COCK COUNTY, ILL MOIS 00 JUN -0 PH 3: 49

93433194

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## REAL ESTATE MORTGAGE

To Secure a Loan From WORTH BANK & TRUST

(Secured by a First Lien on Real Estate)

1. DATE AND PARTIES. The date of this Real Estate # Argage (Mortgage) is June 3, 1993, and the parties and their mailing addresses are the following:

MORTGAGOR:

WORTH BANK & TRUST AS TRUSTEE, TUT NUMBER 4021. DATED 8/13/83, AND NOT PERSONALLY. 8825 West 111th Street Worth, Illinois 60482 County

BANK:

WORTH BANK & TRUST an ILLINOIS banking corporation 8825 W. ITTH STREET WORTH, ILLINOIS 60482 Tex I.D. # 38-2448565 (se Mortgages)

2. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the following:

A promiseory note, No. \_\_\_\_\_, (Note) dated June 3, 1993, and execused by WORTH BANK & TRUST AS TRUSTEE, T/U/T NUMBER 4921, DATED 6/13/93, AND NOT PERSONALLY. (Borrower) payable in morthly payments to the order of Bank, which evidences a loan (Loan) to Borrower in the amount of \$130,000.00, plus interest, and all extensions, renewals, modifications or A. A promiseory note, No. substitutions thereof.

B. All future advances by Bank to Borrower, to Mortgagor, to any one of them or to any one of them and others (and all other obligations referred to in the subparagraph(s) below, whether or not this Mortgage is specifically referred to in the subparagraph(s) below, whether or not this Mortgage is specifically referred to in the subparagraph(s) below, whether or not this Mortgage is specifically referred to in the subparagraph(s) below.

regard to such future and additional indebtedness).

C. All additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or of sortice protecting the Property (see herein defined) and its value, and any other sums advanced, and expenses incurred by Bank pursuant to this Mortgage, plus interest

at the same rate provided for in the Note computed on a simple interest method.

D. All other obligations, now existing or hereafter arising, by Borrower owing to Bank to the extent the taking of the Property (see herein defined) as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all advinus made by Bank on Borrower's, and/or Mortgagor's, behalf as authorized by this Mortgage and Rabilities as guarantor, endorser or surely, of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several.

E. Borrower's performance of the terms in the Note or Loan, Mortgagor's performance of any terms in this Mortgage, and Borrower's and Mortgagor's performance of any terms in any deed of trust, any trust deed, any other mortgage, any deed to secure debt, any security agreement, any assignment, any construction loan agreement, any loan agreement, any assignment of beneficial interest, any guaranty

agreement or any other agreement which secures, guarantee or otherwise relates to the Note or Loan.

However, this Mortgage will not secure another debt:

A. if Bank fells to make any disclosure of the existence of this Mortgage required by law for such other dabt.

- 3. MAXIMUM OBLIGATION LIMIT. The total principal amount (plus all interest, atto/neys' fees, paralegal fees, costs and other legal expenses) of the Obligations secured by this Mortgage, not including, however, any sums advanced for the protection of the Property or Bank's interest therein, shall not exceed the sum of \$130,000.00, provided, however, that nothing contained herein shall constitute a commitment to make additional or future loans or advances in any amounts.
- 4. CONVEYANCE. In consideration of the Loan and Obligations, and to secure the Obligations (which includes the Note according to its apecific terms and the obligations in this Mongage), Mortgagor hereby bergains, grants, mortgages, sells, conveys and warrants to Bank, as Mortgages, the following described property (Property) attuated in COOK County, ILLINOIS, to-wit:

Mortgage WET TRUST 4021

\*\* READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS.\*\*

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

such property not constituting the homestead of Borrower, together with all buildings, improvements, fixtures and equipment now or hereafter attached to the Property, including, but not limited to, all heating, air conditioning, ventilation, plumbing, cooling, electrical and lighting fixtures and equipment; all tandecaping; all exterior and interior improvements; all essements, issues, rights, appurisnances, rents, royatios, oil and gas rights, privileges, proceeds, profits, other minerals, water, water rights, and water stock, crops, grass and timber at any time growing upon said land, including replacements and additions thereto, all of which shall be deemed to be and remain a part of the Property. All of the foregoing Property shall be collectively hereinafter referred to se the Property. To have and to hold the Property, together with the rights, privileges and appurienances thereto belonging, unto Bank forever to secure the Obligations. Mortgagor does hereby werrant and defend the Property unto Bank forever, against any claim or claims, of all persons claiming or to claim the Property or any part thereof. Mortgagor further releases and waives all rights under and by virtue of the homestead laws and exemption laws of the state of ILLINOIS.

- 5. LIENS AND ENCUMBRANCES. Mortgagor warrants and represents that the Property is free and clear of all liens and encumbrances whelesever.

  Mortgagor agrees to pay all claims when due that might result, if unpaid, in the foreclosure, execution or imposition of any lien, claim or encumbrance on or against the Property or any part thereof. Mortgagor may in good faith contest any such iten, claim or encumbrance by posting any bond in an amount necessary to prevent such claim from becoming a lien, claim or encumbrance or to prevent its foreclosure or execution,
- 8. ESCROW ACCOUNT. Subject to applicable law, Mortgagor shall pay to Bank or to such other person as Bank or law may require (Escrow Agent) on
  - each day a payment is due under the Note and Mortgage, until the Note is paid in full, the following sums:

    A. A prorated expount (divided by the required number of payments in a year) equal to ground rents, if any, and the yearly taxes and sessements now due on the Property, plus yearly premiums on policies of fire, flood and other hazard insurance on the Property due in advance. Such amounts shall be reasonably estimated by Bank (or Escrow Agent), initially and from time to time, taking into account all shortages or excelled, if any. Such amounts are hereby designated as the Escrow Funds (Escrow Funds). The Escrow Funds are to be
    - held by Escrow Agent in trust to pay such ground revits, premiums, takes and assessments before they become delinquent; and B. The Escrow Funds and an amounts payable under the Note and this Mortgage shall be applied to the following items in the order as listed: (1) ground rante, taxee, rements, fire insurance premiums, flood insurance premiums and other hezard insurance premiums; (2) fees. expenses and costs incurred by Bank for the protection of the Property and the protection of its lien to the extent not profibilled by law; and (3) the balance, if any, in accordance with the terms of the Note.

If the Eacrow Funds are not sufficient to pay the Jurco, assessments and premiums as they become due, Mortgagor shall pay to Eacrow Agent any amount necessary to make up the deficiency with 30 days of written notice by Bank (or Escrow Agent). Bank (and Escrow Agent), unless required by law, are not required to pay Mortgagor any interest or a vninge on the sums held in trust. Mortgagor expressly grants a lien on the Escrow Funds se additional security for the Obligations and other amiliunts secured by this Mortgage.

- 7. EVENTS OF DEFAULT. Mortgagor shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default):
  - A. Fallure by any party obligated on the Obligations to make payment when due; or
  - B. A default or breach by Borrower, Owner or any co-eigner, er dors in, surety, or guaranter under any of the terms of this Mortgage, the Note, any construction loan agreement or other loan agreement, any security agreement, mortgage, deed to secure debt, deed of trust, trust deed, or any other document or instrument evidencing, guaranty ng, securing or otherwise relating to the Obligations; or
  - C. The making or turnishing of any verbel or written representation, of demont or warranty to Bank which is or becomes false or incorrect in C.D. any material respect by or on behalf of Montgagor, Borrower, or any oc-righter, endorser, surety or guaranter of the Obligations; or D. Falture to obtain or maintain the insurance coverages required by Ban's, it insurance as is outcomery and proper for the Property (as
  - herein defined); or
  - E. The death, dissolution or insolvency of, the appointment of a receiver by or on behalf of, the assignment for the benefit of creditors by or on 😂 behalf of, the voluntary or involuntary termination of existence by, or the commiscentent of any proceeding under any present or future lederal or state insolvency, bankruptcy, reorganization, composition or debtor with lew by or against Mongagor, Borrower, or any co-eigner, endorser, surety or guarantor of the Obligations; or
  - F. A good faith belief by Bank at any time that Bank is insecure with respect to Borrower, or pay to-eigner, endorser, surely or guerantor, that the prospect of any payment is impaired or that the Property (as herein defined) is impaired; of
  - G. Failure to pay or provide proof of payment of any text, assessment, rent, insurance premium or expow, escrew deficiency on or before its due date; or
  - H. A meterial adverse change in Mortgagor's business, including ownership, management, and financial contitions, which in Bank's opinion, impairs the Property or repayment of the Obligations; or
  - i. A transfer of a substantial part of Mortgagor's money or property; or
  - J. If all or any part of the Property or any Interest therein is sold, leased or transferred by Mortgagor except or permitted in the paragraph below entitled "DUE ON SALE OR ENCUMBRANCE".
- 8. REMEDIES ON DEFAULT. At the option of Bank, all or any part of the principal of, and accrued interest on, the Obligations small become immediately due and payable without notice or demand, upon the occurrence of an Event of Default or at any time thereafter. In addition, upon the occurrence of any Event of Default, Bank, at its option, may immediately commence foreclosure proceedings and may immediately invoke any or all other remedies provided in the Note, Morigage or related documents. All rights and remedies are distinct, cumulative and not exclusive, and Bank is entitled to all remedies provided by law or equity, whether or not expressly set forth.
- 9. DUE ON SALE OR ENCUMBRANCE. Bank may, at Bank's option, declare the entire balance with all accrued interest on the Obligations to be immediately due and payable upon the creation of any ilen, encumbrance, transfer or sale, or contract for any of the foregoing, the Property, or any portion thereof, by Mortgagor. Lapse of time or the acceptance of payments by Bank after such creation of any lien, encumbrance, transfer or sale, or contract for any of the foregoing, shall not be deemed a weiver or estoppel of Bank's right to accelerate the Obligations. If Bank exercises such option to accelerate, Bank shall mail, by certified mail or otherwise, Mortgagor notice of acceleration to the address of Mortgagor shown on Bank's records; the notice shall provide for a period of not less than 30 days from the date the notice is mailed within which Mortgagor shall pay the sums declared due. If Mortgagor falle to pay such sums prior to the expiration of such period, Bank may, without further notice or demand on Mortgagor, invoke any remedies permitted on Default. This covenant shall run with the Property and shall remain in effect until the Obligations and this Mortgage are fully paid.

in the preceding paragraph, the phrase "transfer or sale" includes the conveyance of any right, title or interest in the Property, whether voluntary or involuntary, by ouright sale, deed, installment contract sale, land contract, contract for deed, leasehold interest with a term greater than three years, lease-option contract or any other method of conveyance of the Property Interests; the term "interest" includes, whether legal or equitable, any right, title, interest, lien, claim, encumbrance or proprietary right, chose or inchoses, any of which is superior to the iten created by this Mortgage.

Mortgage WBT TRUST 4021

- 10. POSSESSION ON FORECLOSURE. If an action is brought to foreclose this Morigage for all or any part of the Obligations, Morigagor agrees that the Bank shall be entitled to immediate possession as Morigagos in possession of the Property to the extent not prohibited by law, or the court may appoint, and Mortgagor hereby consents to such appointment, a receiver to take possession of the Property and to collect and receive rents and profits arising therefrom. Any amounts so collected shall be used to pay taxes on, provide insurance for, pay costs of needed repairs and for any other expenses relating to the Property or the forestoure proceedings, sale expenses or as authorized by the court. Any sum remaining after such payments will be applied to the Obligations.
- 11. PROPERTY OBLIGATIONS. Mortgagor shall promptly pay all taxes, assessments, levice, water rents, other rents, incurance premiums and all amounts due on any encumbrances, if any, as they become due. Mortgagor shall provide written proof to Bank of such payment(s).
- 12. INSURANCE. Mortgagor shall incure and keep incured the Property against lose by fire, and other hazard, casualty and lose, with extended coverage including but not limited to the replacement value of all improvements, with an insurance company acceptable to Bank and in an amount acceptable to Bank. Such insurance shall contain the standard "Mortgages Clause" and where applicable, "Loss Payes Clause", which shall name and endorse Bank as mortgages and lose payes. Such insurance shall also contain a provision under which the insurar shall give Bank at least 30 days notice before the cancellation, termination or material change in coverage.

If an insurer slacts to pay a fire or other hazard loss or damage claim rather than to repair, rebuild or replace the Property lost or damaged, Bank shall have the option to apply such insurance proceeds upon the Obligations secured by this Mortgage or to have said Property repaired or rebuilt. Mortgagor shall deliver or cause to deliver evidence of such coverage and copies of all notices and renowale relating thereto. Bank shall be entitled to pursue any claim vinter the insurance it Mortgagor falls to promptly do so.

Mortgagor shall pay the promiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates. In the event Mortgagor falls to gar cuch premiums, Bank may, at its option, pay such premiums. Any such payment by Bank shall be repayable upon demand of Bank or if no demand a made, in accordance with the paragraph below titled "BANK MAY PAY".

- 13. WASTE. Mortgagor shall not allers a common the Property to the prejudice of Bank, or commit, permit or suffer any waste, impairment or deterioration of the Property, and regardless of natural depreciation, shall keep the Property and all its improvements at all times in good condition and repair. The term "waste" is used here in its traditional sense and further, specifically includes, but is not limited to, hexardous waste. The term "hazardous weste" as used herein, includee out is not limited to, hazardous and/or toolc waste, substances, pollutants and/or contaminants. Morigagor shall comply with and not violate on all laws and regulations regarding the use, ownership and occupancy of the Property. Montgagor shall perform and abide by all obligations and restrictions under any declarations, coverants and other documents governing the use, ownership and occupancy of the Property.
- 14 CONDITION OF PROPERTY. As to the Property, Mortgag or shell:
  - A. keep all buildings occupied and keep all buildings, a rur urse and improvements in good repair.
  - B. retrain from the commission or allowance of any acts of a wie or impairment of the value of the Property or improvements thereon.
  - C. not cut or remove, or permit to be cut or removed, any wood an limber from the Property, which cutting or removal would adversely affect the value of the Property.
  - D. not permit the Property to become subject to or contaminated by a with waste.
  - E. prevent the apread of noxious or damaging weeds, preserve and prevent the arcsion of the soil and continuously practice approved methods of farming on the Property II used for agricultural purposes.

To the best of Mortgagor's knowledge, the Property does not contain hezardous and/or toxic waste, substances, poliutants and/or contaminants. Mortgagor makes this affirmative warranty fully intending Bank to rely upon it in extending the Loan to Borrower.

- 15. SPECIAL INDEMNIFICATION. Mortgagor agrees to protect, indemnity, detend and hold Bunk hermises to the fullest extent possible by law and not otherwise, from and against all claims, demands, causes of action, suits, losses, damages, finaliding, without limitation, punitive damages, if permitted by law), violations, environmental response and/or clean-up costs, lines, penalties and appeals, including, without limitation, reasonable stiorneys' tees, costs and expenses incurred in investigating and defending against the assertion of arc. liabilities, as such fees, costs and expenses are incurred, of any nature whatsoever, which may be sustained, suffered or incurred by Bank based upon, without limitation: the ownership and/or operation of the Property and all activities relating thereto; any knowing or meterial misrepresentation or related breach of warranty by Morigagor; any violations of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and any other applicable federal, state or local rule, ordinance or statute; the clean-up or removal of hazardous waste or evaluation and investigation of the release or threat of release of hazardous waste; any lose of natural resources including damages to air, surface or ground water, soil and levilled any private suits or court intunctions.
- 18. INSPECTION BY BANK. Bank or its agents may make or cause to be made reasonable entries upon the Property and in west the Property provided that Bank shall make reasonable efforts to give Mortgagor prior notice of any such inspection.
- 17. PROTECTION OF BANK'S SECURITY. If Mortgagor falls to perform any covenant, obligation or agreement contained in the Note, the Mortgage or any loan documents or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, foreclosure, eminent domain, insolvency, housing or environmental code or law enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Bank, at Bank's sole option, may make such appearances, disburse such sums, and take such action as is necessary to protect Bank's interest. Mortgagor hereby assigns to Bank any right Mortgagor may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance. Without Bank's prior written consent, Montgagor will not partition or subdivide the Property.
- 18. COLLECTION EXPENSES. In the event of any default or action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagor agrees to pay all fees and expenses incurred by Bank. Such fees and expenses include but are not limited to filling fees. stonographer fees, witness fees, costs of publication, foreclosure minutes, and other expenses of collecting, enforcing and protecting the Property and Obligations. Any such collection expenses shall be added to the principal amount of the Obligations, shall accrue interest at the same rate as the Obligations and shall be secured by this Mortgame.
- 19. ATTORNEYS' FEES. In the event of any default or action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagor agrees to pay reasonable attorneys' fees, paralegal fees and other legal expenses incurred by Bank. Any such reasonable attorneys' fees shall be added to the principal amount of the Obligations, shall accrue interest at the same rate as the Obligations and shall be secured by this Mortgage.

20. CONDEMNATION. In the event all or any part of the Property (including but ript limited to any essentient therein) is sought to be taken by private taking or by virtue of the law of entinent domain, Mortgagor will promptly give written notice to Bank of the institution of such proceedings. Mortgagor further agrees to notify Bank of any attempt to purchase or appropriate the Property or any essentent therein, by any public authority or by any other person or corporation claiming or having the right of eminent domain or appropriation. Mortgagor further agrees and directs that all condemnation proceeds or purchase money which may be agreed upon or which may be found to be due shall be paid to Bank as a prepayment under the Note. Mortgagor also agrees to notify the Bank of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part thereof. All awards payable for the taking of title to, or possession of, or damage to all or any portion of the Property by research of any private taking, condemnation, eminent domain, change of grade, or other proceeding shall, at the option of Bank, be paid to Bank. Such awards or compensation are hereby assigned to Bank, and judgment therefor shall be entered in favor of Bank.

When paid, such awards shall be used, at Bank's option, toward the payment of the Obligations or payment of taxes, assessments, repairs or other hams provided for in this Morgage, whether due or not, all in such order and manner as Bank may determine. Such application or release shall not rains or waive any default. In the event Bank deems it necessary to appear or answer in any condemnation action, hearing or proceeding, Mortgagor shall hold Bank harmiess from and pay all legal expenses, including but not limited to reasonable attorneys' fees and paralegal fees, court costs and other expenses.

- 21. OTHER PROCEEDINGS. If any action or proceeding is commenced to which Bank is made or chooses to become a party by reason of the execution of the Note, this Mortgage, any loan documents or the existence of any Obligations or in which Bank deems it necessary to appear or answer in order to product its interests, Mortgagor agrees to pay and to hold Bank harmless for all Sabilities, costs and expenses paid or incurred by Bank in such actor, or no ceedings, including but not limited to resconsible attorneys' less, paralegal less, court costs and all other damages and expenses.
- 22. WAIVER BY MORTGAGOR. To the extent not specifically prohibited by law, Mortgagor hereby waives and releases any and all rights and remedies Mortgagor may now have or across in the future relating to:
  - A. homestnad;
  - B. exemptions as to the Property;
  - C. redemption;
  - D. right of reinstatement;
  - E. appraisement;
  - F. merehalling of items and assets; and
  - G. statutes of limitations.

in addition, redemption by Mortgagor after forestoeur, sale is expressly welved to the extent not prohibited by law.

- 23. PARTIAL FORECLOSURE. In case of default in the payment of the Obligations or in case of payment by Bank of any tax, insurance premium, cost or expense or the filing, imposition or attachment of any libra highest or encumbrance, Bank shall have the right, without declaring the whole indebtodness due and psyable, to forecides against the Property or any part thereof on account of such specific default. This Mortgage shall continue as a lien on any of the property not sold on foreclosure for surn up aid balance of the Obligations.
- 24. BANK MAY PAY. If Mortgagor falls to pay when due any of the literus it /s oi litigated to pay or falls to perform when obligated to paylorm, Sank may, at its option:
  - A. pay, when due, installments of principal, interest or other obligation in accordance with the terms of any mortgage or assignment of beneficial interest senior to that of Bank's lien interest;
  - B. pay, when due, installments of any real estate tay imposed on the Property; or
  - C. pay or perform any other obligation relating to the Property which affects, at Panic's sole discretion, the interest of Bank in the Property.

Mortgagor agrees to indemnify Bank and hold Bank harmless for all the amounts so paid and for Bank's costs and expenses, including reasonable attorneye' fees and paralegal fees.

Such payments when made by Bank shall be added to the principal balance of the Obligations and at 4 bear interest at the rate provided for by the Note as of the date of such payment. Such paymente shall be a part of this lien and shall be secured by thin Mortgage, having the benefit of the lien and its priority. Mortgagor agrees to pay and to reimburse Bank for all such payments.

## 25. GENERAL PROVISIONS.

- A. TIME IS OF THE ESSENCE. Time is of the sessince in Mortgagor's performance of all duries and obligations in recent by this Mortgage.
- B. NO WAIVER BY BANK. Bank's course of dealing, or Bank's forbearance from, or delay in, the exercise of any of Bank's rights, remedia privileges or right to insist upon Mortgagor's strict performance of any provisions contained in this Mortgagor, or other loan documents, shall not be construed as a waiver by Bank, unless any such waiver is in writing and is signed by Bank. The construed has a waiver by Bank of any aum in payment or partial payment on the Obligations after the balance is due or is accelerated or after foreclosure proceedings are field shall not constitute a waiver of Bank's right to require full and complete cure of any existing default for which such actions by Bank were taken or its right to require prompt payment when due of all other remaining sums due under the Obligations, nor will it cure or waive any default not completely cured or any other defaults, or operate as a defense to any foreclosure proceedings or deprive Bank of any rights, remedies and privileges due Bank under the Note, this Mortgage, other loan documents, the law or equity.
- C. AMENDMENT. The provisions contained in this Mortgage may not be amended, except through a written amendment which is signed by Mortgagor and Bank.
- D. FURTHER ASSURANCES. Morgagor, upon request of Bank, agrees to execute, ecknowledge, deliver and record or file such further instruments or documents as may be required by Bank to secure the Note or confirm any lien.

  E. GOVERNING LAW. This Mortgage shall be governed by the laws of the State of ILLINOIS, provided that such laws are not otherwise
- preempted by federal laws and regulations. F. FORUM AND VENUE. In the event of Higation pertaining to this Mortgage, the exclusive forum, venue and place of jurisdiction shall be in
- the State of ILLINOIS, unless otherwise designated in writing by Bank or otherwise required by law. G. SUCCESSORS. This Morroage shall inure to the benefit of and bind the heirs, personal representatives, successors and sesigns of the
- parties; provided however, that Mortgagor may not seeign, transfer or delegate any of the rights or obligations under this Mortgage.

  H. NUMBER AND GENDER. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be
- applicable to all genders.

  DEFINITIONS. The terms used in this Mortgage, if not defined herein, shall have their meanings as defined in the other documents. executed contemporaneously, or in conjunction, with this Mongage.
- J. PARAGRAPH HEADINGS. The headings at the beginning of any paragraph, or any sub-paragraph, in this Mongage are for convenience

only and shall not be dispositive in interpreting or construing this Mortgage.

6 K. IF HELD UNENFORCEABLE. If any provision of this Mortgage shall be held unenforceable or void, then such provision shall be severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Mortgage.

CHANGE IN APPLICATION. Mongagor will notify Bank in writing prior to any change in Mongagor's name, address, or other application

- Information.
- M. NOTICE. All notices under this Mortgage must be in writing. Any notice given by Bank to Mortgagor hereunder will be offective upon personal delivery or 24 hours after mailing by first class United States mail, postage prepaid, addressed to Mortgagor at the address indicated below Mortgagor's name on page one of this Mortgage. Any notice given by Mortgagor to Bank hereunder will be effective upon receipt by Bank at the address indicated below Bank's name on page one of this Mortgage. Such addresses may be changed by written notice to the other party.

N. FILING AS FINANCING STATEMENT. Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the ILLINOIS Uniform Commercial Code. A carbon,

photographic or other raproduction of the Mortgage is sufficient as a financing statement.

26. ACKNOWLEDGMENT. By the signature(s) below, Mortgagor acknowledges that this Mortgage has been read and agreed to and that a copy of this Mortgage has been received by the Mortgagor.

MORTGAGOR:

WORTH BANK A TRUST AS TRUSTEE, TAUT HUMBER 4621, DATED BYSNS, AND NOT PERSONALLY.

RANGE AND CET COMPANY

JEANNE J. PRENDERGAST.\* TRUST ADMINISTRATOR

STATE OF ILLINOIS

COUNTY OF COOK

5000 Py Ox On this 324 day of Trust 19 03 1, the understoned AS TRUSTEE, T/U/T NUMBER 4021, DATED 8/13/93, AND NOT a notary public, certify that WORTH PERSONALLY, personally known to me to be the same party whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he/she) signed and delk ard the instrument so (his/her) free and voluntary act, for the uses and purposes act forth.

My commission expires:

9/15/96

OFFICIAL SEAL CATHERINE T. BOYLE NOTARY PUBLIC STATE OF ILLING'S MY COMVISSION EXPIRES 9/16/95

NOTARY PUBLIC

SOME CO

This document was prepared by WORTH BANK & TRUST, 6625 W. 111TH STREET, YYORTH, ILLINOIS 60482.

Please return this document after recording to WORTH BANK & TRUST, 825 W. 111TH STRUST, WORTH, ILLINOIS 80482.

THIS IS THE LAST PAGE OF A 5 PAGE DOCUMENT. EXHIBITS AND/OR ADDRENDA MAY FOLLOW.

This mortgage is executed by Worth Bank and Trust, non personally but as Trustee as sforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgage hursin and by avery person now or hereafter ciaiming any right or security hereundar that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on Worth Eank and Trust or on any of the beneficiaries under said trust agreement personally to pay said or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly walved, and that any recovery on this mortgage and the note secured hereby conveyed by enforcement of the provisions hereof and of said note, but this walver shall in no way affect the personal liability of any cossigner, endorser or guaranter of said note.

## **UNOFFICIAL COPY**

Property of Cook County Clerk's Office

This EXHIBIT "A" is referred to in and made a part of that certain Assignment of Rents and Leases (Agreement) dated June 3, 1865, by and between the following parties:

OWNER/BORROWER:

WORTH BANK & TRUST AS TRUSTEE, T/U/T NUMBER 4921, DATED 5/13/93, AND NOT PERSONALLY. 6825 West 111th Street Worth, Illinoie 30482

BANK:

WORTH BANK & TRUST an ILLINOIS banking corporation 8825 W. 111TH STREET WORTH, ILLINOIS 80482 Tax I.D. # 38-2446565

The properties herein that described are those properties referred to in the Agreement as being described in Exhibit "A":

Lot 2 (except the East 100 Feet thereof) in Regan Industrial Park, being a Subdivision of part of the Northwest 1/4 of Section 3, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. PIN 28-03-109-118-0000

Commonly known as 13625 S. Cicero Avenue, Crestwood, IL.

93433194