

UNOFFICIAL COPY
MORTGAGE
(Participation)

BB 3A
C-93-02541

DEPT-01 RECORDING \$35.50
143333 TRAN 0920 08/30/93 15:25:00
50734 * -93-688055
COOK COUNTY RECORDER

This mortgage made and entered into this 26th day of AUGUST 19 93, by and between Space Organization, Ltd., an Illinois Corporation (hereinafter referred to as mortgagor) and The Money Store Investment Corporation (hereinafter referred to as mortgagee), who maintains an office and place of business at 8750 West Bryn Mawr, Suite 420 Chicago, Illinois 60631

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Cook State of Illinois

See Schedule "A" attached hereto and made a part hereof.

Any transfer, sale or conveyance of title to the premises described herein, without the prior written consent of the Mortgagee, shall make all sums due under the Note and any guaranties thereof which are secured by this Mortgage immediately due and payable on demand, irrespective of any provisions herein to the contrary.

Being the same premises conveyed to the mortgagor by deed from Spanjer Brothers, Inc., an Illinois corporation, as to Parcel 1 and 2 only; and Chicago Title and Trust Company, as Trustee under Trust Agreement dated July 7, 1960 and known as Trust Number 42415, as to Parcel 3, of even date herewith to be simultaneously recorded in the Cook County Recorder's Office.

Being commonly known as 1155 N. Howe, Chicago, Illinois.

This is a Purchase-Money First Mortgage.

Being also known as PIN: 17-04-303-002, 17-04-303-003 (Parcel 1), PIN: 17-04-303-001 (Parcel 2) and PIN: 17-04-303-010 (Parcel 3).

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee (or ever in fee simple or such other estate, if any, as is stated herein. Mortgagor hereby releases and waives all rights under and by virtue of the Homestead exemption laws of the state of Illinois.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated AUGUST 26, 1993 principal sum of \$ 365,000.00 signed by Alan Brownstone, President in behalf of Space Organization, Ltd. in the

THIS MORTGAGE SECURES A PROMISSORY NOTE WITH A VARIABLE RATE.

THIS INSTRUMENT WAS PREPARED BY: The Money Store Investment Corporation

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MORTGAGE

Space Organization, Ltd.

The Money Store Investment Corporation

TO

RECORDING DATA

RETURN TO: Attn: Loan Servicing

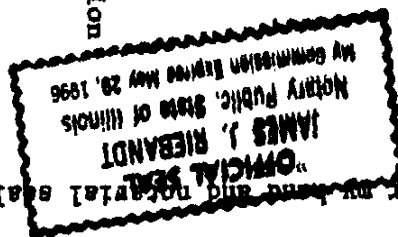
The Money Store Investment Corporation

Name

P. O. Box 162247

Address

Sacramento, CA 95816



Notary Public
James J. Riebandt

26th day of August, 1993

GIVEN under my hand and notarial seal this

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Alan Brownstone, personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be the President of Space Organization, Ltd., and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth, and that the seal affixed to the foregoing instrument is the corporate seal and the said instrument was signed, sealed, and delivered in the name and in behalf of said corporation by the authority of their stockholders and Board of Directors as the free and voluntary act of said corporation for the uses and purposes set forth, including the waiver of rights of redemption and waiver of all rights and benefits under and by virtue of the homestead exemption laws.

STATE OF ILLINOIS
COUNTY OF LAKE
SS: (Add Appropriate Acknowledgment)

Alan Brownstone

Executed and delivered in the presence of the following witnesses:

Alan Brownstone, President

SPACE ORGANIZATION, LTD.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid. Receipt of a true copy of this mortgage is hereby acknowledged.

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3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee, or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument as evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency *without regard to appraisal*.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 1155 N. Howe, Chicago, IL and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at Attn: Loan Servicing, Box 162247, Sacramento, CA 95816

10 (a) Mortgagor, on behalf of himself/herself and each and every person claiming by, through or under Mortgagor, hereby waives any and all rights of redemption, statutory or otherwise, without prejudice to Mortgagee's right to any remedy, legal or equitable, which Mortgagee may pursue to enforce payment or to effect collection of all or any part of the indebtedness secured by this Mortgage, and without prejudice to Mortgagee's right to a deficiency judgement SBA FORM 928 (11-85) or any other appropriate relief in the event of foreclosure of this Mortgage.

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2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or the assignee (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rents on said property to that extent.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

l. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

m. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or claim superior to the lien of this mortgage without the written consent of the mortgagee; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

n. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or claim superior to the lien of this mortgage without the written consent of the mortgagee; and further, that he will keep and maintain the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in his discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

o. He will keep all buildings and other improvements on said property in good repair and condition; will permit, consent, or suffer no waste, impairment, deterioration or any part thereof; in the event of failure of the mortgagee to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in his discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

p. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

q. He will continuously maintain hazard insurance of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereon. All insurance shall be carried by companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagee will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagee and mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagee or the mortgagee in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

r. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorney's fees reasonably incurred in any other way shall be paid by the mortgagee.

s. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinafore, and will promptly deliver the official receipts therefor to the said mortgagee.

t. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

1. The mortgagor covenants and agrees as follows:

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration (13 C.F.R. 101.1(d)), this instrument is to be construed and enforced in accordance with applicable Federal law.

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OMB Approval No. 3245-0201

U.S. Small Business Administration

SBA LOAN NUMBER

PLP-582,430-30-01-CHI

NOTE

Chicago, Illinois

(City and State)

\$ 365,000.00(Date) AUGUST 26, 19 93

For value received, the undersigned promises to pay to the order of _____

THE MONEY STORE INVESTMENT CORPORATION

(Payee)

at its office in the city of Chicago, State of Illinois

or at holder's option, at such other place as may be designated from time to time by the holder _____

THREE HUNDRED SIXTY-FIVE THOUSAND AND 00/100 dollars,
(Write out amount)with interest on unpaid principal computed from the date of each advance to the undersigned at the ^{initial} rate of 8.25 percent per

annum, payment to be made in installments as follows:

One installment of interest only payable on the first day of the month following disbursement.

Note is payable in twenty-five (25) years from date of Note, with interest at the initial rate of eight and one-quarter percent (8.25%) per annum, and installments including principal and interest, each in the amount of Two Thousand Eight Hundred Seventy Eight and 00/100 dollars (\$2,878.00), payable monthly beginning on the first day of the month commencing at least one (1) full calendar month following date of first disbursement, and the balance of principal and interest payable twenty-five (25) years from date of Note: with the further provision that each said installment shall be applied first to interest accrued to the date of receipt of said installment, and the balance, if any, to the principal, with the further provision that on the first business day of the calendar quarter following date of final disbursement and quarterly thereafter, the interest rate shall be adjusted to two and one-quarter (2.25%) above the Prime Rate, as published in the Wall Street Journal. The amount that the interest rate on this loan may vary is limited by a floor and a ceiling which shall be determined as follows:

(1) The maximum interest rate (ceiling) shall not exceed FIVE percentage points over the initial rate of interest, and the minimum interest rate (floor) shall not be less than FIVE percentage points below the initial rate unless there is a change in the prime rate between the application date and the date of final disbursement.

(2) If the prime rate increases between the application date and the date of final disbursement, the difference between the prime rate on those two dates shall be added to the ceiling rate and subtracted from the floor rate that were calculated in (1) above.

(3) If the prime rate decreases between the application date and the date of final disbursement, the difference between the prime rate on those two dates shall be subtracted from the ceiling rate calculated in (1) above.

[Continued on the Back of Page 1]

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If this Note contains a fluctuating interest rate, the notice provision is not a pre-condition for fluctuation (which shall take place regardless of notice). Payment of any installment of principal or interest owing on this Note may be made prior to the maturity date thereof without penalty. Borrower shall provide lender with written notice of intent to prepay part or all of this loan at least three (3) weeks prior to the anticipated prepayment date. A prepayment is any payment made ahead of schedule that exceeds twenty (20) percent of the then outstanding principal balance. If borrower makes a prepayment and fails to give at least three weeks advance notice of intent to prepay, then, notwithstanding any other provision to the contrary in this note or other document, borrower shall be required to pay lender three weeks interest on the unpaid principal as of the date preceding such prepayment.

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(4) "Initial Rate" is defined as the Prime Rate as published in the Wall Street Journal as of the date the loan application is received by SBA, plus 2.25 percent.

(5) "Application Date" is defined as the date the loan application is received by SBA.

* Note: Amount of monthly payment shown above is based upon the prime interest rate as of the date of receipt of the loan application by SBA of six percent (6.00%) plus a spread of two and one-quarter percent (2.25%).

Interest is calculated based on a 360 day year with 30 day months.

If the interest rate increases or decreases, on the first day of January, April, July or October, then such monthly payment shall be increased or decreased, as appropriate, to an amount required to amortize the principal amount thereof in the period of time remaining on this Note, at the interest rate in effect on the date of such calculation. The monthly payments so determined shall be rounded upward to the next highest integral dollar amount. Monthly installments shall be applied first to interest accrued to the date of receipt of said installment, with the balance, if any, being applied to principal.

The holder of this Note shall give the undersigned written notice of any change in the interest rate of this Note within Thirty (30) days after the effective date of any such change.

If the borrower shall be in default in payment due on the indebtedness herein and the Small Business Administration (SBA) purchases its guaranteed portion of said indebtedness, the rate of interest on both the guaranteed and unguaranteed portions herein shall become fixed at the rate in effect as of the initial date of default. If the borrower shall not be in default in payment when SBA purchases its guaranteed portion, the rate of interest on both the guaranteed and unguaranteed portions herein shall be fixed at the rate in effect as of the date of purchase by the SBA.

Upon any breach of this Note, the balance shall continue to accrue interest at the rate specified herein.

This Note is secured in part by real property, and the Mortgage(s) of even date, securing same states the following: Any transfer, sale or conveyance of title to the premises described herein, without the prior written consent of the mortgagee, shall make all sums due under the Note and any guaranties thereof which are secured by this mortgage immediately due and payable on demand, irrespective of any provision herein to the contrary.

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The term "Indebtedness" as used herein shall mean the indebtedness evidenced by this Note, including principal, interest, and expenses, whether contingent, now due or hereafter to become due and whether heretofore or contemporaneously herewith or hereafter contracted. The term "Collateral" as used in this Note shall mean any funds, guaranties, or other property or rights therein of any nature whatsoever or the proceeds thereof which may have been, are, or hereafter may be, hypothecated, directly or indirectly by the undersigned or others, in connection with, or as security for, the Indebtedness or any part thereof. The Collateral, and each part thereof, shall secure the Indebtedness and each part thereof. The covenants and conditions set forth or referred to in any and all instruments of hypothecation constituting the Collateral are hereby incorporated in this Note as covenants and conditions of the undersigned with the same force and effect as though such covenants and conditions were fully set forth herein.

The Indebtedness shall immediately become due and payable, without notice or demand, upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the undersigned or for any of its property, or upon the filing of a petition by or against the undersigned under the provisions of any State insolvency law or under the provisions of the Bankruptcy Reform Act of 1978, as amended, or upon the making by the undersigned of an assignment for the benefit of its creditors. Holder is authorized to declare all or any part of the Indebtedness immediately due and payable upon the happening of any of the following events: (1) Failure to pay any part of the Indebtedness when due; (2) nonperformance by the undersigned of any agreement with, or any condition imposed by, Holder or Small Business Administration (hereinafter called "SBA"), with respect to the Indebtedness; (3) Holder's discovery of the undersigned's failure in any application of the undersigned to Holder or SBA to disclose any fact deemed by Holder to be material or of the making therein of any of the said agreements, or in any affidavit or other documents submitted in connection with said application or the Indebtedness, of any misrepresentation by, on behalf of, or for the benefit of the undersigned; (4) the reorganization (other than a reorganization pursuant to any of the provisions of the Bankruptcy Reform Act of 1978, as amended) or merger or consolidation of the undersigned, or the making of any agreement therefor) without the prior written consent of Holder; (5) the undersigned's failure duly to account, to Holder's satisfaction, at such time or times as Holder may require, for any of the Collateral, or proceeds thereof, coming into the control of the undersigned; or (6) the institution of any suit affecting the undersigned deemed by Holder to affect adversely its interest hereunder in the Collateral or otherwise. Holder's failure to exercise its rights under this paragraph shall not constitute a waiver thereof.

Upon the nonpayment of the Indebtedness, or any part thereof, when due, whether by acceleration or otherwise, Holder is empowered to sell, assign, and deliver the whole or any part of the Collateral at public or private sale, without demand, advertisement or notice of the time or place of sale or of any adjournment thereof, which are hereby expressly waived. After deducting all expenses incidental to or arising from such sale or sales, Holder may apply the residue of the proceeds thereof to the payment of the Indebtedness, as it shall deem proper, returning the excess, if any, to the undersigned. The undersigned hereby waives all right of redemption or appraisal whether before or after sale.

Holder is further empowered to collect or cause to be collected or otherwise to be converted into money all or any part of the Collateral, by suit or otherwise, and to surrender, compromise, release, renew, extend, exchange, or substitute any item of the Collateral in transactions with the undersigned or any third party, irrespective of any assignment thereof by the undersigned, and without prior notice to or consent of the undersigned or any assignee. Whenever any item of the Collateral shall not be paid when due, or otherwise shall be in default, whether or not the Indebtedness, or any part thereof, has become due, Holder shall have the same rights and powers with respect to such item of the Collateral as are granted in this paragraph in case of nonpayment of the Indebtedness, or any part thereof, when due. None of the rights, remedies, privileges, or powers of Holder expressly provided for herein shall be exclusive, but each of them shall be cumulative with and in addition to every other right, remedy, privilege, and power now or hereafter existing in favor of Holder, whether at law or equity, by statute or otherwise.

The undersigned agrees to take all necessary steps to administer, supervise, preserve, and protect the Collateral; and regardless of any action taken by Holder, there shall be no duty upon Holder in this respect. The undersigned shall pay all expenses of any nature, whether incurred in or out of court, and whether incurred before or after this Note shall become due at its maturity date or otherwise, including but not limited to reasonable attorney's fees and costs, which Holder may deem necessary or proper in connection with the satisfaction of the Indebtedness or the administration, supervision, preservation, protection of (including, but not limited to, the maintenance of adequate insurance) or the realization upon the Collateral. Holder is authorized to pay at any time and from time to time any or all of such expenses, add the amount of such payment to the amount of the Indebtedness, and charge interest thereon at the rate specified herein with respect to the principal amount of this Note.

The security rights of Holder and its assigns hereunder shall not be impaired by Holder's sale, hypothecation or rehypothecation of any note of the undersigned or any item of the Collateral, or by any indulgence, including but not limited to (a) any renewal, extension, or modification which Holder may grant with respect to the Indebtedness or any part thereof, or (b) any surrender, compromise, release, renewal, extension, exchange, or substitution which Holder may grant in respect of the Collateral, or (c) any indulgence granted in respect of any endorser, guarantor, or surety. The purchaser, assignee, transferee, or pledgee of this Note, the Collateral, and guaranty, and any other document (or any of them), sold, assigned, transferred, pledged, or repledged, shall forthwith become vested with and entitled to exercise all the powers and rights given by this Note and all applications of the undersigned to Holder or SBA, as if said purchaser, assignee, transferee, or pledgee were originally named as Payee in this Note and in said application or applications.

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OMB Approval No. 3248-0201

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This promissory note is given to secure a loan which SBA is making or in which it is participating and, pursuant to Part 101 of the Rules and Regulations of SBA (13 C.F.R. 101.1(d)), this instrument is to be construed and (when SBA is the Holder or a party in interest) enforced in accordance with applicable Federal law.

ATTEST:

SPACE ORGANIZATION, LTD.

By:

~~Michelle Lara~~, Asst. Secretary

Alan Brownstone, President

RANDY R. JOSEPH

Property of Cook County Clerk's Office

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Note.—Corporate applicants must execute Note, in corporate name, by duly authorized officer, and seal must be affixed and duly attested; partnership applicants must execute Note in firm name, together with signature of a general partner.