

RECORDATION REQUESTED BY:

NBD BANK WOODRIDGE  
7501 South Lemont Road  
Woodridge, IL 60517

DEPT-01 RECORDINGS

\$29.00

TR9999 TRAN 2594 06/01/92 07:47:00  
16491 B 31 92-379611  
COOK COUNTY RECORDER

WHEN RECORDED MAIL TO:

NBD BANK WOODRIDGE  
7501 South Lemont Road  
Woodridge, IL 60517

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED MARCH 7, 1992, between PIONEER BANK AND TRUST COMPANY, AS TRUSTEE, whose address is 4000 W NORTH AVENUE, CHICAGO, IL (referred to below as "Grantor"); and NBD BANK WOODRIDGE, whose address is 7501 South Lemont Road, Woodridge, IL 60517 (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 December 20, 1985 and known as 24317, mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently created or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

LOT 39 IN THE SOUTH 1/2 IN LOT 40 IN BLOCK 35 IN S.E. GROSS FIRST EDITION TO WEST GROSSDALE IN A SUB OF THE WEST 840.5 FEET S OF THE CENTER OF OGDEN AVE OF THE E 1/2 OF THE NW 1/4 OF SECTION 3 TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4225 RAYMOND, BROOKFIELD, IL 60513. The Real Property tax identification number is 18-03-125-010.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Borrower. The word "Borrower" means STEVE HENRICKSON and CHRISTINA HENRICKSON.

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Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated March 7, 1992, between Lender and Borrower with a credit limit of \$30,000.00, together with all renewals, extensions, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The maturity date of this Mortgage is March 7, 1997. The interest rate under the revolving line of credit is a variable interest rate based upon an index. The index currently is 0.500% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 1.500 percentage points above the index for balances of \$14,000.00 and under, at a rate 1.000 percentage points above the index for balances of \$15,000.00 to \$20,000.00, and at a rate 0.500 percentage points above the index for balances of \$30,000.00 and above, subject however to the following maximum rate. Under no circumstances shall the interest rate be more than the lesser of 17.500% per annum or the maximum rate allowed by applicable law.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

Grantor. The word "Grantor" means PIONEER BANK AND TRUST COMPANY, Trustee under that certain Trust Agreement dated December 20, 1985 and known as 24317. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance.

Lender. The word "Lender" means NBD BANK WOODRIDGE, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Personal Property. The words "Personal Property" mean 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 funds 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.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments and documents, whether in or hereafter existing, executed in connection with Borrower's Indebtedness to Lender.

Rents. The word "Rents" means all present and future rents, revenues, income, leases, 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:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power and right to enter into this Mortgage and to hypothecate the Property; (c) Grantor has authorized

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**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**Compliance with Existing Indebtedness.** During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the credit line and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Credit Agreement, or (c) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage.

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**EXISTING INDEBTEDNESS.** The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

**Existing Lien.** The lien of this Mortgage securing the Indebtedness may be secondary and inferior to the lien securing payment of an existing obligation to PRINCIPAL MUTUAL LIFE INSURANCE COMPANY described as: MORTGAGE DATED 3/12/81 AS DOCUMENT 01143836. The existing obligation has a current principal balance of approximately \$72,000.00 and is in the original principal amount of \$79,000.00. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such Indebtedness, any default under the instruments evidencing such Indebtedness, or any default under any security documents for such Indebtedness.

**No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

**CONDEMNATION.** The following provisions relating to condemnation of the Property are a part of this Mortgage.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees necessarily paid or incurred by Grantor or Lender in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested 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 incurred in 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 tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

**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 (as defined below), and Lender may exercise any or all of its available remedies in an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) consents 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 relating to this Mortgage as a security agreement are a part of this Mortgage.

**Security Agreement.** This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of 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 Real and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, 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 (such as required by the Uniform Commercial Code), 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 of 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, retitled, or re-recorded, 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 obligations of Grantor and Borrower under the Credit Agreement, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**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 Borrower pays all the Indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Real 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 option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage: (a) Grantor
collects funds or makes a material misrepresentation at any time in connection with the credit line account. (b) Grantor does not meet the repayment
including amounts paid and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In the event of
the 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 Rent and
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 existed. Lender may
exercise the rights under this subparagraph either in person, by agent, or through a receiver.
Mortgagee in Possession. Lender shall have the right to place 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 preceding foreclosure or
to correct the title, and to correct the title 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 appointment of the Property exceeds the value of the Property. 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 assets received from the exercise of the rights provided in this section.
Other Remedies. Lender shall have, in addition to the rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in
equity.
Sale of the Property. To the extent permitted by applicable law, Grantor or Borrower hereby waives any and all right to have the property
marshaled, 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 sell 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 intended 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 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 the provisions of any other provision. Election by Lender to pursue any remedy shall not
exclude pursuit of any other remedy, and an election to pursue one remedy or take action, or to foreclose, shall not constitute a waiver of or prejudice the
Mortgage after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under the
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 attorney's fee at trial and on any appeal. Whether or not any court action is involved, all
reasonable expenses incurred by Lender that in Lender's opinion are necessary in any way for the protection of its interest or the enforcement of
its rights shall become a part of the indebtedness payable on demand at the date of expiration until repaid at the
Credit Agreement rate. Expenses covered by the paragraph include, without limitation, however subject to any limits under applicable law,
Lender's attorney's fees and legal expenses whether or not there is a law suit including attorney's 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), surveys, reports, appraisals, fees, and title insurance, to the extent permitted by
applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.
NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of
sale to Grantor, shall be in writing and shall be effective when actually delivered or, if mailed, when deposited in the United
States mail first class, registered mail, postage prepaid, directed to the address shown on the Mortgage. Any party may deposit in the United
States mail first class, registered mail, postage prepaid, directed to the address shown on the Mortgage, a copy of the notice to change the
the address for notices under this Mortgage by giving written notice to the other parties, specifying that the purpose of the notice is to change the
party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address
as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.
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 or amendment to this Mortgage shall be effective unless given in writing and signed by the
party or parties sought to be changed or bound by the alteration or amendment.
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.
Mergers. 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.
Multiple Parties. All obligations of Grantor and Borrower under this Mortgage shall be joint and several, and all references to Grantor shall mean
each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below
is responsible for all obligations in this Mortgage.
Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or
circumstance, such finding shall not render the provision invalid or unenforceable as to any other person or circumstance, if feasible, any such
circumstance shall be modified to be enforceable to the maximum extent possible; however, if the modification is not feasible, any such
circumstance shall be modified to be enforceable to the maximum extent possible.
Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon
Lender and Grantor or Borrower, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor,
and inure to the benefit of the parties, their successors and assigns. The Mortgage shall remain in full force and effect in any event.
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 individuals secured by this Mortgage.
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 individuals secured by this Mortgage.
Grantor's Liability. This Mortgage is executed by Grantor, not personally but as trustee as provided above in the exercise of the power and the
Grantor's Liability. This Mortgage is executed by Grantor, not personally but as trustee as provided above in the exercise of the power and the

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authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements made in this Mortgage on the part of Grantor, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of Grantor, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by Grantor or for the purpose or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Credit Agreement shall be construed as creating any liability on the part of Grantor personally to pay the Credit Agreement or any interest that may accrue thereon, or any other indebtedness under this Mortgage, or to perform any covenant, undertaking, or agreement, either express or implied, contained in this Mortgage, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Mortgage, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Credit Agreement and the owner or owners of any indebtedness shall look solely to the Property for the payment of the Credit Agreement and indebtedness, by the enforcement of the lien created by this Mortgage in the manner provided in the Credit Agreement and herein or by action to enforce the personal liability of any Guarantor.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:  
PIONEER BANK AND TRUST COMPANY

By: [Signature]  
Authorized Signer Trust Officer

Attest: [Signature]  
Assistant Secretary

This Mortgage prepared by:

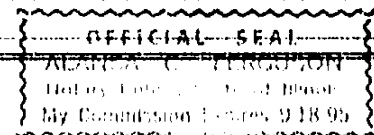
**CORPORATE ACKNOWLEDGMENT**

STATE OF Illinois )  
COUNTY OF Cook ) 88

On this 12th day of March, 1992, before me, the undersigned Notary Public, personally appeared, of PIONEER BANK AND TRUST COMPANY, and known to me to be an authorized agent 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 he or she is authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

By Alana C. Ferguson  
Notary Public in and for the State of

Residing at  
My Commission expires



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