarantor" means any endorser, guarantor, accommodation party, pledgor or surety of any of the Liabilities.

The undersigned acknowledges that this Note is being accepted by the Bank in partial consideration of the Bank's right to enforce in the State of Illinois, County of Cook the terms and provisions hereunder and all related documents and agreements delivered to the Bank in connection with the Liabilities; the undersigned consents to jurisdiction in and construction under the laws of the State of Illinois and venue in the County of Cook for such purposes, and the undersigned waives any and all rights to contest jurisdiction and venue of the State of Illinois and County of Cook over the undersigned for the purposes of enforcing this Note and all related documents delivered in connection with the Liabilities.

Any controversy or claim arising out of or relating to this Note or out of any agreements or instruments required or referenced hereunder or delivered in connection herewith, or the breach thereof, including, but not limited to, a claim arising from a tort, shall be settled by arbitration in accordance with commercial arbitration rules of the American Arbitration Association. Judgment, upon the award rendered by the arbitrator, may be entered in any court having jurisdiction. This provision shall not limit the right of either the undersigned, or Bank, to this Agreement to obtain provisional or ancillary remedies from a court of competent jurisdiction before or during the pendency of any arbitration. Further, the pursuit of a provisional or ancillary remedy by either the undersigned or Bank, or the institution and maintenance of an action for judicial relief, shall not constitute a waiver or abandonment of the right of either party to submit the controversy or claim to arbitration in the event the other party contests such action for judicial relief.

The undersigned hereby expressly waives any right to trial by jury of any claim, demand, action or cause of action (1) arising under this Note or any other instrument, document or agreement executed or delivered in connection herewith, or (2) in any way connected with or related or incidental to the dealings of the undersigned, Bank or any other interested party hereto, or any of them with respect to this Note or any other instrument, document or agreement executed or delivered in connection herewith, or the transactions related hereto or thereto, in each case whether now existing or hereafter arising and whether sounding in contract or tort or otherwise; and the undersigned hereby agrees and consents that any such claim, demand, action or cause of action shall be decided by court trial without a jury, and that Bank may file an original counterpart or a copy of this section with any court as written evidence of the consent of the undersigned to the waiver of the right to trial by jury.

Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Note 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 Note. The undersigned hereby affirms and acknowledges that the undersigned has read all of the provisions of this Note and that all the blanks in this Note have been completed prior to the undersigned executing this Note in conformity with the terms of the agreement between the undersigned and Bank. No waiver of the Bank shall be deemed to have been made or authorized by the Bank unless such waiver is in writing and signed by an authorized officer of the Bank. Unless otherwise provided for hereunder any notice required to be given by the undersigned or the Bank shall be given effectively, if deposited in the mail, postage prepaid, and mailed to the respective party at the address stated in this Note. No change in address shall be effective, unless sent in writing to the other party at the address stated in this Note or any substitute address changed in accordance with the terms hereof.

STREET 7231 Kingery Highway Rotl Enterprises, Ltd. d/b/a Baretto's
CITY Willowbrook STATE IL Cafe & Cavalet
ZIP 60521 PHONE _____
NAME Kathleen D. Rotl INDIVIDUALLY SIGNATURE BY [Signature]
NAME: James V. Rotl, Jr., Pres/Sec
NAME James V. Rotl, Sr. INDIVIDUALLY SIGNATURE BY [Signature]
NAME: James V. Rotl, Sr., Individually

ATTACHED HERETO AND MADE A PART OF

Marquette National Bank,
as Trustee under Agreement dated
September 26, 1978, and known as
Trust No. 8706, and not personally,

This Note is executed by the Marquette National Bank, not personally but as Trustee as aforesaid in the capacity of the agent and authority conferred upon and vested in it as such Trustee (and said Marquette National Bank, 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 the part of said First Party or on said Marquette National Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness existing hereunder, or to perform any financial obligation or implied herein contained, all such liability, if any, being expressly waived by Trustee and by each person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and assigns shall look solely to the person(s) hereby consented to 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, Marquette National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

MARQUETTE NATIONAL BANK As Trustee as aforesaid and not personally,
By Ann M. Schreiner VICE-PRESIDENT
Attest Joseph Schreiner ASSISTANT SECRETARY

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 the above named Vice President and Assistant Secretary of said Bank, 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 severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and received the seal of said Bank to be thereunto affixed, as their free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

"OFFICIAL SEAL"
JOSEPHINE ROTI
Notary Public, State of Illinois
My Commission Expires 2/28/81

Given under my hand and Notarial Seal this 22nd day of MAY, 1980.
Josephine Roti

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RIDER ATTACHED TO AND MADE
PART OF \$488,101.44 PROMISSORY NOTE
DATED MAY 18, 1989 EXECUTED BY
ROTI ENTERPRISES, LTD. D/B/A
BARETTA'S CAFE & CABARET IN FAVOR OF
FIRST ILLINOIS BANK & TRUST

- R1. The collateral for security for repayment of this Note is as follows:
- a) Guaranty of even date of Courtesy Car Care, Inc.
 - b) Mortgage; Assignment of Rents; and Security Agreement Goods of even date to 2758 West 63rd Street, Chicago Chicago, Illinois - fee title owned by Marquette National Bank as Trustee under Trust Agreement dated September 26, 1978 and known as Trust No. 8706, the beneficiary being the undersigned.
 - c) Collateral Assignment of Lease Agreement dated July 1, 1986 applicable to the premises located in the Woodland Plaza Shopping Center, 73rd Court as Route 83, Willowbrook, Illinois, acknowledged by the landlord.
 - d) Security Agreement-Accounts, Inventory, Equipment and all lease hold improvements applicable to the restaurant operation to be conducted on the premises referred to in section c) above.
 - e) Security Agreement-Instruments and delivery of 100% of the issued and outstanding stock of Roti Enterprises, Ltd.
 - f) Second Mortgage on 8066 Garfield, Burr Ridge, Illinois owned by James V. Roti and Kathleen D. Roti.

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Rider/Roti p.2

g) Landlord Waiver

h) Security Agreement and Collateral Assignment of beneficial interest dated May 18, 1989 of Marquette National Bank Land Trust No. 8706.

i) Mortgage modification and Extension Agreement dated May 18, 1989 executed by James V. Roti, Sr., and Kathleen D. Roti.

Roti Enterprises, Ltd. an Illinois corporation d/b/a Baretta's Cafe & Cabaret

By: *James V. Roti, Jr.*

James V. Roti, Jr. Pres/Sec

(X) *James V. Roti, Jr.*
James V. Roti, Jr. Individually

(X) *Frank Roti*
Frank Roti, Individually

(X) *James V. Roti Sr.*
James V. Roti, Sr., Individually

(X) *Kathleen D. Roti*
Kathleen D. Roti, Individually

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MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage") is made as of MAY 18, 19 89, by

Initials:

Marquette National Bank, not personally, but as Trustee under Trust Agreement dated September 26, 19 78, and known as Trust No. 8706,

and

a corporation,

a limited partnership,

d/b/a general partnership or joint venture,

("Mortgagor") whose mailing address is C/O Rotl Enterprises, Ltd., 7231 LUGGERT HWY., WILLOWBROOK, IL 60521 in favor of First Illinois Bank of Willowbrook ("Mortgagee"), whose mailing address is 730 Plainfield Road, Willowbrook, Illinois 60521.

Rotl Enterprises, Ltd., an Illinois corporation d/b/a da'etta's Cafe & Cabaret Mortgagee or is justly indebted to the Mortgagee in the principal sum of Four Hundred Eighty Eight Thousand One Hundred One and 00/100 Dollars (\$ 488,101.44) evidenced by a certain PROMISSORY NOTE of even date herewith ("Note"), made payable to the order of and delivered to the Mortgagee, whereby the obligor promises to pay the Note, late charges, prepayment premiums and interest at the rate or rates, all as provided in the Note. The final payment of principal and interest, if not sooner paid, shall be due on June 1, 19 88. All such payments on account of the indebtedness secured hereby shall be applied first to interest on the unpaid principal balance of the Note, secondly to any other sums due thereunder, thirdly to all other advances and sums secured hereby, and the remainder to principal.

Mortgagor, in order to secure the payment of said principal sum of money and said interest and late charges and prepayment premiums in accordance with the terms, provisions and limitations of this Mortgage and of the Note, and the performance of the covenants and agreements herein contained by the Mortgagor to be performed, and also in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, Mortgagor does by these presents MORTGAGE, GRANT, REMISE, RELEASE, ALIEN AND CONVEY unto the Mortgagee and its successors and assigns, the following described real estate and all of its present and hereafter-acquired estate right, title and interest therein, situated, lying and being in the County of COOK and State of ILLINOIS to wit: P.I.N. 19-13-424-031 and 19-13-424-032

This Instrument Prepared By: Bruce H. Green

and Shall be Returned to: First Illinois Bank of Willowbrook & DEPT-01 RECORDING \$19.00
730 Plainfield Road . 145555 TRAN 0738 09/14/89 14:23:00
Willowbrook, Illinois 60521 . 1151 E * -89-433537
Attn: BRUCE H. GREEN . COOK COUNTY RECORDER

(page 1 of 8 pages)

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EXHIBIT "B"

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Property of Cook County Clerk's Office

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SEE LEGAL DESCRIPTION ATTACHED HERETO 01083977
AND MADE A PART HEREOF AS EXHIBIT "A"

Commonly known as
which, with the property hereinafter described, is collectively referred to herein as the "Premises."

TOGETHER with all improvements, tenements, reversions, remainders, easements, fixtures and appurtenances now or hereafter thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily); all tenant security deposits, utility deposits and insurance premium rebates to which Mortgagor may be entitled or which Mortgagor may be holding; and all fixtures, apparatus, equipment and articles (other than inventories held for sale) which relate to the use, occupancy, and enjoyment of the Premises. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared (to the maximum extent permitted by law) to form part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be, for the purposes of this Mortgage, deemed to be real estate and conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the Premises unto the Mortgagee and its successors and assigns forever, for the purposes and uses herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. MAINTENANCE, REPAIR AND RESTORATION OF IMPROVEMENTS, PAYMENT OF PRIOR LIENS, ETC. Mortgagor shall: (a) promptly repair, restore or rebuild any buildings and other improvements now or hereafter on the Premises which may become damaged or destroyed to substantially the same character as prior to such damage or destruction, without regard to the availability or adequacy of any casualty insurance proceeds or eminent domain awards; (b) keep the Premises constantly in good condition and repair, without waste; (c) keep the Premises free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof (collectively called "Liens"), subject, however, to the rights of the Mortgagee set forth in the next Paragraph below; (d) immediately pay when due any indebtedness which may be secured by a lien or charge on the Premises on a parity with or superior to the lien hereof (no such subsequent lien to be permitted hereunder) and upon request exhibit satisfactory evidence of the discharge of such lien to Mortgagee; (e) complete within a reasonable time any building(s) or other improvement(s) now or at any time in process of erection upon the Premises; (f) comply with all federal, state and local requirements of law, regulations, ordinances, orders and judgments and all covenants, easements and restrictions of record with respect to the Premises and the use thereof; (g) make no alterations in the Premises without Mortgagee's prior written consent; (h) suffer or permit no change in the general nature of the occupancy of the Premises without Mortgagee's prior written consent; (i) observe and comply with all conditions and requirements (if any) necessary to preserve and extend all rights, easements, licenses, permits (including without limitation zoning variations and any non-conforming uses and structures), privileges, franchises and concessions applicable to the Premises or contracted for in connection with any present or future use of the Premises; and (k) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof and of the Note. As used in this Paragraph and elsewhere in this Mortgage, the term "Indebtedness" means and includes the unpaid principal sum evidenced by the Note, together with all interest, additional interest, late charges and prepayment premiums thereon, and all other sums at any time secured by this Mortgage.

Anything in (c) and (d) above to the contrary notwithstanding, Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any lien not expressly subordinated to the lien hereof, and defer payment and discharge thereof during the pending of such contest, provided: (i) that such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such lien; (ii) that, within ten (10) days after Mortgagor has been notified of the assertion of such lien, Mortgagor shall have notified Mortgagee in writing of Mortgagor's intention to contest such lien; and (iii) that Mortgagor shall have deposited with Mortgagee a sum of money which shall be sufficient in the judgment of Mortgagee to pay in full such lien and all interest which might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional interest whenever, in the judgment of Mortgagee, such increase is advisable. Such deposits are to be held without any allowance of interest. If Mortgagor shall fail to prosecute such contest with reasonable diligence or shall fail to pay the amount of the lien plus any interest finally determined to be due upon the conclusion of such contest, to the extent such amount exceeds the amount which Mortgagee will pay as provided below or shall fail to maintain sufficient funds on deposit as hereinabove provided, Mortgagor may, at its option, apply the money so deposited in payment of or on account of such lien, or that part thereof then unpaid, together with all interest thereon. If the amount of money so deposited shall be insufficient for the payment in full of such lien, together with all interest thereon, Mortgagor shall forthwith, upon demand, deposit with Mortgagee a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full. Mortgagee shall, upon the final disposition of such contest, apply the money so deposited in full payment of such lien or that part thereof then unpaid (provided Mortgagor is not then in default hereunder) when so requested in writing by Mortgagee and when furnished by Mortgagee with sufficient funds to make such payment in full and with evidence satisfactory to Mortgagee of the amount of payment to be made.

2. PAYMENT OF TAXES. Mortgagor shall pay all general taxes before any penalty or interest attaches, and shall pay special taxes, special assessments, water charges, sewer service charges, and all other charges against the Premises of any nature whatsoever when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor within thirty (30) days following the date of payment. Mortgagor shall pay in full "under protest" any tax or assessment which Mortgagor may desire to contest, in the manner provided by law.

3. TAX DEPOSITS. Mortgagor shall deposit with the Mortgagee, commencing on the date of disbursement of the proceeds of the loan secured hereby and on the first day of each month following the month in which said disbursement occurs (unless otherwise agreed to by Mortgagee), a sum equal to the amount of all real estate taxes and assessments (general and special) next due upon or for the Premises (the amount of such taxes next due to be based upon the Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed) reduced by the amount, if any, then on deposit with the Mortgagee, divided by the number of months to elapse before two months prior to the date when such taxes and assessments will first become due and payable. Such deposits are to be held without any allowance or payment of interest to Mortgagor and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments (general or special) when the same become due and payable, the Mortgagor shall, within ten (10) days after receipt of demand therefor from the Mortgagee, deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits. Said deposits need not be kept separate and apart from any other funds of the Mortgagee.

Anything in this Paragraph 3 to the contrary notwithstanding, if the funds so deposited are insufficient to pay any such taxes or assessments (general or special) or any installment thereof, Mortgagor will, not later than the thirtieth (30th) day prior to the last day on which the same may be paid without penalty or interest, deposit with the Mortgagee the full amount of any such deficiency.

If any such taxes or assessments (general or special) shall be levied, charged, assessed or imposed upon or for the Premises, or any portion thereof, and if such taxes or assessments shall also be a levy, charge, assessment or imposition upon or for any other premises not encumbered by the lien of this Mortgage, then the computation of any amount to be deposited under this Paragraph 3 shall be based upon the entire amount of such taxes or assessments, and Mortgagor shall not have the right to apportion the amount of any such taxes or assessments for the purposes of such computation.

4. INSURANCE DEPOSITS. For the purpose of providing funds with which to pay premiums when due on all policies of fire and other hazard insurance covering the Premises and the Collateral (defined below) and unless waived by Mortgagee in writing, Mortgagor shall deposit with the Mortgagee, commencing on the date of disbursement of the proceeds of the loan secured hereby and on the first day of each month following the month in which said disbursement occurs (unless otherwise agreed to by Mortgagee), a sum equal to the Mortgagee's estimate of the premiums that will next become due and payable on such policies reduced by the amount, if any, then on deposit with the Mortgagee, divided by the number of months to elapse before two (2) months prior to the date when such premiums become due and payable. No interest shall be allowed or paid to Mortgagor on any deposit made hereunder and said deposit need not be kept separate and apart from any other funds of the Mortgagee.

4. MORTGAGEE'S INTEREST

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Mortgagor at its sole cost and expense will: (i) at all times promptly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in all leases of the Premises, on the part of the landlord thereunder to be kept and performed; (ii) enforce and secure the performance of all of the covenants, conditions and agreements of such leases on the part of the tenants to be kept and performed; but Mortgagor shall not and Mortgagor's beneficiary or beneficiaries shall not modify, amend, cancel, terminate or accept surrender of any lease without prior written consent of Mortgagee; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with such leases or the obligations, duties or liabilities of the landlord or of any tenants thereunder; (iv) transfer and assign or cause to be separately transferred and assigned to Mortgagee, upon written request of Mortgagee, any lease or leases of the Premises heretofore or hereafter entered into, and make, execute and deliver to Mortgagee upon demand, any and all instruments required to effectuate said assignment; (v) furnish Mortgagee, within ten (10) days after a request by Mortgagee so to do, a written statement containing the names of all tenants and the terms of all leases of the Premises, including the spaces occupied and the rentals payable thereunder; and (vi) exercise within five (5) days of any demand therefor by Mortgagee any right to request from the tenant under any lease of the Premises a certificate with respect to the status thereof.

Nothing in this Mortgage or in any other documents relating to the Note secured hereby shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of the landlord under any of the leases assigned to Mortgagee or to pay any sum of money or damages therein provided to be paid by the landlord, each and all of which covenants and payments Mortgagee agrees to perform and pay or cause to be performed and paid.

At the option of the Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in eminent domain), to any one or more leases affecting any part of the Premises, upon the execution by Mortgagee and recording or registration thereof, at any time hereafter, in the office wherein this Mortgage was registered or filed for record, of a unilateral declaration to that effect.

In the event of the enforcement by Mortgagee of any remedies provided for by law or by this Mortgage, the tenant under each lease of the Premises shall, at the option of the Mortgagee, attorn to any person succeeding to the interest of landlord as a result of such enforcement and shall recognize such successor in interest as landlord under such lease without change in the terms or other provisions thereof; provided, however, that said successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance or any amendment or modification to any lease made without the consent of Mortgagee or said successor in interest. Each tenant, upon request by said successor in interest, shall execute and deliver an instrument or instruments containing such attornment.

Mortgagee shall have the option to declare this Mortgage in default because of a material default of landlord in any lease of the Premises, whether or not such default is cured by Mortgagee pursuant to the right granted herein. It is covenanted and agreed that a default under any Assignment of Rents or Leases executed pursuant to this Paragraph 8, or otherwise, shall constitute a default hereunder, on account of which the whole of the Indebtedness secured hereby shall at once, at the option of the Mortgagee, become immediately due and payable, without notice to the Mortgagor.

9. MORTGAGOR AND LIEN NOT RELEASED. From time to time Mortgagee may, at Mortgagee's option, without giving notice to or obtaining the consent of Mortgagor, or Mortgagor's successors or assigns or the consent of any junior lien holder, guarantor or tenant, without liability on Mortgagee's part and notwithstanding Mortgagor's breach of any covenant, agreement or condition: (a) release anyone primarily or secondarily liable on any of the Indebtedness; (b) accept a renewal note or part of the Note; (c) release from the lien of this Mortgage any part of the Premises; (d) take or release other or additional security for the Indebtedness; (e) consent to any plat, map or plan of the Premises or Declaration of Condominium as to the Premises (in whole or in part); (f) consent to the granting of any easement; (g) join in any extension or subordination agreement; (h) agree in writing with Mortgagee to modify the rate of interest or period of amortization of the Note or change the time of payment or the amount of the installments payable thereunder; and (i) waive or fail to exercise any right, power or remedy granted by law or herein or in any other instrument given at any time to evidence or secure the payment of the Indebtedness.

Any actions taken by Mortgagee pursuant to the terms of this Paragraph 9 shall not impact or affect: (a) the obligation of Mortgagor or Mortgagor's successors or assigns to pay any sums at any time secured by this Mortgage and to observe all of the covenants, agreements and conditions herein contained; (b) the guaranty of any individual or legal entity for payment of the Indebtedness; and (c) the lien or priority of the lien hereof against the Premises.

Mortgagor shall pay to Mortgagee a reasonable service charge and such title insurance premiums and attorneys' fees (including in-house staff) as may be incurred by Mortgagee for any action described in this Paragraph 9 taken at the request of Mortgagee or its beneficiary or beneficiaries.

10. MORTGAGEE'S PERFORMANCE OF DEFAULTED ACTS. In case of default herein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner Mortgagee deems expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or assessment or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment or cure any default of any landlord in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee in regard to protecting the Premises or the lien hereof, shall be so much additional Indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of interest set forth in the Note applicable to a period when a default exists thereunder. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

11. MORTGAGEE'S RELIANCE ON TAX BILLS, ETC. Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any computer or billing service, bill, statement or estimate procured from the appropriate public office or title company 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 or claim thereof; or (b) for the purchase, discharge, compromise settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

12. ACCELERATION OF INDEBTEDNESS IN CASE OF DEFAULT. If: (a) default be made in the due and punctual payment of principal or interest on the Note, or any other payment due in accordance with the terms thereof; or (b) the Mortgagor or any beneficiary thereof or any guarantor of the Note shall file (i) a petition for liquidation, reorganization or adjustment of debt under Title 11 of the United States Code (11 U.S.C. §§ 101 et seq.) or any similar law state or federal, whether now or hereafter existing, or (ii) any answer admitting insolvency or inability to pay debts, or (iii) fail to obtain a vacation or stay of involuntary proceedings within ten (10) days, as hereinafter provided; or (c) any order for relief of the Mortgagor or any beneficiary thereof or any guarantor of the Note shall be entered in any case under Title 11 of the United States Code, or a trustee or a receiver shall be appointed for the Mortgagor or for any beneficiary thereof or for any guarantor of the Note, or for all or the major part of the property of Mortgagor or of any beneficiary thereof or of any guarantor of the Note in any voluntary or involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of the property of the Mortgagor or of any beneficiary thereof or of any guarantor of the Note in any voluntary or involuntary proceeding for the reorganization, dissolution, liquidation, adjustment of debt or winding up of the Mortgagor or of any beneficiary thereof or of any guarantor of the Note and such trustee or receiver shall not be discharged or such jurisdiction not be relinquished or vacated or stayed on appeal or otherwise stayed within ten (10) days; or (d) the Mortgagor or any beneficiary thereof or any guarantor of the Note secured hereby shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all or any major part of its property; or (e) default shall be made in the due observance or performance of any other covenant, agreement or condition hereinbefore or hereinafter contained and required to be kept or performed or observed by the Mortgagor or its beneficiary; (f) default shall be made in the due observance or performance of any covenant, agreement or condition required to be kept or observed by Mortgagor or its beneficiary or beneficiaries in the Note or any guarantor thereof or in any other instrument given at any time to secure the payment of the Note; then and in any such event, the whole of the Indebtedness shall at once, at the option of the Mortgagee, become immediately due and payable without notice to Mortgagor. If while any insurance proceeds or condemnation awards are held by or for the Mortgagee to reimburse Mortgagor or any lessee for the cost of repair, rebuilding or restoration of building(s) or other improvement(s) on the Premises, as set forth herein, the Mortgagee shall be or become entitled to accelerate the maturity of the Indebtedness, then and in such event, the Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in reduction of the Indebtedness, and any excess held by it over the amount of the Indebtedness shall be paid to Mortgagor or any party entitled thereto, without interest, as the same appear on the records of the Mortgagee.

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22. WAIVER OF STATUTORY RIGHTS. Mortgages shall not and will not (nor shall any beneficiary of Mortgage) apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws or any so-called "Mortgage Laxity" now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of the lien of this Mortgage, but hereby waives the benefit of such laws, Mortgages, for itself and all who may claim through or under it, including its beneficiary, waives any and all rights to have the property and estate comprising the Premises sold as an entirety. Mortgages does hereby expressly waive any and all rights of redemption from sale under any order or judgment of foreclosure of the lien of this Mortgage on behalf of the Mortgagee, the trust estate and all persons beneficially interested therein and each and every person, except judgment creditors of the Mortgagee in its representative capacity and of the trust estate, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

21. WAIVER OF DEFENSE. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note.

20. GIVING OF NOTICE. Any notice which either party may desire to give to the other party shall be in writing and the mailing thereof or at such other place as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder.

19. RELEASE UPON PAYMENT AND DISCHARGE OF MORTGAGOR'S OBLIGATIONS. Mortgages shall release (in whole or partially) this Mortgage and the lien (in whole or partially) by proper instrument upon payment and discharge of all indebtedness (or applicable agreed portion) secured hereby (including any prepayment charges and late charges provided for herein or in the Note) and upon payment of a reasonable fee to Mortgages for the preparation and execution of such proper instrument as shall be determined by Mortgages in its absolute discretion.

In all other cases, the Mortgagee may elect to apply the proceeds of the ward upon or in reduction of the indebtedness, whether or not, or make those proceeds available for repair, restoration or rebuilding of the Premises in accordance with plans and specifications to be submitted to and approved by the Mortgagee. In any case where proceeds are made available for repair, rebuilding or restoration, the proceeds of the ward shall be paid out in the same manner and under the same conditions provided in Paragraph 6 hereof for the payment of insurance proceeds toward the cost of repair, rebuilding or restoration. Any surplus which may remain out of said award after payment of such cost of repair, rebuilding, restoration, reasonable charges of the Disbursing Party shall, at the option of Mortgagee, be applied on account of the indebtedness or paid to any part entitled thereto as the same appears on the records of the Mortgagee. No interest shall be allowed to Mortgagee on account of any proceeds of any award held by the Mortgagee.

18. EMINENT DOMAIN AND/OR CONDEMNATION. Mortgagee hereby assigns, transfers and sets over onto the Mortgagee the entire proceeds of any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. So long as (a) any applicable lease is in full force and effect and such lease is not in default and such taking shall not result in the termination or cancellation of any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation, so long as (b) any award or proceeds are made available for repair, rebuilding or restoration, the proceeds of the award shall be paid out in the same manner and under the same conditions provided in Paragraph 6 hereof for the payment of insurance proceeds toward the cost of repair, rebuilding or restoration. Any surplus which may remain out of said award after payment of such cost of repair, rebuilding, restoration, reasonable charges of the Disbursing Party shall, at the option of Mortgagee, be applied on account of the indebtedness or paid to any part entitled thereto as the same appears on the records of the Mortgagee. No interest shall be allowed to Mortgagee on account of any proceeds of any award held by the Mortgagee.

17. MORTGAGEE'S RIGHT OF INSPECTION. Mortgagee, its representatives, agents or participants shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

16. RIGHTS CUMULATIVE. Each right, power and remedy conferred upon the Mortgagee by this Mortgage and by all other documents evidencing or securing the indebtedness and conferred by law and in equity is cumulative and in addition to every other right, power and remedy, express or implied, given now or hereafter existing, at law and in equity, and each such right, power and remedy herein or therein set forth or otherwise to be exercised may be exercised from time to time as often and in such order as may be deemed expedient by the Mortgagee; and the exercise or the beginning, continuation, suspension, revival, extension, amendment, modification, assignment, delegation, transfer, or otherwise of any such right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of or in the exercise of any right, power or remedy, or the continuation thereof, shall constitute a waiver of any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

15. APPOINTMENT OF RECEIVER OR MORTGAGEE IN POSSESSION. Upon, or at any time after, the commencement of an action to foreclose this Mortgage, the court in which such action was commenced may, upon request of the Mortgagee, appoint a receiver of the Premises either before or after foreclosure sale, with or without regard to the solvency or insolvency of Mortgagee at the time of application for such receiver and without regard to the value of the Premises or whether the same shall be then occupied as a homestead or not; and the Mortgagee or any holder of the Note may be appointed as such receiver or the Mortgagee in possession. Such receiver or the Mortgagee in possession shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure action and, in case of a sale and a deficiency, during the full statutory period of redemption (if any), whether there be redemption or not, as well as during any further times (if any) when Mortgagee, except for the necessary or are usual in such cases for the protection, preservation, control, management and operation of the Premises during the whole of said period, intervention of such receiver or Mortgagee in possession, would 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, preservation, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver or Mortgagee in possession to apply the net income in its hands in payment in whole or in part of (a) which the indebtedness secured hereby or by any order or judgment foreclosing the lien of this Mortgage, or any tax, special assessment or other lien or other claim against the Premises, or (b) which the deficiency in case of a sale and deficiency.

14. APPLICATION OF PROCEEDS OF FORECLOSURE SALE. The proceeds of any foreclosure sale of the Premises 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 such items as are mentioned in the preceding Paragraph hereof; second, all other items which may under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; and fourth, any excess to any party entitled thereto as their rights may appear.

At all times, the Mortgagee shall appear in and defend any suit, action or proceeding that might in any way in the sole judgment of Mortgagee affect the value of the Premises, the priority of this Mortgage or the rights and powers of Mortgagee hereunder or under any document given at any time to secure the indebtedness. Mortgagee shall, at all times, indemnify, hold harmless and reimburse Mortgagee on demand for any and all loss, damage, expense or cost, including cost of evidence of title and attorney's fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Mortgage, and shall bear interest after demand at the rate specified in the Note applicable to a period when an unsecured default exists hereunder, and such interest shall be secured hereby and shall be due and payable on demand.

13. FORECLOSURE: EXPENSE OF LITIGATION. When the indebtedness of any part hereof shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any civil action to foreclose the lien hereof, there shall be allowed after entry of judgment for foreclosure and sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee including, without limitation, expenditure for attorney's fees, including those of in-house counsel; appraiser's fees; outlays for documentary and expert evidence; investigators' charges; publication costs; and costs (which may be estimated as to items to be expended after entry of said order or judgment) of printing all such abstracts of title, title research and examinations, title insurance policies; Torrens' Certificates and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to procure such civil action or to evidence to bidders at any sale which may be had pursuant to such order or judgment the true condition of the title to, or the value of, the Premises. All expenditures and expenses of the nature in this paragraph mentioned and such expenses and fees and expenses as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the fees of any attorneys employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the Premises, including probate, appellate and bankruptcy proceedings, or in preparation for the commencement of defense of any action or proceeding or threatened action or proceeding, shall be immediately due and payable by Mortgagee, with interest thereon at the rate set forth in the Note applicable to a period when a default exists hereunder, and shall be secured by this Mortgage.

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13. FURNISHING OF FINANCIAL STATEMENTS TO MORTGAGEE. Mortgagee covenants and agrees that it will keep and maintain, or cause its beneficiary or beneficiaries from time to time to keep and maintain, books and records of account in which full, true and correct entries shall be made of all dealings and transactions relative to the Premises, which books and records of account shall, at reasonable times and on reasonable notice, be open to the inspection of the Mortgagee and other duly authorized representatives. Such books of record and account shall be kept and maintained in accordance with generally accepted accounting principles consistently applied.

14. MORTGAGEE COVENANTS AND AGREES TO FURNISH TO THE MORTGAGEE, WITHIN NINETY (90) DAYS FOLLOWING THE END OF EVERY FISCAL YEAR APPLICABLE TO THE OPERATION OF THE IMPROVEMENTS ON THE PREMISES, A COPY OF A REPORT OF THE OPERATIONS OF THE IMPROVEMENTS FOR THE YEAR THEN ENDED, TO BE CERTIFIED BY THE MORTGAGEE OR ITS BENEFICIARY (OR A GENERAL PARTNER, IF THE BENEFICIARY OF MORTGAGEE IS A PARTNERSHIP) OR THE CHIEF FINANCIAL OFFICER IF THE BENEFICIARY OF MORTGAGEE IS A CORPORATION. EACH SUCH ANNUAL REPORT SHALL CERTIFY THAT THE CERTIFYING PARTY EXAMINED SUCH RECORDS AS WERE DETERMINED NECESSARY FOR SUCH CERTIFICATION AND THOSE STATEMENTS ARE TRUE, CORRECT AND COMPLETE.

15. IF MORTGAGEE FAILS TO FURNISH PROMPTLY ANY REPORT REQUIRED BY PARAGRAPH 13, MORTGAGEE COVENANTS AND AGREES TO PAY TO MORTGAGEE IF ELECTED BY MORTGAGEE THE SUM OF TWO HUNDRED DOLLARS (\$200.00) AS ADMINISTRATIVE EXPENSES FOR EACH MONTH OR PART THEREOF ELAPSED AFTER SUCH NINETY (90) DAY PERIOD UNTIL SUCH REPORT IS FURNISHED TO MORTGAGEE.

16. IF MORTGAGEE FAILS TO FURNISH PROMPTLY ANY REPORT REQUIRED BY PARAGRAPH 13, THE MORTGAGEE MAY ELECT (IN ADDITION TO EXERCISING ANY OTHER RIGHT, REMEDY AND POWER) TO MAKE AN AUDIT OF ALL BOOKS AND RECORDS OF MORTGAGEE AND ITS BENEFICIARIES WHICH IN ANY WAY PERTAIN TO THE PREMISES AND TO PREPARE THE STATEMENT OR STATEMENTS WHICH MORTGAGEE FAILED TO PROVIDE AND DELIVER. SUCH AUDIT SHALL BE MADE AND SUCH STATEMENT OR STATEMENTS SHALL BE PREPARED BY AN INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT TO BE SELECTED BY THE MORTGAGEE. MORTGAGEE SHALL PAY ALL EXPENSES OF THE AUDIT AND OTHER SERVICES WHICH EXPENSES SHALL BE RECOVERED BY MORTGAGEE AS AN ADDITIONAL INDEBTEDNESS AND SHALL BE IMMEDIATELY DUE AND PAYABLE WITH INTEREST THEREON AT THE RATE SET FORTH IN THE NOTE APPLICABLE TO A PERIOD WHEN DEFAULT EXISTS THEREUNDER.

17. FILING AND RECORDING CHARGES AND TAXES. Mortgagee will pay all filing, registration, recording, recording and search and information fees, and all expenses incident to the execution and acknowledgment of this Mortgage and all other documents securing the Note and all federal, state, county and municipal taxes, other fees, duties, imports, assessments and charges arising out of or in connection with the execution, delivery, filing, recording or registration of the Note, this Mortgage and all other documents securing the Note and all assignments thereof.

18. BUSINESS PURPOSES. EXEMPTION. MORTGAGEE HEREBY REPRESENTS, OR IF APPLICABLE MORTGAGEE HAS BEEN ADVISED BY ITS BENEFICIARIES, THAT THE PROCEEDS OF THE LOAN SECURED BY THIS MORTGAGE WILL BE USED FOR THE PURPOSES SPECIFIED IN PARAGRAPH 6(A) OF CHAPTER 17 OF THE 1981 ILLINOIS REVISED STATUTES, AND THAT THE PRINCIPAL OBLIGATION SECURED HEREBY CONSTITUTES A "BUSINESS LOAN" WHICH COMES WITH THE PURVIEW AND OPERATION OF SAID PARAGRAPH.

19. MISCELLANEOUS. MORTGAGEE AND ALL PROVISIONS HEREOF SHALL EXTEND TO AND BE BINDING UPON THE ORIGINAL MORTGAGEE NAMED ON PAGE 1 HEREOF AND HIS SUCCESSORS, ASSIGNS, GUARANTORS, AGENTS, AND ALL PERSONS CLAIMING UNDER OR THROUGH MORTGAGEE AND THE WORD "MORTGAGEE" WHEN USED HEREIN SHALL INCLUDE ALL SUCH PERSONS AND ALL PERSONS CLAIMING UNDER OR THROUGH MORTGAGEE AND THE WORD "MORTGAGEE" WHEN USED HEREIN SHALL INCLUDE THE SUCCESSORS AND ASSIGNS OF THE ORIGINAL MORTGAGEE NAMED ON PAGE 1 HEREOF, AND THE HOLDER OR HOLDER FROM TIME TO TIME, OR THE NOTE, HOWEVER, WHENEVER THE NOTE IS SOLD, EACH PRIOR HOLDER SHALL BE AUTOMATICALLY FREED AND RELIEVED, ON AND AFTER THE DATE OF SUCH SALE, OF ALL LIABILITIES WITH RESPECT TO THE PERFORMANCE OF EACH COVENANT AND OBLIGATION OF MORTGAGEE HEREUNDER THEREAFTER TO BE PERFORMED, PROVIDED THAT ANY MONIES IN WHICH THE MORTGAGEE HAS AN INTEREST, WHICH MONIES ARE THEN HELD BY THE HOLDER OF THE NOTE, ARE TURNED OVER TO THE PURCHASER OF THE NOTE.

20. SEVERABILITY AND APPLICABLE LAW. IN THE EVENT ONE OR MORE OF THE PROVISIONS CONTAINED IN THIS MORTGAGE OR IN THE NOTE OR IN ANY OTHER DOCUMENT GIVEN AT ANY TIME TO SECURE THE PAYMENT OF THE NOTE SHALL, FOR ANY REASON, BE HELD TO BE INVALID, ILLEGAL OR UNENFORCEABLE IN ANY RESPECT, SUCH INVALIDITY, ILLEGALITY OR UNENFORCEABILITY SHALL, AT THE OPTION OF THE MORTGAGEE, NOT AFFECT ANY OTHER PROVISION OF THIS MORTGAGE, THE NOTE OR OTHER DOCUMENT AND THIS MORTGAGE, THE NOTE OR OTHER DOCUMENT SHALL BE CONSIDERED AS IF SUCH INVALID, ILLEGAL OR UNENFORCEABLE PROVISION HAD NEVER BEEN CONTAINED HEREIN OR THEREIN. THE VALIDITY AND INTERPRETATION OF THIS MORTGAGE AND THE NOTE IS GOVERNED BY THE LAWS OF THE STATE IN WHICH THE PREMISES ARE SITUATED.

21. GOVERNMENTAL COMPLIANCE. Mortgagee shall not by act or omission permit any lands or improvements not included in the description of this Mortgage to include the Premises or any part thereof in fulfillment of any governmental requirements, and Mortgagee hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises to be used. Similarly, no lands or improvements comprising the Premises shall be included with any and all improvements not subject to the lien of this Mortgage in fulfillment of any governmental requirements. Mortgagee shall not by act or omission impair the integrity of the Premises as a single zoning lot separate and apart from all other premises. Any act or omission by Mortgagee which would result in a violation of any of the provisions of this paragraph shall be void.

22. Escrow Certificates. Mortgagee, within fifteen (15) days after mailing of a written request by the Mortgagee, agrees to furnish from time to time a signed statement setting forth the amount of the indebtedness and whether or not any default, offset or defense then is alleged to exist against the indebtedness and, if so, specifying the nature thereof.

23. Non-waiver of Terms. After an event of default, Mortgagee shall have the right and option to commence a civil action to foreclose the lien of this Mortgage and to obtain an order or judgment of foreclosure and sale subject to the rights of any tenant or tenants of the Premises. The failure to join any tenant or tenants of the Premises as party defendant or defendants in any such civil action or the failure of any such order or judgment of foreclosure to assert that the Mortgagee as a defendant in any civil action instituted to collect the indebtedness secured hereby, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

24. Reason of Prepayment Premium. If maturity of the indebtedness is accelerated by the Mortgagee because of an event of default, as herein provided, and a tender of payment is made by or on behalf of the Mortgagee in an amount necessary to satisfy the indebtedness at any time prior to judicial confirmation of foreclosure sale, such tender shall constitute an evasion of the prepayment premium provided for in the Note, if any, and shall be treated as a prepayment premium. Any such tender must therefore include the prepayment premium, if any required under the Note, or if at that time there is no prepayment premium provided for in the Note, then such payment will include a prepayment premium of two per cent (2%) of the then unpaid principal balance of the Note.

25. SECURITY AGREEMENT AND FINANCING STATEMENT. Mortgagee and Mortgagee agree: (i) that this Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code (the "Code") of the State in which the Premises are located with respect to all items on deposit with the Mortgagee pursuant to Paragraph 6 and (ii) hereof ("Deposit"), and with respect to all items on deposit included in the definition herein of the word "Premises," which property may not be deemed to form a part of the real estate described in EXHIBIT "A," or may not constitute a "Fixture" (within the meaning of Section 9-313 of the Code), and all replacements of such property, substitutions for such property, substitutions for such property, books and records relating to the Premises and operation thereof and the proceeds thereof being collected as the "Collateral"; and (iii) that the Deposits and all of Mortgagee's right, title and interest in and to the Collateral and the Deposits is hereby granted to the Mortgagee; and (iv) that the Deposits and all of Mortgagee's right, title and interest therein are hereby assigned to the Mortgagee; all to secure payment of the indebtedness and to secure performance by the Mortgagee of the terms, covenants and provisions hereof.

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Property

in the event of a default under this Mortgage, the Mortgagee, pursuant to the appropriate provisions of the Code, shall have an option to proceed with respect to both the real property and Collateral in accordance with its rights, powers and remedies with respect to the real property, in which event the default provisions of the Code shall not apply. The parties agree that if the Mortgagee shall elect to proceed with respect to the Collateral separately from the real property, five (5) days notice of the sale of the Collateral shall be reasonable notice. The reasonable expenses of retaining, holding, preparing for sale, selling and the like incurred by the Mortgagee shall include, but not be limited to, reasonable attorneys' fees and legal expenses incurred by Mortgagee including in-house staff. The Mortgagee agrees that, without the written consent of the Mortgagee, the Mortgagee will not remove or permit to be removed from the Premises any of the Collateral except as long as the Mortgagee is not in default hereunder. Mortgagee shall be permitted to sell or otherwise dispose of the Collateral when obsolete, worn out, inadequate, unrepairable or unnecessary for use in the operation of the Premises, but only upon replacing the same or substituting for the same other Collateral at least equal in value and utility to the initial value and utility of that disposed of and in such manner that said replacement or substituted Collateral shall be subject to the security interest created hereby and that the security interest of the Mortgagee shall be perfected and first in priority, it being expressly understood and agreed that all replacements, substitutions and additions to the Collateral shall be and become immediately subject to the security interest of the Mortgagee and further financing statements and security documents and assurances as Mortgagee may require, to the end that the items and security interests created hereby shall be and remain perfected and protected in accordance with the requirements of any present or future law; and (ii) an inventory of the Collateral in reasonable detail. The Mortgagee covenants and represents that all Collateral now is, and that all replacements thereof, substitutions thereof or additions thereto, unless the Mortgagee otherwise consents, will be free and clear of liens, encumbrances, title retention devices and security interests of others.

The Mortgagee and Mortgagee agree, to the extent permitted by law, that: (i) all of the goods described within the definition of the word "Premises" herein are or are to become fixtures on the land and described in EXHIBIT "A"; (ii) this instrument, upon recording or registration in the real estate records of the proper office, shall constitute a "future filing" within the meaning of Sections 9-313 and 9-402 of the Code; and (iii) Mortgagee is a record owner of the land described in EXHIBIT "A."

If the Collateral is used in connection with a sale of the Premises, Mortgagee shall notify the Mortgagee prior to such sale and shall require as a condition of such sale that the purchaser specifically agree to assume Mortgagee's obligations as to the security interests herein granted and to execute a Waiver Agreement and (iii) are deemed necessary by the Mortgagee to maintain Mortgagee's first perfected security interest in the Collateral. Deposits and the deposits covered in Paragraph 4 above.

28. LIEN FOR LOAN COMMISSIONS, SERVICE CHARGES AND THE LIKE. So long as the original Mortgagee named on Page 1 hereof is the owner of the Note, and regardless of what or any proceeds of the loan are disbursed, this Mortgagee also secures to the payment of all loan commissions, service charges, fees to its attorneys (including in-house staff), liquidated damages, expenses and advances due to or incurred by the Mortgagee in connection with the loan transaction intended to be secured hereby, all in accordance with the application of, and loan commitment issued to and accepted by, one or more of Mortgagee or Mortgagee's beneficiaries in connection with said loan, if applicable.

29. DUE ON SALE OR FURTHER ENCUMBRANCE CLAUSE. In determining whether or not to make the loan secured hereby, Mortgagee examined the credit-worthiness of Mortgagee and/or Mortgagee's beneficiary or guarantor (if applicable), found the same to be acceptable and relied and continues to rely upon same as the means of repayment of the loan. Mortgagee also evaluated the background and experience of Mortgagee and/or its beneficiary or guarantor (if applicable) in owning and operating the property such as the Premises, found the same to be acceptable and relied and continues to rely upon same as the means of maintaining the value of the Premises which is Mortgagee's security for the loan. It is recognized that Mortgagee is entitled to keep its loan portfolio at current interest rate by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a loan the security for which it purchased a party other than the original Mortgagee and/or its beneficiary (if applicable). Mortgagee and/or its beneficiary (if applicable) further recognize that any second or junior financing placed upon the Premises, or the acceleration and foreclosure by any such junior encumbrance which would force Mortgagee to take measures and incur expenses to protect its security; (c) would detract from the value of the Premises should Mortgagee come into possession thereof with the intention of selling same; and (d) impair Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee could be necessary to clear the title to the Premises.

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security, both of repayment by the indebtedness and of value of the Premises; (ii) giving Mortgagee the full benefit of its bargain and contact with Mortgagee and/or beneficiary (if applicable) and Mortgagee; (iii) allowing Mortgagee to raise the interest rate and/or collect assumption fees; and (iv) keeping the Premises and the beneficial interest (if applicable) free of subordinate financing liens, beneficiary (if applicable) and Mortgagee agree that if this Paragraph is deemed a restraint on alienation, that it is a reasonable one and that any sale, conveyance assignment, further encumbrance or other transfer of title to the Premises or any interest therein (whether voluntary or by operation of law) without the Mortgagee's prior written consent shall be an event of default hereunder. For the purpose of, and without limiting the generality of, the preceding sentence, the occurrence at any time of any of the following events shall be deemed to be an unpermitted transfer of title to the Premises and therefore an event of default hereunder:

(a) any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, all or any part of the title to the Premises or the beneficial interest or power of disposition under the trust agreement with the Mortgagee, if applicable;

(b) any sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any share of stock of the Mortgagee, (if a corporation) or the corporation which is the beneficiary or one of the beneficiaries under the trust agreement with the Mortgagee, or of any corporation directly or indirectly controlling such beneficiary corporation;

(c) any sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any general partnership interest of the limited partnership or general partnership (herein called the "Partnership") which is the Mortgagee or the beneficiary or one of the beneficiaries under the trust agreement with the Mortgagee;

(d) any sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any share of stock of any corporation directly or indirectly controlling any such Partnership.

Any consent by the Mortgagee, or any waiver of an event of default, under this Paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagee upon a subsequent event of default under this Paragraph.

30. EXCLUSIVITY. In the event the Mortgagee executing this Mortgage is an Illinois land trust, this Mortgage is executed by the Mortgagee, not personally, but as Trustee or trustee of the power and authority conferred upon and vested in it as such Trustee and the Mortgagee hereby warrants that it possesses full power and authority to execute this instrument and it expressly understood and agreed that nothing contained herein or in the Note shall be construed as creating any liability on the Mortgagee personally to pay the Note or any interest, late charge or premium that may accrue thereon, or any indebtedness secured by this Mortgage, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagee is personally concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness secured hereby shall look solely to the Premises and Collateral hereby mortgaged, conveyed and assigned and to any other security given at any time to secure the payment hereof.

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UNOFFICIAL COPY

PARTNERSHIP/Joint Venture 9 1 0 8 3 9 7 7

(name of partnership or joint venture)

a partnership, (state) (limited/general)

a joint venture

By

Its:

LAND TRUST:

MARQUETTE National Bank as Trustee under Agreement dated SEPTEMBER 26, 1978, and known as Trust No. 8706, and not personally.

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ATTEST:

This Mortgage is executed by the Marquette National Bank, 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 Marquette National Bank, 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 the said First Party or on said Marquette National Bank 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 herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right in or to the hereunder, and that so far as the First Party and its successors and said Marquette National Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereon, 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, Marquette National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

MARQUETTE NATIONAL BANK As Trustee as aforesaid and not personally.

By: Anne M. Scheurich VICE PRESIDENT
Attest: Joseph Schreiner ASSISTANT SECRETARY

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 the above named Vice President and Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed, as their free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22nd day of May, 1989.

Josephine Roti
Notary Public

OFFICIAL SEAL
JOSEPHINE ROTI
Notary Public, State of Illinois
My Commission Expires 2/26/91

STATE OF }
COUNTY OF } SS.

I, a Notary Public in and for and residing in the said County, in the State aforesaid, do hereby certify that and personally known to me to be the same person(s) whose name(s) (is/are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he (they) signed, sealed and delivered the said instrument as (his/her/their) free and voluntary act, for the uses and purposes and in the capacity (if any) therein set forth.

GIVEN under my hand and notary seal this day of, 19.....

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COOK COUNTY RECORDER
*2720 E *-91-083977
*45555 TRAN 5358 02/22/91 14:21:00

DEPT-01 RECORDING

\$29.50

P.I.N.# 19-13-424-031 AND 19-13-424-032

LOT 24 AND LOT 25 IN BLOCK 13 IN COBE AND MCKINNON'S 63RD STREET AND CALIFORNIA AVENUE SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(2758 West 63rd Street, Chicago, IL)

EXHIBIT "A"

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LEAHY LEAHY FEDERAL
DANIEL LEAHY
ESSENBERG
LEAHY WASHINGTON
309 W 800
STE 800 IL 60606
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