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MORTGAGE AND SECURITY AGREEMENT

*LaSalle National Trust, N.A., Successor Trustee to

This is a Mortgage and Security Agreement made as of the 20th day of July, 1992 by LaSalle National Bank successor Trustee, to the Exchange National Bank of Chicago, a national banking association, not personally but solely as trustee under a trust agreement dated January 22, 1979 and known as Trust No. 34933, (Mortgagee) to UNIVERSITY NATIONAL BANK, a national banking association, 1354 East 55th Street, Chicago, Illinois, its successors and assigns, ("Mortgagee").

Mortgagor is indebted to Mortgagee in the sum of Ninety Five Thousand (\$ 95,000.00) Dollars, together with interest, as evidenced by a promissory note of even date herewith made by Mortgagor (the "Note") payable in accordance with the terms and conditions stated in the Note and due on August 1, 1999.

THIRDPARTY. Mortgagor, in consideration and to secure payment of the indebtedness and of all other sums that may now or hereafter become due under the terms of the Note, this mortgage or any document securing the Note including all amounts expended or advanced by Mortgagee to discharge or enforce obligations of Mortgagor and to secure the performance of the terms, covenants and conditions contained herein or in the Note and to secure the prompt payment of any sums due under any renewal, extension or modification of the Note or of any note given in substitution thereof, (which renewal, extension, modification or substitution shall not impair in any manner the validity or priority of this mortgage) does hereby grant, convey, warrant, sell, mortgage and assign to Mortgagee, its successors and assigns, all of the real estate legally described as follows:

The west 25 feet of lot 7 in the subdivision of lots 1, 2, 3, 22, 23 and 24 in block 70 in Hopkins addition to Hyde Park in section 14, township 38 north, range 14 east of the third principal meridian, in Cook County, Illinois

PIN # 20-14-215-016

and commonly known as: 1321 E. 57th, Chicago, Illinois, which together with the following described property is sometimes herein referred to as the "premises":

- A. All right, title and interest of Mortgagor, including any after-acquired title or reversion, in and to the streets and alleys adjoining the premises;
- B. All estates, tenements, easements, appurtenances and privileges in any way now or hereafter appertaining;
- C. All buildings and improvements of every kind now or hereafter erected or placed on the premises and all materials intended for construction, reconstruction, alteration or repair of the improvements. All materials shall be deemed to be a part of the premises immediately upon delivery to the premises. The premises shall include all machinery, equipment, fixtures, furnishings, and personal property used or useful in the operation of the real estate, and all renewals or replacements thereof and substitutions therefor, whether or not the same are or shall be attached to the real estate or buildings in any manner. All property owned by Mortgagor and placed on the premises or used in connection with the operation or maintenance of the premises shall, to the extent permitted by law, be deemed to form a part of the real estate and for the purpose of this mortgage to be real estate and covered by this mortgage. As to any property which does not form a part of the real estate or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code), this mortgage is hereby deemed to be a security agreement under the Uniform Commercial Code (UCC) for the purpose of creating a security interest in such property which Mortgagor hereby grants to the Mortgagee as Secured Party, (as such term is defined in the UCC). This instrument constitutes a fixture filing within the meaning of the UCC.

To have and to hold the premises hereby mortgaged and conveyed unto Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under valuation, appraisement and the Homestead Exemption laws of the State of Illinois, which rights and benefits Mortgagor hereby expressly releases and waives.

COVENANTS

1. Mortgagor covenants and agrees:

- a. To pay, when due, all sums secured hereby without demand, excuse, claim, offset, deduction or defense.
- b. To keep the premises in good condition and repair and not to commit or permit waste thereon.
- c. To repair, replace, restore or rebuild any portion of the premises which may become damaged, destroyed or demolished with replacement at least equal in quality and condition as existed, free from any security interest in encumbrance on or reservation of title thereon.
- d. To keep the buildings now and hereafter on the premises and all insurable parts of the real estate insured, under a replacement cost form of insurance policy, against loss or damage by fire or other hazards as the Mortgagee may from time to time require in forma, with companies and in sums satisfactory to Mortgagee. All insurance policies shall be held by and be payable to Mortgagee as it interest may appear. At least fifteen (15) days before the expiration of each policy, Mortgagor shall deliver to Mortgagee a policy replacing the one expiring.
- e. Except to the extent money shall have been deposited and shall be available for payment of taxes under the succeeding provision of this paragraph, to pay, not less than ten (10) days before the same shall become delinquent or a penalty attaches thereto for non-payment, all taxes, assessments and charges of every nature which may be levied, assessed, charged or imposed on the premises, or any part thereof, and to pay when due any indebtedness which may be secured by a lien or charge on the premises, and, upon request by Mortgagee, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such lien or claim.

Upon request from Mortgagee, Mortgagor will thereafter pay to Mortgagee, on each date on which a payment is due under the Note, an amount equal to one-twelfth (1/12) of the amount Mortgagee may from time to time estimate will be required to pay (before the same become past due) all taxes, assessments and other governmental liens or charges against the property hereby mortgaged. Mortgagee shall procure and deliver to Mortgagor, in advance, statements for such charges. In the event of any default under the terms of this Mortgage, any part or all of the amounts paid by Mortgagee may be applied to the indebtedness secured hereby, and in refunding any part of such amounts, Mortgagee may deal with whomever is represented to be the owner of the premises at that time. No interest shall be payable on amounts deposited with Mortgagee under this provision, but until application by Mortgagee such amounts shall be deemed to be trust funds.

- f. To comply promptly with all statutes, ordinances, regulations, laws, conditions and restrictions which affect the mortgaged property, or its use, comply with all conditions and requirements necessary to preserve and extend all licenses, permits, privileges, franchises and concessions (including zoning variance, special exceptions and non-conforming uses) and not to permit the premises to be used for any unlawful purpose(s).
- g. To execute and deliver upon demand of Mortgagee any and all instruments Mortgagee may deem appropriate to perfect, evidence, protect or facilitate the enforcement of the lien of this mortgage.

- 2. Mortgagor hereby assigns and transfers to Mortgagee all rents and profits due or to become due and all deposits of money as advance rent, or for security, under all present and future leases or agreements for use or occupancy of the premises, including those made by Mortgagee under powers herein granted, hereby absolutely transferring and assigning all such leases and agreements and all avails thereunder to Mortgagee as independent and separate security for payment of the Note and performance of the agreements contained in this mortgage.
- 3. Mortgagor hereby assigns and transfers to Mortgagee, up to the amount of the indebtedness secured by this mortgage, all awards of damages in connection with any taking of or injury to the premises under power of eminent domain or acquisition for public or quasi-public use, and the proceeds of all awards after the payment of all expenses, including Mortgagee's attorney's fees, shall be paid to Mortgagee and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.
- 4. All monies received by Mortgagee (a) under any policy of insurance, (b) from awards or damages in connection with any taking of or injury to the mortgaged property for public use or (c) from rents and income, may, at Mortgagee's option without notice, be used (i) towards the payment of the indebtedness secured hereby or any portion thereof whether or not yet due and payable and (ii) towards reimbursement of all costs, attorney's fees and expenses of Mortgagee in collecting the proceeds of the insurance policies or the awards. Any monies received by Mortgagee not used will be paid over to Mortgagor.

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5. In the event of a default in the performance of any agreement of Mortgagor hereunder or under any other instrument given as security in connection with this transaction or in any payment provided for herein or in the Note, or if: (a) there is a default for a period of thirty (30) days in any other mortgage affecting the premises for a period of thirty (30) days, (b) the premises or any part thereof is attached, levied upon or seized, (c) any of the representations, warranties or statements of Mortgagor herein contained are incorrect or (d) Mortgagor abandons the premises, or sells or attempts to sell all or any part of or any interest in the premises, then and in any of such events and at any time thereafter, at Mortgagee's option, the whole amount hereby secured shall become immediately due and payable without notice or demand, and this mortgage may be foreclosed accordingly. Mortgagee shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the premises, with the power to protect and preserve the premises, to operate the premises preceding foreclosure or sale, and to collect the rents from the premises and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Mortgagee's right to the appointment of a receiver shall exist whether or not the apparent value of the premises exceeds the indebtedness due Mortgagee. Employment by Mortgagee shall not disqualify a person from serving as a receiver. If the mortgaged property is abandoned, Mortgagee may take immediate possession thereof with or without foreclosure.
6. If any of Mortgagor's covenants or agreements are not performed, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor, in any form and manner deemed expedient by Mortgagee 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 or other lien, encumbrance, suit, or claim or redem from any tax sale or forfeitures affecting the premises or contest any tax assessment. All monies paid for any of the authorized purposes and all expenses paid or incurred in connection therewith, including reasonable attorney's fees, and any other monies advanced by Mortgagee to protect the premises or the lien hereof shall be additional indebtedness secured by this mortgage and shall become immediately due and payable without notice and with interest thereon at the rate provided in the Note.
7. Mortgagor shall pay all costs and attorney's fees which may be incurred by Mortgagee in the event of foreclosure of this mortgage or in connection with any proceeding to which Mortgagee is a party by reason of this mortgage. Mortgagor will pay Mortgagee, in addition to other costs, a reasonable fee for title evidence prior to and after the filing of foreclosure and for the preparation of such foreclosure, together with all other expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the premises and expenses of upkeep and repair made in order to place the same in a condition to be sold.
8. Every maker or other person liable on the Note shall remain primarily bound (jointly and severally, if more than one) until the Note is fully paid, notwithstanding any sale or transfer of the mortgaged property. This instrument shall inure to the benefit of and bind the respective heirs, successors and assigns of the parties. Whenever used, the singular number shall include the plural, and the plural, the singular, and the use of any gender shall be applicable to all genders. The word Mortgagor shall include all persons claiming under or through Mortgagor and all persons liable for the payment of the indebtedness or any part thereof, whether or not such person shall have executed the Note or this mortgage.
9. No remedy or right of Mortgagee is exclusive, but is in addition to every other right or remedy herein conferred or now or hereafter existing by law. Each and every right, power and remedy may be exercised or enforced concurrently. No delay in the exercise of any of Mortgagee's rights shall preclude the subsequent exercise thereof and a waiver by Mortgagee of any default by Mortgagor shall operate as a waiver of subsequent defaults. Time is of the essence of all provisions of this Mortgage.
10. Any notice required by this mortgage or by law shall be sufficiently given if delivered by hand or sent by certified mail, postage prepaid to the addresses of the respective parties set forth above. Notices shall be deemed received on the third business day following the date of mailing.
11. In determining whether or not to make the loan secured hereby, Mortgagee examined the credit-worthiness of Mortgagor, 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 Mortgagor in owning and operating 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. Mortgagor recognizes that Mortgagee is entitled to keep its loan portfolio at current interest rates 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 is purchased by a party other than the original Mortgagor. Mortgagor further recognizes that any secondary or junior financing placed upon the Premises, (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure of the junior encumbrances which would force Mortgagee to take measures and incur expenses to protect its security; (c) would detract from the value of the Premises if Mortgagee obtains 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 would be necessary to clear the title to the Premises. Accordingly, if Mortgagor transfers, conveys, or assigns or attempts to transfer, convey or assign title to all or any portion of the premises, or any interest therein or if all or any portion of the beneficial interest in any trust which may at any time hold title to the premises is assigned (including a collateral assignment thereof) whether by operation of law, voluntarily, or otherwise, or if Mortgagor or any beneficiary of a trust contract to do any of the foregoing, Mortgagee, at its option, may accelerate the maturity of the Note causing the full principal balance, accrued interest, and prepayment premium, if any, to be immediately due and payable without notice to Mortgagor.

Mortgagor will not create, suffer or permit to be created or filed against the premises, any mortgage lien or other lien superior or inferior to the lien of this Mortgage. The Mortgagor may contest any lien claim arising from any work performed, material furnished, or obligations incurred by Mortgagee upon furnishing security and indemnification satisfactory to Mortgagee for the final payment and discharge thereof. In the event Mortgagor shall suffer or permit any superior or junior lien to be attached to the premises, the Mortgagee, at its option, has the unqualified right to accelerate the maturity of the Note causing the full principal balance and accrued interest to be immediately due and payable without notice to Mortgagor.

Any waiver by Mortgagee of the provisions of this paragraph shall not be deemed to be a waiver of the right of Mortgagee to insist upon strict compliance with the provisions of this paragraph in the future.
12. Upon full payment of all sums secured hereby, Mortgagee shall execute and deliver to Mortgagor a release of this mortgage to be recorded at Mortgagor's expense.
13. If at any time any federal, state, county, or municipal governmental subdivision or agency shall require revenue or other documentary stamps or impose any tax on this mortgage or the Note, then the indebtedness and accrued interest thereon shall be and become due and payable at the election of the Mortgagee thirty (30) days after the mailing notice of the election to Mortgagor; provided, however, this mortgage or the Note shall remain in effect, if Mortgagor lawfully may and do pay for such stamps or such tax including interest and penalties thereon to or on behalf of Mortgagee.
14. In the event of the enactment, after this date, of any law of the state in which the premises are located deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then, and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided however, that if, in the opinion of counsel for the Mortgagee, (a) it might be unlawful to require Mortgagee to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount of permitted by law, then, and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable within sixty (60) days from the giving of such notice. Notwithstanding the foregoing, Mortgagor is not obligated to pay any portion of Mortgagee's federal income tax.
15. Neither Mortgagor nor any other person now or hereafter obligated for payment of all or any part of the sums now or hereafter secured by this mortgage shall be relieved of any obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or of any other person to foreclose on this mortgage or otherwise enforce any provisions of the mortgage or the Note or by reason of the release, regardless of consideration, of all or any part of any security held for the indebtedness secured by this mortgage, or by reason of any agreement or stipulation between any subsequent owner of the premises and Mortgagee extending the time of payment or modifying the terms of the mortgage or Note, unless expressly released and discharged in writing by Mortgagee. Mortgagor and such other obligors shall continue to be liable to make payments according to the terms of any such extension or modification agreement. Mortgagee may release, regardless of consideration, any part of the security held for the indebtedness secured by this Mortgage without in any way impairing or affecting the lien of this Mortgage or its priority over any subordinate lien.
16. Mortgagor represents and warrants that the premises have not been and never will be, so long as this mortgage remains a lien, operated in violation of or used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq. (CERCLA), the Superfund Amendments and Reauthorization Act (SARA), Toxic Substances Control Act, as amended, 15 U.S.C. § 2601, et seq. (TSCA); Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. § 136, et seq. (FIFRA); Solid Waste Disposal Act, as amended, 42 U.S.C. § 6901 et seq.; Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; Clean Water Act, as amended, 33 U.S.C. § 1201 et seq.; Safe Drinking Water Act, as amended, 42 U.S.C. § 300f et seq.; Rivers and Harbors Appropriations Act, as amended, 33 U.S.C. § 407 et seq., applicable state laws or regulations adopted pursuant to any of the foregoing. Mortgagor authorizes Mortgagee and its agents to enter upon the premises to make such inspections and tests as Mortgagee may deem appropriate to determine compliance with this paragraph. Inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagor or any other person. Mortgagor agrees to indemnify and hold Mortgagee harmless from and against any and all claims and losses resulting from any breach of this paragraph. The indemnification shall survive payment of the indebtedness and satisfaction of this mortgage.

- 17. At any time, and from time to time, upon request of Mortgagee, Mortgagor will execute and deliver to Mortgagee or Mortgagee's designee or cause to be filed or recorded at such time and in such offices as Mortgagee may deem appropriate, all mortgages, security agreements, financing statements, continuation statements, certificates and other documents as may be necessary or desirable in the sole opinion of Mortgagee to effectuate, complete, perfect, continue or preserve: (a) the obligations of Mortgagor under the Note, this mortgage or any related documents and (b) the liens and security interests created by this mortgage. Mortgagor shall reimburse Mortgagee for all costs and expenses incurred in connection with the matters referred to in this paragraph. If Mortgagor fails to do any of the things referred to in this paragraph, Mortgagee may do so for and in the name of Mortgagor and at Mortgagor's expense. For such purposes, Mortgagor hereby irrevocably appoints Mortgagee as attorney-in-fact for the purpose of making, executing, delivering, filing, recording and doing all things as may be necessary or desirable to accomplish the matters referred to herein.
- 18. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage on Mortgagor's own behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagor, acquiring an interest in or title to the premises after the date of this mortgage.
- 19. Mortgagor hereby waives and releases:
 - a. All errors, defects and imperfections in any proceeding instituted by Mortgagee under the Note or this mortgage;
 - b. All benefits that might accrue to Mortgagor by virtue of any present or future law exempting the premises, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any stay of execution, exemption from civil process or extension of time for payment, and;
 - c. Unless specifically required herein, all notices of Mortgagor's default or of Mortgagee's election to exercise, or Mortgagee's actual exercise of any option under the Note or this Mortgage.
- 20. Time is of the essence of all provisions of this mortgage. All of the covenants of this mortgage shall run with the land.

This mortgage is executed by LaSalle National Bank successor Trustee to the Exchange National Bank of Chicago not personally but as trustee in the exercise of the power and authority conferred upon invested in it as trustee (and LaSalle National Bank successor Trustee to the Exchange National Bank of Chicago hereby represents and warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing contained in this mortgage or in the Note shall be construed as creating any liability on LaSalle National Bank successor Trustee to the Exchange National Bank of Chicago personally to pay the Note or any indebtedness arising under this mortgage or to perform any covenant either express or implied contained in this mortgage. All such liability, if any, is expressly waived by Mortgagee and every person now or hereafter claiming any right or security under this mortgage.

THE RIDER ATTACHED HERETO AND MADE A PART HEREOF
 IN WITNESS WHEREOF, Mortgagor has executed this mortgage the day and year first above written.
 LaSalle National Trust, N.A., Successor
 Trustee to LaSalle National Bank as Trustee
 and not personally under Trust Number
 10-34933-09.

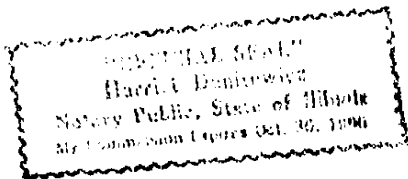
By: [Signature]
 Vice President
 Attest: Nancy A. Stack
 Assistant Secretary

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

HARRIET DENISEWICZ, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that **Corinne**

Bek vice-president of the **LaSalle National Trust, N.A.** **Nancy A. Stack** assistant secretary of the bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such vice-president and assistant secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the company, as trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23rd day of July, 1992.



[Signature]
 My Commission Expires _____

Prepared by and return to:

University National Bank
 1354 E. 55th
 Chicago, Illinois 60615

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BOX 333

FORWARDED TO THE

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
 DATED July 20, 1992 UNDER TRUST NO. 10-34933-09

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. 10-34933-09 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 thus 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 pledged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided for by action to enforce the personal liability of the grantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

SEE RIDER ATTACHED

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