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92092823

RECORDATION REQUESTED BY:

SUBURBAN BANK OF WEST BROOK
10500 W. CERMAK RD.
WESTCHESTER, IL 60154

WHEN RECORDED MAIL TO:

SUBURBAN BANK OF WEST BROOK
10500 W. CERMAK RD
WESTCHESTER, IL 60154

SEND TAX NOTICES TO:

SUBURBAN NATIONAL BANK OF PALATINE TRUST 5429
50 N BROCKWAY
PALATINE, IL 60067

DEPT-01 RECORDING $31.50
T#6666 TRAN 9442 02/13/92 15:28:00

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

MORTGAGE

COOK COUNTY RECORDER

THIS MORTGAGE IS DATED DECEMBER 27, 1991, between SUBURBAN NATIONAL BANK OF PALATINE TRUST 5429, 100% ASSIGNMENT OF BENEFICIAL INTEREST IN SUBURBAN NATIONAL BANK OF PALATINE, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 10, 1989 AND KNOWN AS TRUST NUMBER 5429, whose address is 50 N BROCKWAY, PALATINE, IL 60067 (referred to below as "Grantor"); and SUBURBAN BANK OF WEST BROOK, whose address is 10500 W. CERMAK RD., WESTCHESTER, IL 60154 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated January 9, 1989 and known as SUBURBAN NATIONAL BANK OF PALATINE TRUST 5429, mortgages and conveys to Lender [illegible] and interest in and to the following described real property together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, water courses and ditch rights [illegible] and all other rights, royalties, and profits relating to the real property, including [illegible] and similar matters, **located in COOK County, State of Illinois (the "Real Property"):**

92092823

LOT 15 IN THOMPSON'S RESUBDIVISION OF BLOCK 4 IN THE CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1935 NORTH CHICAGO AVENUE, CHICAGO, IL 60622. [illegible]

[illegible] property [illegible] the Property [illegible] the Property [illegible] in addition Grantor grants [illegible] Property [illegible]

DEFINITIONS. [illegible] Mortgage [illegible] Mortgage [illegible] Dollars in lawful money of the United States of America.

Grantor. The word Grantor means DANIEL CURRY, Trustee under that certain Trust Agreement dated January 9, 1989 and known as SUBURBAN NATIONAL BANK OF PALATINE TRUST 5429. The Grantor is the mortgagor under this Mortgage.

Guarantor. [illegible]

Improvements. [illegible]

Indebtedness. [illegible] Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word Lender means SUBURBAN BANK OF WEST BROOK, its successors and assigns. [illegible] the mortgagee under this Mortgage.

Mortgage. The word Mortgage means this Mortgage [illegible] without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. [illegible] **in the original principal amount of $70,000.00** [illegible] and substitutions for the promissory note or agreement. [illegible] December [illegible], 1996.

Personal Property. [illegible] all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessories, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word Property means collectively the Real Property and the Personal Property.

Real Property. The words Real Property mean the property, interests and rights described above in the "Grant of Mortgage" section.

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Related Documents. [illegible] promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, [illegible] and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. [illegible] rents, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage [illegible] shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. [illegible] Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Maintain. [illegible] the Property, [illegible] shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. [illegible] Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 [illegible] Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Resource Conservation and Recovery Act of 1976, [illegible] Section 9601 et seq. [illegible] Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, [illegible] or about the Property by any person at any time prior to Grantor's ownership of the Property, except [illegible] previously disclosed to and acknowledged by Lender in writing, [illegible] any hazardous waste or substance by any person relating to such matters and [illegible] any person relating to such matters and claims by any person relating to such matters; and (c) except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, or dispose of any hazardous waste or substance on, under, or about the Property, and (ii) [illegible] Federal, State, and local laws, regulations, and ordinances. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on Lender's part to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. [illegible] shall not cause, conduct or permit any nuisance nor commit, suffer or permit any substantial waste on or to the Property or any part of the Property. [illegible] shall not lease or cut timber, or grant to any other party the right to remove any timber, minerals (including oil and gas), soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. [illegible] shall not remove, demolish or Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equivalent value.

Lender's Right to Enter. [illegible] Property, [illegible] Lender's agents and representatives may enter upon the Property at all reasonable times to attend to Lender's interests and to inspect the Property in order to confirm Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. [illegible] Property, including the requirements of all applicable governmental boards, agencies, authorities and officers. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate bond or other security satisfactory to Lender to protect Lender's interest.

Duty to Protect. [illegible] Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. [illegible] Lender. Without the prior written consent of Lender, Grantor shall not sell or transfer ownership of the Property, or any interest in the Property. A sale or transfer means the conveyance of Property or any right, title or interest in the Property; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to land trust holding title to the Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by Federal Law or by Illinois Law.

TAXES AND LIENS. [illegible] Mortgage:

Payment. Grantor shall pay when due (and in all cases prior to delinquency) all taxes, special taxes, assessments, water charges and sewer service charges [illegible] Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, except for the existence of a lien in compliance with the requirements of the next paragraph, and except as otherwise provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to

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[illegible]

Evidence of Payment. [illegible] authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. [illegible] materials are supplied to the Property, [illegible] Lender.

PROPERTY DAMAGE INSURANCE. [illegible]

Maintenance of Insurance. [illegible] Lender.

Application of Proceeds. [illegible]

Unexpired Insurance at Sale. [illegible]

Grantor's Report on Insurance. [illegible]

EXPENDITURES BY LENDER. [illegible]

WARRANTY; DEFENSE OF TITLE. [illegible]

Title. [illegible]

Defense of Title. [illegible]

Compliance With Laws. [illegible]

CONDEMNATION. [illegible]

Application of Net Proceeds. [illegible]

Proceedings. [illegible]

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. [illegible]

Current Taxes, Fees and Charges. [illegible]

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92[illegible]

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Whatever other action is required by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses of the lien recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific flat or charge on all or any part of the Indebtedness secured by this type of Mortgage; (c) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (d) a tax on this type of Mortgage chargeable against the lender or the holder of the Note; and (e) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions of this Mortgage constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender shall, at any time, and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each request asking that Lender disclose the information to any other party), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

Further Assurances. At any time, and from time to time, upon request by Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the Indebtedness and the security interests created by this Mortgage, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this section.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable statement of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

DEFAULT. Each of the following, at the choice of Lender, shall constitute an Event of Default (the "Event of Default") under this Mortgage:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or discharge of any lien.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition in this Mortgage, the Note, or in any of the Related Documents.

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor. Notwithstanding the foregoing, to the extent permitted by federal law or Illinois law, the death of Grantor or dissolution or termination of Grantor's existence as a going business is not an Event of Default except to the extent it results in the dissolution or termination of Grantor's existence as a going business or the death of all persons liable for the payment of the Indebtedness.

Foreclosure, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor against any of the Rents or the Personal Property. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occur with respect to any guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent.

Insecurity. Lender reasonably deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

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UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand exist. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender 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 Property, with the power to protect and preserve the Property, to operate the Property preparatory to foreclosure or sale, and to collect the Rents from the Property 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. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Trustee or Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon appeal. Whether or not any court action is involved, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights, shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including any notice of default and any notice of sale shall be given in writing, and shall be deemed given when delivered or when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other persons or circumstances. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

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Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES TO THE EXTENT PERMITTED UNDER ILL. REV. STAT. CH. 110 SECTION 15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF GRANTOR AND ON BEHALF OF ANY OTHER PERSON THAT IS PERMITTED TO REDEEM THE PROPERTY.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. Delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR'S LIABILITY. This Mortgage is executed by Grantor, not personally, but as Trustee as aforesaid in the exercise of the power and the authority conferred upon and vested in said Trustee by the terms of said trust agreement, and said Trustee hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing herein or in said trust agreement or any other instrument executed by said Trustee in connection with this Mortgage shall be construed as creating any liability on said Trustee personally to pay the Note 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 Lender and by every person now or hereafter claiming any right or security hereunder, and that so far as Grantor and its successors and Trustee are concerned, the holder of the Note and the other indebtedness secured hereby shall look solely to the Property for the payment of the Note and the other indebtedness secured hereby, by enforcing the lien and security interest hereunder and in the manner prescribed herein and in the Note.

SUBURBAN NATIONAL BANK OF PALATINE TRUST 5429 ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS MORTGAGE AND NOT PERSONALLY, BUT AS TRUSTEE, AS PROVIDED ABOVE, HAS CAUSED THIS MORTGAGE TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED.

Suburban National Bank of Palatine and not personally but as Trustee as aforesaid
By: 1/10/89
Its: Trust Officer
Attest:

GRANTOR:

SUBURBAN NATIONAL BANK OF PALATINE TRUST 5429

By:
DANIEL CURRY, TRUSTEE

Suburban National Bank of Palatine and not personally but as Trustee as aforesaid
By: 1/10/89
Its: Trust Officer
Attest:

This Mortgage prepared by X
SUBURBAN BANK OF WEST BROOK

CORPORATE ACKNOWLEDGMENT

STATE OF ILL)
) SS
COUNTY OF COOK)

"OFFICIAL SEAL"
COLLEEN M. McGILL
Notary Public, State of Illinois
My Commission Expires 8-13-95

On this day before me, the undersigned Notary Public, personally appeared DANIEL CURRY, TRUSTEE of SUBURBAN NATIONAL BANK OF PALATINE TRUST 5429 and known to me to be authorized trustees or agents of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its Board of Directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

By: Residing at: Palatine, Ill.
Notary Public in and for the State of ILL My commission expires 8/13/95

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