

RECORDED
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BOX 156

WHEN RECORDED MAIL TO:

SUCCESS NATIONAL BANK
One Marriott Drive
Lincolnshire, IL 60069-3703

DEPT-CJ RECORDINGS \$31.00
TH9999 TRAN B103 06/04/93 09:22:00
R564B # 44-1915-38491223
COOK COUNTY RECORDER

ATT TITLE COMPANY
377 E. Butterfield Rd., Suite 100
Lombard, Illinois 60148
(708) 512-0444 1-800-222-1368

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Success National Bank

HOME OFFICE

One Marriott Drive • Lincolnshire, IL 60069-3703
708/634-4200 • 1-800-468-1100 • Telefax: 708/634-2635

MORTGAGE

93389923

THIS MORTGAGE IS DATED MAY 11, 1993, between Cosmopolitan Bank and Trust, not personally but on behalf of Trust #30005, whose address is 801 N. Clark Street, Chicago, IL 60610 (referred to below as "Grantor"); and SUCCESS NATIONAL BANK, whose address is One Marriott Drive, Lincolnshire, IL 60069-3703 (referred to below as "Lender").

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 March 26, 1993 and known as Cosmopolitan Bank and Trust, Trust Number 30005, 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 affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in trade 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 similar matters, located in Cook County, State of Illinois (the "Real Property"):

LOT 34 IN BLOCK 2 IN TAYLOR'S SUBDIVISION OF BLOCK 1 OF ASSESSOR'S DIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1220 W. Huron Street, Chicago, IL 60622. The Real Property tax identification number is 17-08-106-047.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

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

Grantor. The word "Grantor" means Cosmopolitan Bank and Trust, Trustee under that certain Trust Agreement dated March 26, 1993 and known as Cosmopolitan Bank and Trust, Trust Number 30005. The Grantor is the mortgagor 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, fixtures, additons 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 this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means SUCCESS NATIONAL BANK, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this 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 May 11, 1993, in the original principal amount of \$65,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 9.000%. The maturity date of this Mortgage is June 1, 1998.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned

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Duty to Protect. Criminal offenses neither to Abandon nor leave Unattended the Property. Criminal shall do all other acts, in addition to those acts per force above in this section, which from the character and use of the Property are necessary to protect and preserve the Property.

such as the use of authority, discretion, and knowledge during any proceeding, including appropriate appeals, so long as the court has ruled under a provision of the constitution or statute.

Lamellar & Higgin to Eschen: Lender and his son and his wife, who are members of the same church, have been instrumental in helping us to find a suitable place for our new home.

such improvements will improve values of β (less than unity).

Reformation of Improvement Guidelines shall not demand or require any improvement from the Final Project which is prior written consent of

Property or any portion of the Property. Without limiting the generality of the foregoing, Owner will not negotiate, or enter into any other party the right of carriage, and no such manner (including or not) shall prevail over all other carriage without the prior written consent of Landlord.

not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Proprietary material of the same was of should have been known to Plaintiff. The provision of the section of the Message, including the definition of indemnity, shall survive the termination and existence and the termination and existence of the law of the Nonresident and shall

measures and warms any future claims against Lender for indemnity or contribution in the event of a claim by Seller or any other party.

any additional comments or questions you may have. I will be happy to answer any questions you may have and will do my best to provide you with the information you need.

General authorizes Landlord and his agents to enter upon the Property to make such inspections and leases as Landlord may deem appropriate to ascertain the condition thereof, including without limitation laws, regulations, and ordinances described above.

Any person referring to such marks, and (c) Except as previously described in and acknowledged by him in writing, (i) neither Director nor any

under, a about the Poppies); (b) Grief to no known end; (c) Grief to no known end; (d) Grief to no known end; (e) Grief to no known end; (f) Grief to no known end; (g) Grief to no known end; (h) Grief to no known end; (i) Grief to no known end; (j) Grief to no known end; (k) Grief to no known end; (l) Grief to no known end; (m) Grief to no known end; (n) Grief to no known end; (o) Grief to no known end; (p) Grief to no known end; (q) Grief to no known end; (r) Grief to no known end; (s) Grief to no known end; (t) Grief to no known end; (u) Grief to no known end; (v) Grief to no known end; (w) Grief to no known end; (x) Grief to no known end; (y) Grief to no known end; (z) Grief to no known end.

and subspecies; Ctenophorus sp. subspecies and variations to Lederer's List. (a) During the period of distribution, ownership, or transfer of any herpetofauna within or between countries, governments, departments, agencies, foundations, museums, herpetological societies, and other organizations, no person may be held responsible for any herpetofauna which has been so used, transferred, handled, transported, or otherwise disposed of by any person on behalf of any organization.

(SHEA), the International Maritime Organization, and the International Labour Organization. The Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable law of Federal, state, or local governments, or regulations promulgated pursuant to any of the foregoing.

Duty to Monitor. Quarantor shall monitor the Property in reasonable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve the value.

Proposed action and decision, and in detail, simpler may remain in possession and control of and operate and manage the property and collect the

POSSESSION AND MAINTENANCE OF THE PROPERTY. Owner agrees that (Owner's) possession and use of the Property shall be governed by the following provisions:

PAYOUT AND PERFORMANCE. Except as otherwise provided in the Masteragreement, Caster shall pay to Lender all amounts secured by this Mortgage as timely payments due, and shall satisfy performance of Caster's obligations under this Masteragreement.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS MADE PURSUANT TO SECTION 111 OF THE MORTGAGE ACT, 1968.

PROBLEMS THAT MOST FREQUENTLY OCCUR IN PROFESSIONAL AND PRACTICAL LIFE, BASED ON THE WORK OF THE COMMITTEE FOR PROFESSIONAL AND PRACTICAL EDUCATION.

България също има обширни земеделски и промишлени ресурси, които трябва да се използват за подобряване на икономиката.

Real Property. The words *Real Property*, mean the property, interests and rights described above in the *Chart of Mortgagee's Section*.

permits from any state or other department of the Property. The word "Property" means collectively the Real Property and the Personal Property.

IV. Cultural and social role of peasant strata of rural population in the rural economy, rural society and rural life.

CONTINUE

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

CONDENMATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of the Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamp, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either: (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, renew, or preserve: (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing 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 is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately

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Quotation 9 Report on Insurance. Upon request of Lancaster, however, and more than once a year, General shall furnish to Lancaster a report on each

Applicable Section of Proceeds. Certain shall promptly notify owner of any loss or damage to the Property. Landlord may make a proof of loss as provided in section 10-30 within fifteen (15) days of the casualty. Within ten (10) days of notice of such loss, Landlord shall pay all the proceeds arising to do so within the cost of the damage, less the amount of any insurance available to cover the damage. In the event of the destruction of the Property, or the cessation and return of the Property, all the proceeds arising to do so within the cost of the damage, less the amount of any insurance available to cover the damage, shall be paid to the owner of the Property.

Mutual Assistance of Institutions, Grants shall provide and mutual policies of the institutions with standard/excelled covered under sections of a particular institution. The institution shall implement measures in an amount sufficient to avoid application of any costs of mutual assistance clauses, and with a standard aid to Leader. Financial shall be written by such institutions comprising and included in such forms as may be reasonably acceptable to Leader. Grants shall give to Leader to lander a minimum of ten (10) days prior written notice to Leader and no continuing obligation will not be incurred or diminished without a minimum of ten (10) days prior written notice to Leader.

PHOTOGRAPH DAMAGE OR LOSS: The following provisions relating to insuring the property are a part of this insurance:

WONGS OF CONSTRUCTION. Unscrupulous men ready to profit by any mechanical or other means (1) always choose any work to be executed that can and will pay the cost of such mechanical means.

Rights to Control. Director may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the application to pay, so long as Landlord is not hospitalized; if a tenancy terminates as a result of nonpayment, Director shall within thirty days after notice of termination in the Property is not paid, deduct all taxes, assessments, or claims which are due from the amount of the nonpayment, Director shall retain the balance.

Pyramid, Director shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, social security, assessments, water charges and sewer service charges levied against it on account of the Property, and shall pay when due all claims for work done or services rendered or materials furnished to the Property. Director shall maintain the Property free of all liens having priority over or equal to the liens of

TAXES AND LIEFERS. The following provisions relating to the taxes and taxes on the property are a part of this mortgage.

MORTGAGE

This Mortgage prepared by: Susan K. Weir
One Marriott Drive
Lincolnshire, IL 60069

CORPORATE ACKNOWLEDGMENT

STATE OF)
)
COUNTY OF)

On this _____ day of _____, 19_____, before me, the undersigned Notary Public, personally appeared _____, Trust Officer; and _____, Trust Officer, personally held on behalf of Trust #33008, of Cosmopolitan Bank and Trust, and known to me to be authorized agents of the corporation that executed the Mortgage and acknowledged the Mortgage as 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.

Handling of

Notary Public: In and for the State of *[Signature]* **My commission expires** *[Date]*

LAWRENCE BERKELEY NATIONAL LABORATORY, U.S. DEPARTMENT OF ENERGY, BERKELEY, CALIFORNIA 94720-4000

33 (1)

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 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.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

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 provisions of this 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 held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties; Corporate Authority. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this 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 accrued by this Mortgage.

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, shall constitute a waiver of any of Lender's rights or any of Grantor'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, and 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 Grantor.

COSMOPOLITAN BANK AND TRUST ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS MORTGAGE AND NOT PERSONALLY, BUT AS TRUSTEE AS PROVIDED ABOVE, HAS CAUSED THIS MORTGAGE TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO BE HEREINTO AFFIXED.

GRANTOR:

Cosmopolitan Bank and Trust as Trustee and not personally.

By: For signatures and exhibits see reverse provisions, see Rider hereto attached
which is expressly incorporated herein and made a part hereof.

44-10558-1

This Mortgage is executed by Cosmopolitan Bank and Trust as Trustee and not personally, but as Trustee as provided above in the exercise of the power and 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, and 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 Grantor.

The date of this instrument is May 11, 1993, at the City of Chicago, State of Illinois, and the place of execution is the office of the Cosmopolitan Bank and Trust, 100 North Dearborn Street, Chicago, Illinois, and the instrument is acknowledged and accepted by the undersigned as a true copy of the original instrument.

RECORDED IN THE RECORDS OF THE CITY OF CHICAGO, COPIED FROM THE ORIGINAL INSTRUMENT FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF CHICAGO COUNTY, ILLINOIS, ON MAY 11, 1993, BY THE CIRCUIT CLERK FOR THE 14TH JUDICIAL DISTRICT, REC'D. BY THE CLERK OF THE CIRCUIT COURT FOR THE 14TH JUDICIAL DISTRICT, REC'D. BY THE CLERK OF THE CIRCUIT COURT FOR THE 14TH JUDICIAL DISTRICT.

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UNOFFICIAL COPY

All necessary, Fees, Expenses, If Leader may file suit of action to recover any sum or costs of the terms of this Agreement, Leader shall be entitled to recover all reasonable attorney fees, expenses and costs of suit and of any appeal, whether or not the court may award him judgment in his favor, in addition to all other sums provided by law.

ARTICLE II. SECTION 10. PROVISIONS RELATING TO THE GOVERNMENT OF THE STATE.—The following provisions shall be inserted in Article II, Section 10, of the Constitution:

Notice of Sale. Lender shall give Owner reasonable notice of the time and place of any public sale of the Personal Property or of the time and place of any public sale of any portion of the Personal Property to be made. Reasonable notice shall mean notice given at least (10) days before the time of the sale of disposition.

Under other circumstances of all amounts received from the right providers in this section:

JOINTED PROPERTY OWNER. Landlord may obtain a quick decree restraining Grantor's interest in all or any part of the property.

messages of all of our part in possession, under their care and right to be placed in memory of the property, until the power of the property to possess it is transferred by law. Under such circumstances the transfer of the property to another may serve the best interest of the parties involved.

Quarantine and a carefully designed Lender is the same and other pre-crediors, whether or not any proper grounds for the demand exist. [Under many exchanges the parties understand that subparagraph three in which the Payments are made, whether or not any proper grounds for the demand exist.] Under many exchanges the parties understand that subparagraph three in which the Payments are made, by whom, or through a receiver.

The Uniform Commercial Code

Accesible information standards shall have the right to be opinion writers, or to contribute to the single knowledgebase immediately due and derivative, including any preexisting party which claims would be independent of any.

GOVERNMENTAL UNIFORMS UNDER THE GUARDIANSHIP OF A MEMBER OF THE LEGISLATURE (continued, page 10) DURING THE EIGHTH DISTRICT

any other member holding such office.

Section 6. Other Agreements. Any provision by which the parties purport to agree to any other agreement, understanding or arrangement, whether written or oral, shall be deemed to be part of this Agreement.

Chances of getting a job in industrial field are good but chances in field of business are very less.

However, any individual, regardless of his/her mode of transportation, has the right to do so without fear of harassment or discrimination.

Introducing simple software to do all the heavy lifting and unnecessary complications will reduce time and unnecessary steps when it comes to producing documents.

Office
06-11-1993

(continued)