

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

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

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

GRANTOR:

Parkway Bank and Trust Company, not personally but as trustee w/n 9791 dated August 31, 1990

By: [Signature]
Diane V. Paszynski, Vice President - Trust Officer

By: [Signature]
Marcelene J. Kawczynski, ASst. Cashier

ATTEST: [Signature]
Secretary or Assistant Secretary

(Corporate Seal)

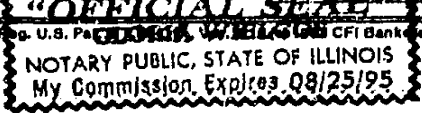
This Mortgage prepared by: Paul Gembara
4800 N. Harlem Avenue
Harwood Heights, IL 60656

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Cook) ss

On this 29 day of October, 1993, before me, the undersigned Notary Public, personally appeared Diane V. Paszynski and Marcelene J. Kawczynski, Vice President - Trust Officer and ASst. Trust Officer of Parkway Bank and Trust Company, not personally but as trustee w/n 9791 dated August 31, 1990, and known to me to be authorized agents of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

By [Signature] Residing at Harwood Heights, IL, 60656
Notary Public in and for the State of Illinois My commission expires 8/25/95



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The Trustee in executing this document SPECIFICALLY EXCLUDES all other claims, demands, suits, actions, proceedings, or claims, whether in law or equity, that may be asserted against the Trustee or any other party to this document, and as to the Trustee's liability on the Note and Indebtedness, the legal holder or holders of the Note and the owner or owners of any indebtedness shall look solely to the Property for the payment of the Note and Indebtedness, by the enforcement of the Lien created by this Mortgage in the manner provided in the Note and herein or by action to enforce the personal liability of any Guarantor.

PARKWAY BANK & TRUST COMPANY, as Trustee

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