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UNOFFICIAL COPY

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE REALTY AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANITOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) the Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power and right to enter into this Mortgage and to hypothecate the Property; (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall jointly perform all their respective obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE REALTY. Grantor shall retain possession and control of and operate and manage the Property and collect the Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Possession and Use.

REAL PROPERTY. The word "Real Property" means collectively the Real Property and the Personal Property.

PERSONAL PROPERTY. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accessories, parts, and all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all interest, proceeds and refunds of premiums) from any sale or other disposition of the Property.

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

INDEBTEDNESS. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under the Mortgage, together with interest on such amounts as provided in this Mortgage.

LANDER. The word "Lender" means Park National Bank and Trust of Chicago, its successors and assigns. The Lender is the mortgagee under this Mortgage.

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

NOTE. The word "Note" means the promissory note or credit agreement dated April 29, 1993, in the original principal amount of \$125,000.00 from Borrower to Lender, together with all renewals or extensions of, modifications of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 7.000%.

PERSONAL PROPERTY. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accessories, parts, and all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all interest, proceeds and refunds of premiums) from any sale or other disposition of the Property.

PROPERTY. The word "Property" means collectively the Real Property and the Personal Property.

RELATED DOCUMENTS. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

RENTS. The word "Rents" means all present and future rents, revenue, income, lease, royalties, profits, and other benefits derived from the Property.

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

Borrower. The word "Borrower" means each and every person or entity signing the Note, including without limitation Robert Hewitt and Catherine M. Hewitt.

Grantor. The word "Grantor" means Columbia National Bank & Trust of Chicago, not personally but solely as Trustee, UVA dated 04/21/93 and known as Trust no. 2306. The Grantor is the mortgagee under this Mortgage.

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

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

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under the Mortgage, together with interest on such amounts as provided in this Mortgage.

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Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accessories, parts, and all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all interest, proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenue, income, lease, royalties, profits, and other benefits derived from the Property.

GRANT OF MORTGAGE. For valuable consideration, Grantor not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated April 21, 1993 and known as No. 2306, mortgages and conveys to Lender all of Grantor's right, title and interest in and to the following described real property, together with all existing or subsequently erected or attached buildings, improvements and fixtures, all easements, rights of way, and appurtenances: all water, water rights, water courses and ditch rights (including back in ditches with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and other matters, located in Cook County, State of Illinois (the "Real Property").

LOT 4 IN LEO BRAND'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE REAL PROPERTY OR ITS ADDRESS IS COMMONLY KNOWN AS 4 REBE COURT, MORTON GROVE, IL 60053. THE REAL PROPERTY TAX IDENTIFICATION NUMBER IS 10-20-414-044.

GRANTOR PRESENTLY ASSIGNS TO LENDER ALL OF GRANITOR'S RIGHT, TITLE, AND INTEREST IN AND TO ALL LEASES OF THE PROPERTY AND ALL RENTS FROM THE PROPERTY. IN ADDITION, GRANITOR GRANTS TO LENDER A UNIFORM COMMERCIAL CODE SECURITY INTEREST IN THE PERSONAL PROPERTY AND RENTS.

THE FOLLOWING WORDS SHALL HAVE THE FOLLOWING MEANINGS WHEN USED IN THIS MORTGAGE. TERMS NOT OTHERWISE DEFINED IN THE MORTGAGE SHALL HAVE THE MEANINGS ATTRIBUTED TO SUCH TERMS IN THE UNIFORM COMMERCIAL CODE. ALL REFERENCES TO DOLLAR AMOUNTS SHALL MEAN AMOUNTS IN LAWFUL MONEY OF THE UNITED STATES OF AMERICA.

Borrower. The word "Borrower" means each and every person or entity signing the Note, including without limitation Robert Hewitt and Catherine M. Hewitt.

Grantor. The word "Grantor" means Columbia National Bank & Trust of Chicago, not personally but solely as Trustee, UVA dated 04/21/93 and known as Trust no. 2306. The Grantor is the mortgagee under this Mortgage.

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

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

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under the Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Park National Bank and Trust of Chicago, its successors and assigns. The Lender is the mortgagee under this Mortgage.

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Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accessories, parts, and all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all interest, proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenue, income, lease, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE IS DATED APRIL 29, 1993, between Columbia National Bank of Chicago, not personally but solely as Trustee, UVA dated 04/21/93 and known as Trust no. 2306, whose address is 250 N. Harlem Avenue, Chicago, IL (referred to below as "Grantor"); and Park National Bank and Trust of Chicago, whose address is 2100 South Elmhurst Rd., Mt. Prospect, IL 60056 (referred to below as "Lender").

MORTGAGE

RECORDATION REQUESTED BY: Park National Bank and Trust of Chicago, 2100 South Elmhurst Rd., Mt. Prospect, IL 60056

WHEN RECORDED MAIL TO: Park National Bank and Trust of Chicago, 2100 South Elmhurst Rd., Mt. Prospect, IL 60056

SEND TAX NOTICES TO: Park National Bank and Trust of Chicago, 2100 South Elmhurst Rd., Mt. Prospect, IL 60056

93MA 10 PM12:58

COOK COUNTY, ILLINOIS FILED FOR RECORD

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SPACED ABOVE THIS LINE IS FOR RECORDEE'S USE ONLY

Bar 333

7434 5298

1002

other payment necessary to prevent thing of or to effect discharge of any lien.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents. If such a failure in curable and it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Mortgagee sends written notice demanding cure of such failure: (a) cure the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiate steps sufficient to cure the failure and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Waiver. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor or Borrower under this Mortgage, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

Insolvency. The insolvency of Grantor or Borrower, appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower, or the dissolution or liquidation of Grantor or Borrower's existence as a going business (if Grantor or Borrower is a business). Except to the extent prohibited by federal law or Illinois law, the death of Grantor or Borrower (if Grantor or Borrower is an individual) also that constitute an Event of Default under this Mortgage.

Foreclosure, Foreclosure, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, the subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor or Borrower under the terms of any other agreement between Grantor or Borrower and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor or Borrower to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor obligatorily with respect to the guaranty in a manner satisfactory to Lender, and, in doing so, cures the Event of Default.

Insurance. Lender shall deem a default in insurance.

RIGHTS AND REMEDIES OF DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower to declare the entire indebtedness irrevocably due and payable, including any prepayment penalty which Borrower would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use less directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the Rents and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligation for which the Rents are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this paragraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property pending foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without notice and in person, over and above the cost of the receivership, against the Indebtedness whether or not the amount or value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor or Borrower hereby waives any and all right to have the property marshaled, in exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale or place of sale of any public sale of the Personal Property or of the time after Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after ten (10) days before the time of the sale or disposition.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Mortgage after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorney's Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may judge reasonable as attorney's fees, at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorney's fees and Lender's legal expenses whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment services, the cost of searching records, obtaining reports (including foreclosure reports), surveys, reports, and appraisal fees, and the insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTEE AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the address shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

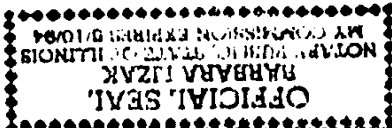
Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the meaning of the Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time. Multiple parties. All obligations of Grantor and Borrower under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

Severability. If a court of competent jurisdiction in an action finds any provision of this Mortgage to be invalid or unenforceable as to any person or

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LASER PRO. REG. U.S. PAT. & T.M. OFF. (V. 11/81) (1993 CP) (1003 MCMAVINC.LN)

Notary Public in and for the State of Illinois, My commission expires _____, By _____, My commission expires _____, On the _____ day of _____, 1993, before me, the undersigned Notary Public, personally appeared _____ and Authorized Signer, of Columbia National Bank of Chicago, not personally but solely as Trustee, UVA dated 04/21/88 and known as Trust no. 2308, and known to me to be authorized agent of the corporation that executed the Mortgage and acknowledged the Mortgage for the use and purpose therein mentioned, and on oath stated that they are authorized to execute the Mortgage and in fact executed the Mortgage on behalf of the corporation.

STATE OF _____ COUNTY OF _____

CORPORATE ACKNOWLEDGMENT

The Mortgage prepared by: Park National Bank and Trust of Chicago, 2100 S. Elmhurst Road, Mount Prospect, IL 60056

GRANTOR: Columbia National Bank of Chicago, not personally but solely as Trustee, UVA dated 04/21/88 and known as Trust no. 2308, BY: _____ Authorized Signer

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

GRANTOR'S LIABILITY. The 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 the instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained hereon, that each and all of the warranties, representations, covenants, undertakings, and agreements made in the Mortgage on the part of Grantor, while in form purporting to be the warranties, 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 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 the Mortgage, or to perform any covenant, undertaking, or agreement, either express or implied, contained in the Mortgage, as such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under the 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 its payment of the Note and indebtedness, by the enforcement of the lien created by the Mortgage in the manner provided in the Note and hereon or by a lien to enforce the personal liability of any Guarantor.

Waivers and Consents. Lender shall not be deemed to have waived any rights under the 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 in 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 the Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

Time is of the Essence. Time is of the essence in the performance of the Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by the Mortgage.

Successors and Assigns. Subject to the limitations stated in the Mortgage on transfer of Grantor's interest, the Mortgage shall be binding upon Lender, without notice to Grantor, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, forborne or extension without releasing Grantor from the obligations of the Mortgage or liability under the indebtedness.

offering provision shall be deemed to be modified, it shall be stricken and all other provisions of the Mortgage in all other respects shall remain valid and enforceable. If feasible, any such circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offering provision shall be deemed to be within the limits of enforceability or validity, however, if the offering provision cannot be