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Mortgage (Commercial)

OLD KENT BANK

93443132

THIS MORTGAGE is made on the 28th day of May, 19 93, between Frederick G. Tuttle, Divorced and not since remarried and James J. Zalewski, a Bachelor

as Mortgagor, and OLD KENT BANK, an Illinois banking corporation of 105 South York Street, Elmhurst, Illinois, as mortgagee ("Bank").

FOR VALUE RECEIVED, Mortgagor mortgages and warrants to Bank lands located in the City of Chicago, County of Cook, State of Illinois, described as follows:

The West 40 Feet of the East 65 Feet of Lot 2 in Block 47 in the original Town of Chicago in the South 1/2 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN #17-09-331-025

Property Address: 621-623 West Randolph, Chicago, IL

COOK COUNTY, ILLINOIS
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together with all buildings, structures and other improvements now and hereafter located thereon and all easements, hereditaments, and appurtenances now or hereafter belonging thereto and the rents, income, and profits therefrom and all fixtures now or hereafter attached to or used in connection therewith, and all machinery, engines, boilers, elevators, and plumbing, heating, air-conditioning, and ventilating equipment now or hereafter located thereon, which shall be deemed to be fixtures and a part of the realty, all of the foregoing being collectively referred to herein as the "premises".

THIS MORTGAGE IS MADE AND GIVEN TO SECURE PAYMENT AND PERFORMANCE OF ALL INDEBTEDNESS AND OBLIGATIONS NOW AND HEREAFTER OWING BY MORTGAGOR TO BANK, including all obligations of Mortgagor under this Mortgage and all indebtedness and obligations now and hereafter owing to Bank that are evidenced by any instruments, documents and agreements that have been executed by another person or persons, including any and all extensions, renewals and modifications thereof. The indebtedness and obligations secured by this Mortgage are collectively referred to in this Mortgage as the "Indebtedness." If Mortgagor is more than one person, the Indebtedness includes all indebtedness and obligations now and hereafter owing to Bank by any one or more of such persons, regardless of whether the remaining person or persons are not liable for such indebtedness and obligations or whether one or more persons other than Mortgagor are also liable for such indebtedness and obligations. The indebtedness and obligations now owing by Mortgagor to Bank include, BUT ARE NOT NECESSARILY LIMITED TO, the indebtedness and obligations evidenced by any instruments, documents and agreements listed below:

Instrument/ Document or Agreement	Date	Principal Amount	Interest Rate	Payment Schedule	Scheduled Maturity	Maker (if other etc.)
Promissory Note		\$673,817.27	6.50% fixed	\$4,258.98 plus Interest monthly, commencing 07-01-93 and continuing on the 1st day of each month	10-01-1993	

This Mortgage secures all present and future indebtedness and obligations owing to Bank by Mortgagor, regardless of whether any such indebtedness or obligation is (a) not listed above, (b) not presently intended or contemplated by Bank or Mortgagor, (c) indirect, contingent or secondary, (d) unrelated to the premises or to any financing of the premises by Bank, (e) of a kind or class that is different from any indebtedness or obligation now owing to Bank by Mortgagor, or (f) evidenced by a note or other document that does not refer to this Mortgage.

Mortgagor further warrants, represents, and agrees as follows:

1. **Payment of Indebtedness.** Mortgagor agrees to pay or perform all of the Indebtedness, including all interest thereon, in accordance with the terms of the instruments, documents, or agreements evidencing the same ("Instruments").

2. **Warranties.** Mortgagor warrants and represents to Bank that all financial statements and other information concerning Mortgagor, the premises, and any guarantor of the Indebtedness, heretofore or hereafter furnished to Bank, are and shall be true and correct in all material respects; that the execution, delivery, and performance of this Mortgage by Mortgagor will not violate any law, rule, judgment, order, agreement or instrument binding upon Mortgagor nor require the approval of any public authority or any third party; and that this Mortgage constitutes the valid and binding obligation of Mortgagor, enforceable in accordance with its terms. If Mortgagor is a corporation, partnership, association, trust or other entity, Mortgagor further represents and warrants to Bank that Mortgagor is duly organized and validly existing in good standing in the State of Illinois or other state of incorporation, registration, formation or location; that Mortgagor has full power and authority to carry on its business as presently conducted and to enter into and perform its obligations under this Mortgage; that the execution, delivery, and performance hereof by Mortgagor have been duly authorized by all necessary action of its board of directors, trustees or other governing body and will not violate Mortgagor's articles of incorporation, bylaws, partnership agreement, articles of association, trust agreement or other governing instrument, nor require the approval of its shareholders or members.

3. **Assignment of Interest as Lessor or Purchaser.** Mortgagor hereby assigns and mortgages to Bank, as additional security for the Indebtedness, all of Mortgagor's right, title, and interest in and to any and all leases, land contracts, or other agreements by which Mortgagor

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IN WITNESS WHEREOF, Mortgagor and Bank have executed this Mortgage as of the date first written above

Witnesses:

Individual Mortgagor(s):

Frederick G. Tuttle

James J. Zaleski

Non-individual Mortgagor:

By _____

Its _____

And by _____

Its _____

STATE OF ILLINOIS

COUNTY OF _____

The foregoing Mortgage was acknowledged before me this 28 day of May, 1993, by Frederick G. Tuttle & James J. Zaleski

Sara E. Sumner

Notary Public, _____ County, Illinois.

My commission expires: _____



STATE OF ILLINOIS

COUNTY OF _____

The foregoing Mortgage was acknowledged before me this _____ day of _____, 19____, by _____ the _____ of _____ a _____, on its behalf.

This instrument prepared by:

OLD KENT BANK

105 South York Street, Elmhurst, Illinois 60126

Notary Public, _____ County, Illinois.

My commission expires: _____

93443132

MORTGAGE BOX 333

LOAN NO. _____

Return to:

OLD KENT BANK

#instruments-40026

Loan Operations
233 S. Wacker Drive
Chicago, IL 60606

Clerk's Office

(f) If Mortgagor, without the written consent of Bank, shall sell, convey, or transfer the premises or any interest therein or any rents or profits therefrom or if any mortgage, lien, or other encumbrance, or any writ of attachment, garnishment, execution, or other legal process shall be issued against or placed upon the premises or any interest therein or any rents or profits therefrom, except in favor of Bank, or if any part of the premises or any interest therein shall be transferred by operation of law, or if the mortgagor is a land trustee, the beneficial interest, or any portion thereof, in the land trust, is assigned for any purpose or if any lien or encumbrance, or any writ of attachment, garnishment, execution or other legal process shall be issued or placed against said beneficial interest or any portion thereof.

(g) If all or any material part of the premises shall be damaged or destroyed by fire or other casualty, regardless of insurance coverage therefor, or shall be taken by condemnation or power of eminent domain.

(h) If any law or government regulation shall hereafter impose any tax or assessment upon mortgages on debts secured by mortgages.

(i) If any guaranty that now or hereafter secures payment or performance of all or any part of the Indebtedness shall be terminated or limited, for any reason, without the written consent or agreement of Bank.

(j) If at any time Bank in good faith believes that the prospect of payment or performance of any part or all of the Indebtedness is impaired.

(k) If any lease, land contract, or other agreement by which Mortgagor is leasing or purchasing any interest in the premises shall be declared by the lessor or seller thereunder to be forfeited or terminated or if any suit or other action shall be commenced to foreclose any such land contract or to recover possession of all or any part of the premises by reason of any default or alleged default under any such lease, land contract, or agreement.

If a voluntary or involuntary case in bankruptcy or receivership shall be commenced by or against Mortgagor or any of Mortgagor's partners (if Mortgagor is a partnership) or any Guarantor, then the entire Indebtedness shall automatically become immediately due and payable, without notice or demand. All or any part of the Indebtedness also may become, or may be declared to be, immediately due and payable under the terms and conditions contained in any Security Document, Instrument or other agreement heretofore or hereafter entered into between Bank and Mortgagor.

13. Remedies. Bank shall have all rights and remedies provided for in this Mortgage or otherwise permitted by law. In addition, if the Indebtedness shall not be paid upon maturity, Bank shall have the right, and is hereby authorized:

(a) To the extent permitted by law, to collect and receive all rents, profits, and other amounts that are due or shall hereafter become due under the terms of any leases, land contracts, or other agreements, now or hereafter in effect, by which the premises or any interest therein are then being sold or leased, and to exercise any other right or remedy of Mortgagor under any such lease, land contract, or other agreement, provided, that Bank shall have no obligation to make any demand or inquiry as to the nature or sufficiency of any payment received or to present or file any claim or take any other action to collect or enforce the payment of any amounts to which Bank may become entitled hereunder, nor shall Bank be liable for any of Mortgagor's obligations under any such lease, land contract, or other agreement.

(b) To obtain or update abstracts of title, title searches, title insurance, commitments for title insurance and surveys with respect to the premises, and Mortgagor shall reimburse Bank for all costs thereof, together with interest at the Default Rate.

(c) To conduct or obtain an environmental investigation or audit of the premises, and Mortgagor shall reimburse Bank for all costs thereof, together with interest at the Default Rate.

(d) To foreclose this Mortgage by action pursuant to applicable law.

(e) To sell, release, and convey the premises at public sale, and to execute and deliver to the purchasers at such sale good and sufficient deeds of conveyance, rendering any surplus funds, after payment of the Indebtedness in full and the expenses of such sale, including attorney fees as provided by law, to Mortgagor, all in accordance with Illinois Mortgage Foreclosure Law, Chapter 110, Illinois Revised Statutes, Section 15-1101, et. seq., as the same may be amended from time to time, and any similar statutory provisions which may hereafter be enacted in addition thereto or in substitution thereof. In the event of public sale, the premises, at the option of Bank, may be sold in one parcel.

(f) To exercise any and all rights and options of Mortgagor under any lease, land contract, or other agreement by which Mortgagor is then leasing or purchasing any part or all of the premises, including any option to purchase the premises or to renew or extend the term of any such lease, land contract, or other agreement, but Bank shall have no obligation to exercise any such right or option.

All rights and remedies of Bank under this Mortgage, whether or not exercisable only on default, shall be cumulative and may be exercised from time to time, and no delay by Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall preclude any further exercise thereof or the exercise of any other right or remedy, except to the extent otherwise provided by law. In this Mortgage, "maturity" means such time as the Indebtedness shall be or shall become due and payable, whether by the terms of the Instruments or pursuant to paragraph 12 hereof or otherwise.

14. Security Interest In Fixtures. Mortgagor grants to Bank a security interest in all fixtures now or hereafter located on the premises. If the Indebtedness is not paid at maturity, Bank, at its option, may enforce this security interest in fixtures under the Illinois Uniform Commercial Code or other applicable law or may include the fixtures in any foreclosure of this Mortgage under paragraph 13 hereof. Any requirement of reasonable notice with respect to any sale or other disposition of fixtures shall be met if Bank sends the notice at least five (5) days prior to the date of sale or other disposition.

15. Indemnification. Mortgagor shall indemnify and hold the Bank harmless with respect to any and all claims, demands, causes of action, liabilities, damages, losses, judgments and expenses (including attorney fees) that shall be asserted against or incurred by Bank by reason of (a) any representation or warranty by Mortgagor in this Mortgage being inaccurate in any respect, (b) any failure of Mortgagor to perform any of Mortgagor's obligations under this Mortgage, or (c) any past, present or future condition or use of the premises (whether known or unknown), other than an excluded condition or use, including, but not limited to, liabilities arising under any "environmental law" as defined in paragraph 11 of this Mortgage. An "excluded condition or use" is one that it does not exist or occur, to any extent, at any time before Mortgagor has permanently given up possession and control of the premises by reason of a foreclosure of this Mortgage or a conveyance of the premises to Bank in lieu of foreclosure and (iii) was not caused or permitted to exist, in whole or part, by any act or omission of Mortgagor. Indemnification by Mortgagor under this paragraph shall not limit any other right or remedy (including Bank's right to accelerate payment of the Indebtedness) that is available to Bank by reason of the circumstance in respect of which indemnity is made. Mortgagor's obligations under this paragraph shall survive foreclosure of this Mortgage and any conveyance of the premises in lieu of foreclosure.

16. Waivers.

(a) Mortgagor and any other person hereafter obtaining any mortgage or lien upon, or any other interest in, the premises waives, with respect to any foreclosure of this Mortgage, (i) any right to marshaling of the premises and any right to require a minimum bid or "upset" price, and (ii) the benefit of any stay, extension, exemption or moratorium law, now existing or hereafter enacted.

(b) Bank may at any time release all or any part of the premises from the lien of this Mortgage or release the personal liability of any person for the Indebtedness, with or without consideration and without giving notice to, or obtaining the consent of, the holder of any mortgage or lien upon, or other interest in, the premises. Any such release shall not impair or affect the validity or priority of this Mortgage, regardless of the effect of such release upon any such mortgage, lien or other interest or the holder thereof. Nothing in this subparagraph constitutes consent by Bank to the placing of a mortgage, lien or other encumbrance on the premises.

(c) Mortgagor (i) waives notice of any advances or other extensions of credit included in the Indebtedness, (ii) waives any right to require Bank to sue upon or otherwise enforce payment of the Indebtedness or to enforce any security therefor before exercising its rights and remedies under this Mortgage, and (iii) agrees that the validity and enforceability of this Mortgage shall not be impaired or affected by any failure of Bank to obtain or perfect, or secure priority of, any other security at any time given, or agreed to be given, by any person for the Indebtedness.

(d) Bank is authorized from time to time and without notice to or consent of Mortgagor and with or without consideration, to give and make such extensions, renewals, modifications, waivers, settlements, and compromises, on such terms and conditions as Bank may see fit, with regard to any of the Indebtedness as to which Mortgagor is not the obligor or with regard to any security for the Indebtedness that is not owned by Mortgagor. Any such action shall not impair or affect the validity or enforceability of this Mortgage.

(e) Mortgagee hereby irrevocably releases, waives any and all applicable homestead right or exemption.

17. Expenses. Mortgagor shall pay to Bank on demand any and all expenses, including attorneys' fees, paralegal fees, and legal expenses, filing fees, title insurance, real estate taxes, photocopies, recording fees, publication costs, witness fees and the like, paid or incurred by Bank in collecting or attempting to collect the Indebtedness or in protecting and enforcing the rights of and obligations to Bank under any provision of this Mortgage, including, without limitation, taking any action in any bankruptcy, insolvency, or reorganization proceedings concerning Mortgagor or foreclosing this Mortgage by advertisement or by action. All such expenses shall be part of the Indebtedness and shall bear interest, from the date paid or incurred by Bank, at the Default Rate.

18. Application of Proceeds. In the event of the payment to Bank, pursuant to the provisions hereof, of any rents or profits or any proceeds of insurance or proceeds of any condemnation or eminent domain award or proceeds from any sale of the premises at foreclosure, Bank shall have the right to apply such rents or profits or proceeds, in such amounts and proportions as Bank shall in its sole discretion determine, to the full or partial satisfaction of any or all of the indebtedness and obligations of Mortgagor secured hereby, including any contingent or secondary obligations, whether or not the same shall then be due and payable by the primary obligor. Mortgagor shall be obligated to the Bank for any deficiency, if the rents, profits, proceeds of insurance, condemnation or sale, are insufficient to satisfy the indebtedness in full.

19. Other. All notices to Mortgagor and to Bank shall be deemed to be duly given if and when mailed, with postage prepaid, to the respective addresses of Mortgagor and Bank appearing on the front page hereof, or if and when delivered personally. The provisions of this Mortgage shall be binding upon and inure to the benefit of Mortgagor and Bank and their respective successors, assigns, heirs and personal representatives. Any provision of this Mortgage prohibited or unenforceable by any applicable law shall be ineffective only to the extent and for the duration of such prohibition or unenforceability without invalidating the remaining provisions hereof. If Mortgagor is more than one person, their obligations under this Mortgage are joint and several, and the term "Mortgagor" refers to each of them and all of them.

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...of purchasing any part or all of the premises, including all mortgages, renewals, and extensions interest and all of Mortgage's rights in and to any purchase options contained in any such lease or other agreement. Mortgagee agrees to pay or cause to be paid each other agreement, as and when the same shall become due and payable, whether by acceleration or otherwise. Mortgagee further agrees to pay and perform, or cause to be paid and performed, all other obligations of the lessee or buyer under any such lease, land contract or other agreement. If Mortgagee shall default in the payment of any such installment of rent or of principal or interest or in the payment or performance of any other obligation under any such lease, land contract, or other agreement, then Bank shall have the right, but shall have no obligation, to pay such lease, land contract, or other agreement, on behalf of Mortgagee, and to exercise any rights of Mortgagee under any such lease, land contract, or other agreement, including any purchase option. All sums expended by Bank in connection therewith shall become part of the indebtedness, payable by Mortgagee to Bank upon demand, together with interest at the lesser of (a) five percent (5%) above the rate of interest announced from time to time by Bank as its "Index Rate" of interest, or (b) the highest rate to which Mortgagee could lawfully agree in writing ("Default Rate"). On receipt by Bank from the lessor or seller under any such lease, land contract, or other agreement, or other agreement of or nature of the default is questioned or denied by Mortgagee, and take any action to cure the default even though the existence or nature of the default is questioned or denied by Mortgagee.

Assignment of Leases and Contracts. Mortgagee, Mortgagee, to the extent permitted by law, hereby assigns and mortgages to Bank, and grants to Bank a security interest in, as additional security for the indebtedness, all of Mortgagee's right, title, and interest in and to all existing and future real or written leases of all or any part of the premises or of any interest therein and any and all existing and future land contracts or other agreements by which the premises or any interest therein is being or shall be sold, together with all rents and profits arising from, and all other proceeds of, any such leases, land contracts, or other agreements. Without the written consent of Bank, Mortgagee will not cancel, accept a surrender of, modify, consent to an assignment of, or make any other assignment or other disposition of any such lease, land contract, or other agreement or of any interest of Mortgagee therein, and will not collect or accept any payment of rent or of principal or interest or any other amount thereunder more than one month prior to the time when the same shall become due and payable under the terms thereof. Mortgagee will pay and perform all obligations and covenants required of it by the terms of any such lease, land contract, or other agreement. If Mortgagee shall default in the payment or performance of any such obligation or covenant, then Bank shall have the right, but shall have no obligation, to pay or perform the same on behalf of Mortgagee, together with interest at the Default Rate. Nothing contained in this paragraph or in Paragraph 10 hereof shall be construed to constitute consent by Bank to the sale, lease or transfer of the premises or any interest therein.

Taxes. Mortgagee will pay or cause to be paid, before they become delinquent, all taxes, assessments, and other similar charges levied upon or with respect to the premises and will deliver to Bank satisfactory evidence of the payment thereof. Upon request by Bank, Mortgagee will pay, in addition to any payments required on the indebtedness, a sum equal to one-twelfth of the amount estimated by Bank from time to time to be sufficient to enable Bank to pay, at least thirty days before due, all taxes, assessments, and other similar charges levied upon or with respect to the premises; and upon demand by Bank, Mortgagee will pay to Bank such additional sums as shall be required to make up any deficiency in the amount necessary to enable Bank to pay fully any such taxes, assessments, or other similar charges when due. Such sums may be commingled with the general funds of Bank, and no interest shall be payable to Mortgagee with respect thereto. Upon occurrence of an event of default, as hereinafter defined, Bank may apply any funds of Mortgagee then held under this paragraph against the indebtedness, in such manner as hereinafter defined.

Insurance. Mortgagee will cause, all buildings, improvements, and other insurable parts of the premises to be insured against loss or damage by fire, by hazards included within extended coverage and by such other hazards as Bank from time to time may require, in such amounts and with such insurers as shall be acceptable to Bank, and Mortgagee shall cause all premiums on the insurance to be paid when due. Each policy evidencing such insurance shall provide that loss shall be payable to Bank as its interest shall appear at the time of the loss. Each policy shall contain a standard fire and theft clause, and shall be delivered to Bank. Each policy shall provide that at least ten (10) days prior written notice of any cancellation of, or any material change in, the insurance shall be given to Bank by the insurer. Each policy shall be delivered to Bank satisfactory evidence of the payment thereof. Upon request by Bank, Mortgagee will pay, in addition to any payments required on the indebtedness, a sum equal to one-twelfth of the amount estimated by Bank from time to time to be sufficient to enable Bank to pay, at least thirty days before due, all taxes, assessments, and other similar charges levied upon or with respect to the premises; and upon demand by Bank, Mortgagee will pay to Bank such additional sums as shall be required to make up any deficiency in the amount necessary to enable Bank to pay fully any such taxes, assessments, or other similar charges when due. Such sums may be commingled with the general funds of Bank, and no interest shall be payable to Mortgagee with respect thereto. Upon occurrence of an event of default, as hereinafter defined, Bank may apply any funds of Mortgagee then held under this paragraph against the indebtedness, in such manner as hereinafter defined.

Maintenance and Repair. Mortgagee will maintain the premises in good condition and repair; will not commit or suffer any waste thereon; will not remove, demolish, or substantially alter any building or fixture on the premises without the prior written consent of the Bank; will cause to be complied with all laws, ordinances, regulations, requirements, restrictions, or requirements of any governmental authority applicable to the premises or to activities on the premises; and will promptly repair, restore, replace, or rebuild any part of the premises that is damaged or destroyed by a casualty, and will promptly pay when due all charges, assessments, or other services to the premises.

Bank's Right to Perform. If Mortgagee shall default in the payment of the foregoing taxes, assessments, or other similar charges or other obligations of Mortgagee, or shall fail to perform any other obligation of Mortgagee hereunder, then Bank shall have the right, but shall have no obligation, to perform such other obligation, or cause such other obligation, to be performed and maintain such insurance as Bank may require, together with interest at the Default Rate. Bank shall become part of the indebtedness, payable by Mortgagee to Bank upon demand, and all sums expended by Bank in connection therewith, together with interest at the Default Rate, shall be added to the indebtedness, payable by Mortgagee to Bank upon demand, together with interest at the Default Rate. Nothing contained in this paragraph or in Paragraph 10 hereof shall be construed to constitute consent by Bank to the sale, lease or transfer of the premises or any interest therein.

Collection. If all or any part of the premises are taken, whether temporarily or permanently, under power of eminent domain or by condemnation, the entire proceeds of the award or other payment in respect thereof, shall be paid directly to Bank.

Venue. In the event of the sale or transfer by operation of law or otherwise, of all or any part of the premises, Bank may deal with the vendor or transferee with respect to this Mortgage and the indebtedness as fully and to the same extent as it might with Mortgagee, without in any way releasing, discharging, or affecting the liability of Mortgagee hereunder and upon the indebtedness, and without waiving Bank's right to accelerate payment of the indebtedness, under paragraph 12 below, by reason of the sale or transfer, or by reason of any subsequent sale or transfer.

Environmental Warranties and Agreements. Mortgagee warrants and agrees with Bank as follows:

- (a) The premises, and all operations and activities thereon, are and shall continue to be in compliance with all environmental laws; and the premises are not and shall not become (i) contaminated by, or the site of the disposal or release of, any hazardous substance; (ii) the source of any contamination, by any hazardous substance, or any adjacent property or of any ground water, or surface water, or (iii) the source of any air emissions in excess of any legal limit now or hereafter in effect; and, except as expressly disclosed by Mortgagee to Bank in writing, no asbestos or polychlorinated biphenyls are present or contained in or on the premises.
- (b) Mortgagee shall take all actions necessary to investigate, clean up, and eliminate the source of, any past, present or future contamination of the premises by any hazardous substance and to prevent any additional contamination of the premises. The taking of action by Mortgagee under this subparagraph (b) shall not limit any other right or remedy available to Bank by reason of any such contamination (including Bank's right to accelerate payment of the indebtedness).
- (c) For purposes of this Mortgage, (i) "environmental law" means any past, present or future federal, state, local or foreign law, ordinance, rule, regulation or order that regulates or is intended to protect public health or the environment or that establishes liability for the removal, remediation, removal or clean-up of, or damage caused by, any environmental contamination, including, without limitation, any law, ordinance, rule, regulation or order that regulates or is intended to protect public health or the environment, or that establishes liability for the management of, or subject to any environmental law and any other hazardous substance, pollutant, contaminant or waste, including, without limitation, asbestos and polychlorinated biphenyls; and (ii) property shall be considered to be "contaminated" by a hazardous substance if a hazardous substance is present in or on the property in any amount or level.
- (d) Upon the occurrence of any of the following events of default, all or any part of the indebtedness shall, at the option of Bank, become immediately due and payable without notice or demand:
 - (i) If default occurs in the performance of any of the Indebtedness, when and as it shall be due and payable, whether at maturity or otherwise;
 - (ii) If default occurs in the performance of any of the Indebtedness, under any instrument or under any other mortgage, security agreement, loan agreement, assignment, guaranty, or other agreement that now or hereafter secures or relates to any indebtedness or obligation now or hereafter owing by Mortgagee to Bank or that secures or relates to any guaranty of any such other indebtedness or obligation; "Security Documents" as incorporated herein by reference;
 - (iii) If any warranty, representation or statement heretofore or hereafter made to Bank by Mortgagee or by any guarantor of all or part of the Indebtedness ("Guarantor") in this Mortgage or in any Security Document, credit application, financial statement or otherwise, shall have been false in any material respect when made or furnished;
 - (iv) If Mortgagee shall default in payment of the principal of or interest on any indebtedness for borrowed money now or hereafter owed to any person other than Bank;
 - (v) If Mortgagee or any of Mortgagee's partners, officers, directors, or agents, or any of them, shall become insolvent or make an assignment for the benefit of creditors;

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RIDER TO MORTGAGE DATED MAY 28, 1993
BY JAMES J. ZALEWSKI AND FREDERICK G. TUTTLE
IN FAVOR OF OLD KENT BANK, AN ILLINOIS BANKING CORPORATION

This Rider to certain Mortgage dated May 28, 1993, in favor of Old Kent Bank, an Illinois banking corporation ("Bank") by the undersigned ("Mortgage").

The following provisions are hereby made a part of, and incorporated by reference, in the Mortgage:

1) **Lien.** Mortgagors will not create, incur, or suffer to exist any Lien in, of or on its Property, except:

- (i) Liens for taxes, assessments or governmental charges or levies on the Property if the same shall not at the time be delinquent or thereafter can be paid without penalty, or are being contested in good faith and by appropriate proceedings and for which adequate reserves in accordance with generally accepted principals of accounting shall have been set aside on their books.
- (ii) Liens imposed by law, such as carriers', warehousemen's and mechanics' liens and other similar liens arising in the ordinary course of business which secure payment of obligations not more than 60 days past due, or are being contested in good faith and by appropriate proceedings and for which adequate reserves in accordance with generally accepted principals of accounting shall have been set aside on their books.
- (iii) Liens arising out of pledges or deposits under worker's compensation laws, unemployment insurance, old age pensions, or other social security or retirement benefits, or similar legislation.
- (iv) Utility easements, building restrictions and such other encumbrances or charges against real property as are of a nature generally existing with respect to properties of a similar character and which do not in any material way affect the marketability of the same or interfere with the use thereof in the business of the Mortgagors.
- (v) Liens existing on the date hereof and described in Schedule " 1 " hereto.

"Lien" means any lien (statutory or other), mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, the interest of a vendor or lessor under any conditional sale, capitalized lease or other title retention agreement).

"Person" means any natural person, corporation, firm, joint venture, partnership, association, enterprise, trust or other entity or organization, or any government or political subdivision or any agency, department or instrumentality thereof.

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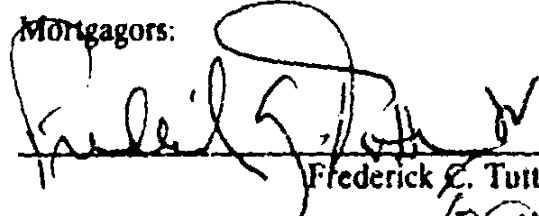
Property of Cook County Clerk's Office

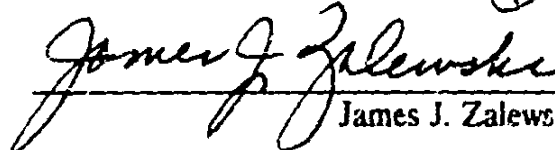
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"Property" means any and all property, whether real, personal, tangible, intangible, or mixed, of such Person, or other assets owned, leased or operated by such Person.

Mortgagors:


Frederick E. Tuttle


James J. Zalewski

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

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Schedule 1

Trust Deed from Chicago Title and Trust Company, as Trustee under trust agreement dated 12/31/1986 and known as Trust 1088914 to Chicago Title and Trust Company, as Trustee dated October 10, 1988 and recorded November 23, 1988 as document number 88542341, securing a note for \$25,000.

Property of Cook County Clerk's Office

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LEGAL DESCRIPTIONS

PARCEL 1.

THE SOUTH 32.25 FEET OF LOTS 4, 5, AND 6 AND THE SOUTH 3.25 FEET OF LOT 7 (EXCEPT THAT PART LYING EAST OF A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 7 AND WHICH PASSES THROUGH A POINT IN THE WEST LINE OF LOT 7, 3 FEET FROM THE NORTH WEST CORNER OF SAID LOT 7), ALL IN THE SUBDIVISION OF LOTS 56, 57, 58 AND 59 IN JOHNSON'S ADDITION TO CHICAGO, A SUBDIVISION OF LOTS 3, 5 AND 6 IN THE ASSESSOR'S DIVISION OF UNSUBDIVIDED LANDS IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EAST OF LEAVITT STREET AND OF LOTS 6, 7, 8 AND 9 IN HORTON'S SUBDIVISION OF THE 13 1/3 RODS WEST OF AND ADJOINING THE EAST 29 RODS OF THE SOUTH 12 RODS OF THE SOUTH WEST 1/4 OF SECTION 31, AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 2.

LOTS 4,5,6 AND 7 (EXCEPT THAT PART OF SAID LOTS CONDEMNED FOR RIGHT OF WAY FOR THE METROPOLITAN WEST SIDE ELEVATED RAILROAD) IN THE SUBDIVISION OF LOTS 56, 57, 58 AND 59 IN JOHNSON'S ADDITION TO CHICAGO, A SUBDIVISION OF LOTS 3, 5 AND 6 IN ASSESSOR'S SUBDIVISION OF UNSUBDIVIDED LANDS IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EAST OF LEAVITT STREET AND OF LOTS 6, 7, 8 AND 9 IN HORTON'S SUBDIVISION OF THE 13 1/3 RODS WEST OF AND ADJOINING THE EAST 29 RODS OF THE SOUTH 12 RODS OF THE SOUTH WEST 1/4 OF SECTION 31, AFORESAID, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1617-1619 NORTH HOYNE AVENUE
CHICAGO, ILLINOIS

PERMANENT TAX NUMBERS: 14-31-333-001-0000 AND 14-31-333-025-0000

PARCEL 3.

THE WEST 40 FEET OF THE EAST 65 FEET OF LOT 2 IN BLOCK 47 IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTH 1/2 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 621-623 WEST RANDOLPH STREET
CHICAGO, ILLINOIS

93443132

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5/11/2010