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MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT
92691465 AND SECURITY AGREEMENT
LAND TRUST

92691465

MAR 06 1992

THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (hereinafter referred to as this "Mortgage") is made as of MARCH 3RD, 1992 from Bank of Chicago/Garfield Ridge, not personally but solely as Trustee pursuant to Trust Agreement dated JANUARY 25, 1991 and known as Trust No. 91-1-7 ("Mortgagor"), with a mailing address at 6353 West Fifty-fifth Street, Chicago, Illinois, 60638 and Bank of Chicago/LITTLE VILLAGE ("Mortgagee"), with a mailing address at 3333 WEST 26TH ST., Chicago, Illinois 60623. WHEREAS, Mortgagor is justly and truly indebted to Mortgagee in the principal sum of FOUR HUNDRED THOUSAND AND 00/100 (\$ 400,000.00) Dollars evidenced by a certain Promissory Note of even date herewith executed by Mortgagor payable to the order of Mortgagee whereby Mortgagor promises to pay out of that part of the trust estate subject to the aforesaid trust said principal sum as follows:

HC in 11 equal successive monthly installments of INTEREST ONLY each commencing with the installment due on APRIL 3RD, 1992 and continuing on the same day of each successive month thereafter with a final installment of the entire unpaid principal balance and accrued interest due on MARCH 3RD, 1993.

ON DEMAND
 Interest shall accrue from date hereof on the unpaid principal balance outstanding from time to time at the fixed rate of _____ % per annum.

HC Interest shall accrue from date hereof on the unpaid principal balance outstanding from time to time at the variable rate of ONE (1%) % per annum above the Mortgagee's prime rate which interest rate shall change on the date or dates the said prime rate changes

Interest shall be paid in successive monthly installments. ***PRIME PLUS**
The interest rate due under the Note on default or after maturity ("Default Rate") shall be a simple interest rate of FIVE (5%) % per annum. All payments due under the Note shall be paid by Mortgagor to Mortgagee at the office of the Mortgagee at its address set forth above.

To secure payment by Mortgagor of the Note when the same becomes due and payable (whether by lapse of time, acceleration or otherwise), including all renewals, extensions, modifications and refinancings thereof, and the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms, Mortgagor does hereby **GRANT, MORTGAGE, CONVEY AND ASSIGN** to Mortgagee, its successors and assigns the following described real estate situated in the County of COOK, State of Illinois, to wit:

LOTS 1, 2 AND 3 IN P.E. HODEK'S SUBDIVISION OF LOTS 23 AND 24 IN BLOCK 1 IN JOHN KIBLER'S SUBDIVISION OF LOTS 14 AND 15 OF C.C. MONRY'S SUBDIVISION OF EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

92691465

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Street Address: 3700-3710 W. 26TH ST., CHICAGO, IL 60623
P.I.N. 16-26-123-037

This Instrument prepared by: M. DI GIANNANTONIO, BANK OF CHICAGO / LITTLE VILLAGE, 3333 W. 26TH ST., CHICAGO, IL 60623

TOGETHER WITH (1) all buildings, improvements, fixtures, appurtenances, easements and hereditaments thereto belonging; and together with all equipment and machinery now or hereafter therein or thereon used to supply heat, gas, air conditioning, electrical, sprinkler systems, plumbing, water, light, power, refrigeration and ventilation; elevators, escalators, communication and electronic monitoring equipment, tanks, pumps and together with any other fixtures, equipment, machinery or other personal property now or hereafter placed on the above described property which shall be employed in connection with the operation, use, occupancy or enjoyment thereof; (2) all right, title and interest of Mortgagor, including any after-acquired title or reversion, in and to the rights-of-way, roads, streets, avenues and alleys adjoining the Mortgaged Premises; (3) all rents, issues, proceeds and profits accruing and to accrue from the Mortgaged Premises and all right, title and interest of Mortgagor in and to any and all leases approved by Mortgagee now or hereafter on or affecting the Mortgaged Premises, whether written or oral, and all other leases and agreements for the use thereof (collectively "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission of Mortgagee given to Mortgagor to collect the rentals to be paid pursuant thereto, provided Mortgagor shall not be in default hereunder; and (4) all proceeds heretofore or hereafter payable to Mortgagor by reason of loss or damage by fire and such other hazards, casualties and contingencies insured pursuant to the insurance policies hereinafter described and awards and other compensation heretofore or hereafter payable to Mortgagor for any taking by condemnation or eminent domain proceedings of all or any part of the Mortgaged Premises or any easement or appurtenance thereof, including severance and consequential damages, (said real estate and all of the above collectively referred to herein as the "Mortgaged Premises").

TO HAVE AND TO HOLD the Mortgaged Premises unto Mortgagee, its successors and assigns forever (Mortgagor hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State of Illinois and all rights of homestead created by the Federal Bankruptcy Code) provided, however, that if and when Mortgagor shall pay the principal and accrued interest on the Note and all other indebtedness hereby secured shall be paid in full and shall perform all of the terms, covenants and agreements contained herein, then this Mortgage shall become null and void and shall be released upon the written request and expense of Mortgagor.

Mortgagor covenants that Mortgagor is lawfully seized of the real estate hereby conveyed and has the right to mortgage, ~~grant~~ and convey the Mortgaged Premises; that the Mortgaged Premises are unencumbered and that Mortgagor will ~~defend~~ defend generally the title to the Mortgaged Premises against all claims and demands, subject to any declarations, easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Mortgaged Premises.

MORTGAGOR HEREBY FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. Mortgagor hereby agrees: (a) to pay when due all indebtedness secured by this Mortgage, all interest thereon and all other indebtedness, obligations and liabilities which this Mortgage secures; (b) not to commit or permit to exist any waste of the Mortgaged Premises and to keep the Mortgaged Premises in good condition and repair; (c) to keep the Mortgaged Premises free of any mortgage, trust deed, mechanic's lien, or other lien or encumbrance; (d) not to suffer or permit unlawful use or any nuisance to exist upon the Mortgaged Premises; (e) not to remove or demolish any part of the improvements of a structural nature which would adversely affect the value of the Mortgaged Premises; (f) not to abandon the Mortgaged Premises; (g) to pay when due any indebtedness or liability which may be secured by a mortgage, lien, other encumbrance or charge on all or any part of the Mortgaged Premises equal or senior in priority to this Mortgage; (h) to complete within a reasonable time any buildings or improvements now or at any time in the process of erection upon the Mortgaged Premises; (i) immediately after destruction or damage to all or any part of the Mortgaged Premises to commence and promptly complete the rebuilding or restoration of buildings, improvements and all other property now or hereafter on the Mortgaged Premises unless Mortgagee elects to apply the proceeds of insurance to the indebtedness secured by this Mortgage as hereinafter provided; (j) to comply with all laws, regulations, rulings, ordinances, orders and all other requirements imposed by any governmental or other competent authority and with all restrictions, covenants and conditions relating to the Mortgaged Premises or to the use of thereof; (k) not to make or permit, without first obtaining the written consent of the Mortgagee, the use of the Mortgaged Premises for any purpose other than that for which it was used on the date of this Mortgage or the removal, demolition or sale of any

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Form 702
5/90

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We wish for you to re-record both documents since some of the dates were originally left blank. Enclosed herewith are two \$27.50 Checks for each of the recordings.



COOK COUNTY RECORDER

#7823 # 4-2-4-1445

1#9292 TRAM 6215 01/17/92 16:05:04

DEPT-01 RECORDING \$27.50

CHICAGO, IL 60623

3333 N. 26TH ST.

BANK OF CHICAGO / LITTLE VILLAGE

MAIL TO: [Redacted]

OFFICIAL SEAL
TRACY ANN ZOOK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/5/93

5/5/93

My Commission expires:

Tracy Ann Zook
Notary Public

Given under my hand and notarial seal this 5th day of March 1992
I, the undersigned, being a Notary Public in and for the said County of Cook, Illinois, do hereby certify that the foregoing instrument was subscribed to by the persons whose names are subscribed to the same, and that the same was acknowledged to me by said persons, and that the same was acknowledged to me by said persons as the 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; and the said Bank, as Trustee as aforesaid, acknowledged that it is the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and there acknowledged that as custodian of the corporate seal of said Bank (as aforesaid) the seal as aforesaid and the seal of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Tracy Ann Zook, Assistant Vice President
Rosemarie J. Baran, Land Trust Officer
June A. Novotny, Assistant Vice President
DO CERTIFY
in the State aforesaid, and for the said County of Cook, Illinois

DEPT-01 RECORDING \$27.50
1#1111 TRAM 2056 03/04/92 12:54:00
#5371 # 4-2-14734
COOK COUNTY RECORDER

ACKNOWLEDGMENT

By: *June A. Novotny*
June A. Novotny
Assistant Vice President

By: *Rosemarie J. Baran*
Rosemarie J. Baran
Land Trust Officer

ATTEST
By: *Tracy Ann Zook*
Tracy Ann Zook
Assistant Vice President

IN WITNESS WHEREOF, Mortgagee has executed this Mortgage the day and year first above written.
BANK OF CHICAGO/GARFIELD RIDGE,
not personally, but solely as Trustee as aforesaid.

24. This Mortgage is executed by Bank of Chicago/Garfield Ridge, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank of Chicago/Garfield Ridge, 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 the Note shall be construed as creating any liability on Bank of Chicago/Garfield Ridge personally to pay the Note or any interest thereon, or any indebtedness accruing hereunder, or to perform any covenants, conditions and agreements herein or therein contained, either express or implied, all such liability, if any, being expressly waived by Mortgagee and every person now or hereafter claiming any right or security hereunder. Mortgagee further acknowledges and agrees that Mortgagee's sole recourse against Mortgagee shall be to proceed against the Mortgaged Premises and other property given as security for the payment of the Note and other indebtedness and obligations hereby secured, in the manner herein, in the Note and related loan documents and by law provided.

23. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Mortgage contained by or on behalf of Mortgagee, or by or on behalf of Mortgagee, shall bind and inure to the benefit of the respective heirs, personal representatives, successors, vendees and assigns of such parties, whether expressed or not. In addition, all covenants, promises and agreements of Mortgagee herein shall be binding upon the beneficiaries of Mortgagee and any other parties claiming any interest in the Mortgaged Premises under Mortgagee. If more than one party signs the instrument as Mortgagee, then the term "Mortgagee" as used herein shall mean all of such parties, jointly and severally. In addition, the term "Mortgagee" shall include all persons claiming under or through Mortgagee and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage.

22. This Mortgage shall be construed in accordance with and governed pursuant to the laws of the State of Illinois. Whenever possible, each provision of this Mortgage shall be interpreted in such a manner as to be effective and valid pursuant to applicable law; provided, however, that if any part hereof shall be prohibited by or invalid hereunder, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Mortgage.

21. All communications provided for herein shall be in writing and shall be deemed to have been given when delivered personally or three (3) business days after mailing by United States certified mail, return receipt requested, first class mail, postage prepaid, addressed to the parties hereat at their addresses as shown at the beginning of this Mortgage or to such other and different address as Mortgagee or Mortgagee may designate pursuant to a written notice sent in accordance with the provisions hereof.

20. Mortgagee represents and agrees that the proceeds of the Note will be used for business purposes and that the Note and this Mortgage are exempt from limitations upon lawful interest, pursuant to the terms of the Illinois Revised Statutes, Chapter 17, Paragraph 8404.

19. Mortgagee shall have the right to inspect the Mortgaged Premises at all reasonable times, and access thereto shall be permitted for that purpose, and attorneys' fees for negotiation, drafting, closing and protecting this Mortgage and loan documents and for advice in connection therewith.

18. Mortgagee shall pay Mortgagee's costs and expenses, the charges, search fees, appraisal fee, recording fee, costs of survey, trust fees

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building, improvement, fixture, machine or equipment now or hereafter on the Mortgaged Premises; (l) that no construction shall be commenced upon the Mortgaged Premises unless the plans and specifications for such construction have been submitted to and approved in writing by Mortgagee to the end that such construction shall not, in the reasonable judgment of the Mortgagee, entail prejudice to the loan evidenced by the Note and this Mortgage; and (m) that if the Mortgaged Premises are now or hereafter located in an area which has been identified by the Secretary of Housing and Urban Development as a flood hazard area and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as may be amended from time to time (the "Act"), the Mortgagor will keep the Mortgaged Premises covered for the term of the Note by flood insurance up to the maximum limit of coverage available under the Act.

2. Mortgagor shall keep the Mortgaged Premises continuously insured against loss or damage by fire, lightning, windstorm, malicious mischief, vandalism and extended coverage hazards, for full replacement value, and shall provide business interruption, boiler and machinery, flood and dramahop insurance if required by Mortgagee. All casualty policies shall contain a standard mortgagee clause naming Mortgagee as first Mortgagee and a loss payable endorsement in favor of Mortgagee. Mortgagor shall also provide a Comprehensive General Liability Property Damage and Workmen's Compensation Policy naming Mortgagee as an additional insured. All policies of insurance shall be written by insurers acceptable to Mortgagee and have such monetary limits as Mortgagee shall require.

3. In the event of any loss or damage sustained by casualty for which insurance policies are in effect, the Mortgagee is authorized to adjust, compromise and collect all claims thereunder without the consent of the Mortgagor and to execute and deliver on behalf of Mortgagor all necessary proofs of loss, receipts, vouchers, releases and such other documents as shall be required by the insurers to be executed. At the election of Mortgagee, the proceeds of any insurance may be applied to the reduction of the indebtedness secured by this Mortgage, whether or not then due, or may be applied to the cost of building or restoring of buildings and improvements on the Mortgaged Premises, or may be applied to both purposes in such proportion as the Mortgagee shall determine. That part of the Mortgaged Premises so damaged or destroyed shall be repaired or rebuilt, in accordance with plans and specifications therefor submitted to and approved by Mortgagee (which approval shall not be unreasonably withheld or delayed) and all life, safety and environmental regulations, laws, ordinances (including zoning), rules and regulations of governmental authorities having jurisdiction thereover, so as to be as similar, as is reasonably possible, to the condition which existed prior to such casualty.

4. Mortgagor shall pay all general real estate taxes, special taxes, special assessments, water and sewer charges and all other taxes and charges on the Mortgaged Premises before any charge for nonpayment attaches or accrues and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor. Mortgagor shall desire to contest any tax or special assessment, to avoid default under this Mortgage. Mortgagor shall pay such tax or assessment in full in the manner provided by law.

5. In case of default hereunder, Mortgagee may, at its option, at any time make any payment or perform any act herein required by Mortgagor in any form and manner deemed expedient by Mortgagee, and Mortgagee may, at its option, make full or partial payments of principal or interest on prior encumbrances, if any, pay delinquent taxes and insurance premiums and purchase, discharge or settle any tax lien or any other prior lien or claim, redeem from any tax sale or forfeiture affecting the Mortgaged Premises or contest any tax or assessment. All monies paid or incurred by Mortgagee in connection therewith including costs and attorneys' fees and any other monies advanced by Mortgagee to protect the Mortgaged Premises shall be so much additional indebtedness secured hereby and shall be immediately due and payable by Mortgagor together with interest at the Default Rate defined herein.

6. Mortgagor agrees to pay to Mortgagee each month a sum specified by Mortgagee and estimated by Mortgagee to be equal to one-twelfth of the total amount of the general property taxes to be assessed against the Mortgaged Premises for the year in which the deposit is made and one-twelfth of the annual premiums for insurance required by this Mortgage. Mortgagor shall also increase the monthly deposit for payment of all special assessments. Mortgagor agrees that no trust shall be deemed to exist by reason of the making of the foregoing deposits, no interest shall be payable thereon and the deposits may be commingled with Mortgagee's funds. The Mortgagee is hereby authorized to pay all taxes, special assessments and insurance premiums as charged or billed without inquiry as to the accuracy or validity thereof. If deposits made hereunder for taxes, special assessments and insurance premiums shall not be sufficient to pay the amounts billed as they become due, the Mortgagor shall pay the deficiency to Mortgagee on demand.

7. In the event that the Mortgaged Premises or any part thereof is taken by condemnation, Mortgagee is hereby empowered to collect and receive any awards resulting therefrom ("Awards"), which shall, at the election of Mortgagee, be applied to the payment of the Note or any other indebtedness secured hereby, or on account of rebuilding or restoring that part of Mortgaged Premises not so taken or damaged. If Mortgagee elects to permit the use of Awards for rebuilding or restoration of the Mortgaged Premises, the Mortgaged Premises shall be so rebuilt or restored in accordance with plans and specifications therefor submitted to and approved by Mortgagee (which approval shall not be unreasonably withheld or delayed) and applicable laws, so as to be as similar, as is reasonably possible, to the condition which existed prior to condemnation. In the event the Awards are insufficient to pay for all costs of rebuilding or restoration, Mortgagor shall deposit with Mortgagee an amount equal to such excess costs prior to any disbursement.

8. To further secure payment of the Note, all other indebtedness secured hereby and performance of all of the terms, covenants, conditions and agreements contained herein, Mortgagor hereby sells, assigns and transfers to Mortgagee all of its right, title and interest in and to all Leases and rentals, issues, proceeds and profits now due and which may hereafter become due pursuant thereto, it being the intention hereby to establish an absolute transfer and assignment thereof to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee its agent, in its name and stead (with or without taking possession of the Mortgaged Premises), to rent, lease or let all or any part of the Mortgaged Premises to any party or parties, at such rental and upon such terms as Mortgagee shall, in its discretion, determine and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter and all presently due or which may hereafter become due pursuant to each and every Lease or any other tenancy existing or which hereafter exists on the Mortgaged Premises, with the same rights and powers and subject to the same rights and powers as Mortgagor would have. If no Event of Default under this Mortgage has occurred, Mortgagor shall have the right to collect all of the rents arising from Leases or renewals thereof. Upon an occurrence of an Event of Default, Mortgagee, at any time or times thereafter, without notice to Mortgagor may notify any and all of the tenants of the Leases that the Leases have been assigned to Mortgagee and Mortgagee may direct said tenants thereafter to make all rentals and payments due from tenants under the Leases directly to Mortgagee and shall have the right to enforce the terms of the Leases and obtain payment of and collect the rents, by legal proceedings or otherwise in the name of the Mortgagor. Mortgagor will at all times deliver to the Mortgagee duplicate originals or certified copies of all leases, agreements and documents relating to the Mortgaged Premises and shall permit access by the Mortgagee to its books and records, insurance policies and other papers for examination and making copies and extracts thereof. The Mortgagee, its agents and designees shall have the right to inspect the Mortgaged Premises at all reasonable times and access thereto shall be permitted for that purpose.

9. Prior to execution of this Mortgage, Mortgagor shall obtain and deliver to Mortgagee a commitment for an ALTA Loan Policy in the full amount of the Note issued by a title company acceptable to Mortgagee. All objections contained in the loan commitment shall be approved by and acceptable to Mortgagee.

10. This Mortgage is given to and shall secure not only existing indebtedness, but also future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, as are made within twenty years from the date hereof, to the same extent as if future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all such indebtedness and future advances from the time this Mortgage is filed for record in the office of the Recorder of Deeds or the Registrar of Titles of the county where the Mortgaged Premises described herein are located. The total amount of indebtedness that may be so secured may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed \$ 400,000.00 of principal, plus interest thereon, and any disbursements by Mortgagee made for the payment of taxes, special assessments or insurance on the Mortgaged Premises, with interest on such disbursements, and all costs of collection, including reasonable attorneys' fees.

11. If Mortgagor shall transfer, convey, alienate, pledge, hypothecate or mortgage the Mortgaged Premises or any part thereof, or any beneficiary of Mortgagor shall transfer, convey, alienate, pledge or hypothecate his beneficial interest or shall alter in any way the Trust Agreement under which Mortgagor holds title, or shall sell, transfer or assign the shares of stock of any corporate owner of the Mortgaged Premises or of any corporation which is the beneficiary of the Mortgage, Mortgagee, at its option, may accelerate the maturity of the Note and declare it to be due and payable forthwith.

12. This Mortgage shall constitute a security agreement between Mortgagor and Mortgagee with respect to that portion of the Mortgaged Premises constituting property or interests in property, whether real or personal, including any and all sums deposited by Mortgagor and held by Mortgagee which are subject to the priority and perfection provisions of the Illinois Uniform Commercial Code. Therefore, to secure payment of the Note and all other indebtedness and obligations of Mortgagor hereunder, Mortgagor hereby grants to Mortgagee a security interest in the Mortgaged Premises and in all such deposits and agrees that, upon an Event of Default, Mortgagee shall have all of the rights and remedies of a secured party under the Illinois Uniform Commercial Code.

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