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MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT
INDIVIDUAL OR CORPORATE

94447317

2090

THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (hereinafter referred to as this "Mortgage") is made as of May 13, 1994 from Billy Joe Wingo and Ila E. Wingo, his wife ("Mortgagor"), with a mailing address at _____

and Bank of Chicago ("Mortgagee"), with a mailing address at 6353 W. 55th Street, Chicago, Illinois 60638

WHEREAS, Mortgagor is justly and truly indebted to Mortgagee in the principal sum of Two Hundred Thousand and 00/100 (\$ 200,000.00) Dollars evidenced by a certain Promissory Note of even date herewith executed by Mortgagor payable to the order of Mortgagee whereby Mortgagor promises to pay said principal sum as follows:

75-09-9181

in _____ equal successive monthly installments of principal in the amount of \$ _____ each commencing with the installment due on _____, 19____ and continuing on the same day of each successive month thereafter with a final installment of the entire unpaid principal balance and accrued interest due on _____ 19____.

ON DEMAND

Interest shall accrue from date hereof on the unpaid principal balance outstanding from time to time at the fixed rate of _____ % per annum.

Interest shall accrue from date hereof on the unpaid principal balance outstanding from time to time at the variable rate of 2.00 % per annum above the Mortgagee's prime rate which interest rate shall change on the date or dates the said prime rate changes, with a maturity date of May 13, 1995.

Interest shall be paid in successive monthly installments.

The interest rate due under the Note on default or after maturity ("Default Rate") shall be a simple interest rate of See Rider % per annum. All payments due under the Note shall be paid by Mortgagor to Mortgagee at the office of the Mortgagee at its address set forth above.

To secure payment by Mortgagor of the Note when the same becomes due and payable (whether by lapse of time, acceleration or otherwise, including all renewals, extensions, modifications and refinancings thereof) and the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms, Mortgagor does hereby GRANT, MORTGAGE, CONVEY AND ASSIGN to Mortgagee, its successors and assigns the following described real estate situated in the County of Cook State of Illinois, to wit:

LOTS 10 AND 11 IN BLOCK 3 IN BARTLETT'S 1ST STREET SUBDIVISION OF THE EAST 60 ACRES OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 25 TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Street Address: 7149 S. Ferdinand, Bridgeview, IL
P.I.N. 18-25-201-010 and 011

MAY 18 AM 11:28

94447317

This Instrument prepared by: BANK OF CHICAGO, 6353 West 55th Street, Chicago Illinois 60638

TOGETHER WITH (1) all buildings, improvements, fixtures, appurtenances, easements and hereditaments thereto belonging, and together with all equipment and machinery now or hereafter therein or thereon used to supply heat, gas, air conditioning, electrical, sprinkler systems, plumbing, water, light, power, refrigeration and ventilation; elevators, escalators, communication and electronic monitoring equipment, tanks, pumps and together with any other fixtures, equipment, machinery or other personal property now or hereafter placed on the above described property which shall be employed in connection with the operation, use, occupancy or enjoyment thereof; (2) all right, title and interest of Mortgagor, including any after-acquired title or reversion, in and to the rights-of-way, roads, streets, avenues and alleys adjoining the Mortgaged Premises; (3) all rents, issues, proceeds and profits accruing and to accrue from the Mortgaged Premises and all right, title and interest of Mortgagor in and to any and all leases approved by Mortgagee now or hereafter on or affecting the Mortgaged Premises, whether written or oral, and all other leases and agreements for the use thereof (collectively "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission of Mortgagee given to Mortgagor to collect the rentals to be paid pursuant thereto, provided Mortgagor shall not be in default hereunder; and (4) all proceeds heretofore or hereafter payable to Mortgagor by reason of loss or damage by fire and such other hazards, casualties and contingencies insured pursuant to the insurance policies hereinafter described and awards and other compensation heretofore or hereafter payable to Mortgagor for any taking by condemnation or eminent domain proceedings of all or any part of the Mortgaged Premises or any easement or appurtenance thereof, including severance and consequential damage. (said real estate and all of the above collectively referred to herein as the "Mortgaged Premises").

TO HAVE AND TO HOLD the Mortgaged Premises unto Mortgagee, its successors and assigns forever (Mortgagor hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State of Illinois and all rights of homestead created by the Federal Bankruptcy Code) provided, however, that if and when Mortgagor shall pay the principal and accrued interest on the Note and all other indebtedness hereby secured shall be paid in full and shall perform all of the terms, covenants and agreements contained herein, then this Mortgage shall become null and void and shall be released upon the written request and expense of Mortgagor.

Mortgagor covenants that Mortgagor is lawfully seized of the real estate hereby conveyed and has the right to mortgage, grant and convey the Mortgaged Premises; that the Mortgaged Premises are unencumbered and that Mortgagor will warrant and defend generally the title to the Mortgaged Premises against all claims and demands, subject to any declarations, easements and restrictions listed in a schedule of exceptions to coverage in any life insurance policy insuring Mortgagor's interest in the Mortgaged Premises.

MORTGAGOR HEREBY FURTHER COVENANTS AND AGREES AS FOLLOWS:

- Mortgagor hereby agrees: (a) to pay when due all indebtedness secured by this Mortgage, all interest thereon and all other indebtedness, obligations and liabilities which this Mortgage secures; (b) not to commit or permit to exist any waste of the Mortgaged Premises and to keep the Mortgaged Premises in good condition and repair; (c) to keep the Mortgaged Premises free of any mortgage, trust deed, mechanic's lien, or other lien or encumbrance; (d) not to suffer or permit unlawful use or any nuisance to exist upon the Mortgaged Premises; (e) not to remove or demolish any part of the improvements of a structural nature which would adversely affect the value of the Mortgaged Premises; (f) not to abandon the Mortgaged Premises; (g) to pay when due any indebtedness or liability which may be secured by a mortgage, lien, other encumbrance or charge on all or any part of the Mortgaged Premises equal or senior in priority to this Mortgage; (h) to complete within a reasonable time any buildings or improvements now or at any time in the process of erection upon the Mortgaged Premises; (i) immediately after destruction or damage to all or any part of the Mortgaged Premises to commence and promptly complete the rebuilding or restoration of buildings, improvements and all other property now or hereafter on the Mortgaged Premises unless Mortgagee elects to apply the proceeds of insurance to the indebtedness secured by this Mortgage as hereinafter provided; (j) to comply with all laws, regulations, rulings, ordinances, orders and all other requirements imposed by any governmental or other competent authority and with all restrictions, covenants and conditions relating to the Mortgaged Premises or to the use of thereof, (k) not to make or permit, without first obtaining the written consent of the Mortgagee, the use of the Mortgaged Premises for any purpose other than for which it was used on the date of this Mortgage or the removal, demolition or sale of any building, improvement, fixture, machinery or equipment now or hereafter upon the Mortgaged Premises; (l) to keep and maintain such books and records as required by Mortgagee and to permit Mortgagee reasonable access to and the rights of inspection of such books and records; and (m) to furnish to the Mortgagee such information and data with respect to the financial condition, business affairs and operations of Mortgagor and the Mortgaged Premises as may be reasonably requested no more often than annually, unless otherwise agreed to (all such information and data to be prepared in accordance with generally accepted accounting principles consistently applied); (n) that no construction shall be commenced upon the Mortgaged Premises unless the plans and specifications for such construction have been submitted to and approved in writing by Mortgagee to the end that such construction shall not, in the reasonable judgment of the Mortgagee entail prejudice of the loan evidenced by the Note and this Mortgage; and (o) that if the Mortgaged Premises are now or hereafter located in an area which has been identified by the Secretary of Housing and Urban Development as a flood hazard area and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended from time to time (the "Act"), the Mortgagor will keep the Mortgaged Premises covered for the term of the Note by flood insurance up to the maximum amount of coverage available under the Act.

BOX 333-CTI

Property of Cook County Clerk's Office

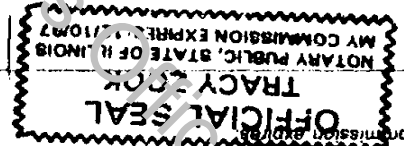
MAIL TO: BANK OF CHICAGO - Loan Administration Dept.
6353 W. 55th Street
Chicago, Illinois 60638

My Commission expires:

Notary Public

Given under my hand and notarial seal this _____ day of _____, 199____
of _____, and acknowledged that they signed and delivered this instrument as their own free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.
known to me to be the _____ and _____ Secretary
in the State aforesaid, DO CERTIFY that before me this day personally appeared _____ and _____ a Notary Public in and for the said County,

CORPORATE ACKNOWLEDGEMENT



STATE OF ILLINOIS)
COUNTY OF COOK)
SS

Tracy E. Cook
Notary Public

Given under my hand and notarial seal this 13th day of May, 1994
the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.
known to me to be the same person(s) whose names are _____ subscribed to the foregoing instrument and acknowledged that they signed and delivered
in the State aforesaid, DO CERTIFY that before me this day personally appeared Billy Joe Wingo and Ira E. Wingo, his wife
The Undersigned _____ a Notary Public in and for the said County,

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ILLINOIS)
COUNTY OF COOK)
SS

ATTEST: Secretary

By: _____ his President

Ira E. Wingo
Mortgagor

Billy Joe Wingo
Mortgagor

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage the day and year first above written.

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ness or obligation which is secured by this Mortgage and shall be terminated only when there is no further obligation of any kind whether in law or in equity or otherwise of Mortgagee in connection with any such environmental cleanup costs, environmental liabilities or other environmental matters involving the Mortgaged Premises. Mortgagee shall have the right to demand all Environmental Costs incurred by Mortgagee. This Mortgage shall secure, in addition to the Note and all other indebtedness and obligations secured hereby, the payment of all Environmental Costs incurred by Mortgagee.

15. Any one or more of the following shall constitute an event of default ("Event of Default") hereunder: (a) default in the payment, when due, (whether by lapse of time, acceleration or otherwise) of the principal or of interest on the Note or of any other indebtedness hereby secured; (b) default for more than 30 days in observance or compliance with any other covenant, warranty, term or provision of this Mortgage or of any separate assignment of leases and/or rents securing the Note or of any other instrument or document securing the Note or relating thereto; (c) any representation or warranty made by Mortgagee herein or in any separate assignment of leases and/or rents securing the Note or in any other instrument or document securing the Note or relating thereto or in any statement or certificate furnished by it pursuant hereto or thereto proves to be untrue or misleading in any material respect as of the date of issuance or making thereof; (d) the Mortgaged Premises or any part thereof, or the beneficial interest in the trust estate holding title thereto shall be assigned, sold, transferred or conveyed, whether voluntarily or involuntarily, by operation of law or otherwise, except for sales of obsolete, worn out or unusable fixtures or personal property which are concurrently replaced with similar fixtures or personal property at least equal in quality and condition to those sold and owned by Mortgagee free of any lien, charge or encumbrance other than the lien hereof; (e) any indebtedness secured by a lien or charge on the Mortgaged Premises or any part thereof is not paid when due or proceedings are commenced to foreclose or otherwise realize upon any such lien or charge or to have a receiver appointed for the property subject thereto or to place the holder of such indebtedness or its representative in possession thereof; (f) Mortgagee or any of the guarantors of the indebtedness hereby secured (a "Guarantor") becomes insolvent or bankrupt or admits in writing its, his or her inability to pay its, his or her debts as they mature or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver for the major part of its, his or her property or such a trustee, custodian or receiver is appointed for Mortgagee or any Guarantor or for the major part of the properties of any of them and is not discharged within 30 days after such appointment, or bankruptcy, reorganization, arrangement, insolvency, readjustment, liquidation, dissolution or other proceedings for relief under any present or future bankruptcy laws or laws or other statute, law or regulation for the relief of debtors are instituted by or against Mortgagee or any Guarantor and if instituted against such party are consented to or acquiesced in or are not dismissed within 30 days after such institution, or Mortgagee or any Guarantor takes any action in contemplation of or furtherance of any of the foregoing; (g) there shall be any execution, attachment or levy on the Mortgaged Premises not stayed or released within 30 days; (h) any event occurs or condition exists which is specified as an event of default in any separate assignment of leases and/or rents securing the Note or in any other instrument or document securing the Note or relating thereto; (i) any financial or other information submitted by any Guarantor to Mortgagee proves untrue in any material respect; (j) the Mortgaged Premises is abandoned; (k) Mortgagee shall fail or refuse to pay Environmental Costs as herein defined, or (l) any hazardous substances or wastes, industrial wastes, pollution control wastes or toxic substances, within the meaning of any applicable Federal, state or local environmental statute, ordinance, rule or regulation (collectively, "Hazardous Substances") shall be installed, used, generated, manufactured, produced, stored, released, discharged or disposed of on, under or about the Mortgaged Premises, or transported to or from the Mortgaged Premises, in violation of any Federal, state or local environmental statute, ordinance, rule, or regulation; or (m) Mortgagee shall fail or refuse voluntarily to clean up and to bear the cost of cleaning up all Hazardous Substances on, under or about the Mortgaged Premises within 60 days after their discovery, or after receipt from any environmental agency or any other governmental unit or authority that a violation of any applicable Federal, state or local environmental statute, ordinance, rule or regulation has occurred, or (n) any Guarantor shall die, or become incompetent, or any Guarantor shall terminate, repudiate, revoke or disavow any of his or her obligations under the applicable guaranteed agreement or breach any of the terms of such guarantee payment.

16. When any Event of Default has occurred and is continuing (regardless of the pendency of any proceeding which has or might have the effect of preventing Mortgagee from complying with the terms of this instrument and of the adequacy of the security for the Note) and in addition to such other rights as may be available under applicable law, but subject at all times to any mandatory legal requirements: (a) Mortgagee may, by written notice to Mortgagee, declare the Note and all unpaid indebtedness or Mortgagee hereby secured, including any interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind; (b) Mortgagee shall, with respect to any part of the Mortgaged Premises constituting property of the type in respect of which a lien or security interest granted therein is governed by the Illinois Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Illinois Uniform Commercial Code; (c) Mortgagee may proceed to protect and enforce the rights of Mortgagee hereunder (i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this Mortgage in any manner permitted by law; (d) Mortgagee shall, as a matter of right, without notice and without giving bond to Mortgagee or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Mortgagee or the then value of the Mortgaged Premises, be entitled to have a receiver appointed of all or any part of the Mortgaged Premises and rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Mortgagee hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Mortgaged Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Mortgagee or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise; (e) Mortgagee may enter and take possession of the Mortgaged Premises or any part thereof and manage, operate, insure, repair and improve the same and take any action which, in Mortgagee's judgment, is necessary or proper to conserve the value of the Mortgaged Premises. Mortgagee may also take possession of, and for these purposes use, any and all personal property contained on or about the Mortgaged Premises and used in the operation, rental or leasing thereof or any part thereof. Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues and profits of the Mortgaged Premises or any part thereof (and for such purpose Mortgagee hereby irrevocably constitute and appoint Mortgagee its true and lawful attorney-in-fact for it and in its name, place and stead to receive, collect and receipt for all of the foregoing. Mortgagee irrevocably acknowledging that any payment made to Mortgagee hereunder shall be a good receipt and acquittance against Mortgagee to the extent so made) and to apply same to the reduction of the indebtedness hereby secured. The right to enter and take possession of the Mortgaged Premises and use any personal property thereon, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The expense (including any receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be so much additional indebtedness hereby secured which Mortgagee promises to pay upon demand together with interest at the Default Rate applicable to the Note at the time such expenses are incurred. Mortgagee shall not be liable to account to Mortgagee for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee. Without taking possession of the Mortgaged Premises, Mortgagee may, in the event the Mortgaged Premises becomes vacant or is abandoned, take such steps as it deems appropriate to protect and secure the Mortgaged Premises (including hiring watchmen therefor) and all costs incurred in so doing shall constitute so much additional indebtedness hereby secured payable upon demand with interest thereon at the Default Rate applicable to the Note at the time such costs are incurred.

17. All rights and remedies set forth in this Mortgage are cumulative and the holder of the Note and of every other obligation secured hereby may recover judgment herein, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby.

18. Unless expressly provided in this Mortgage to the contrary, no consent or waiver, express or implied, by Mortgagee to or of any breach or default by Mortgagee in the performance by Mortgagee or Guarantor of any obligations contained herein shall be deemed a consent to or waiver by Mortgagee of such performance in any other instance or any other obligation hereunder. The failure of Mortgagee to exercise either or both of its remedies to accelerate the maturity of the indebtedness secured hereby and/or to foreclose the lien hereof following any Event of Default hereunder, or to exercise any other remedy granted to Mortgagee hereunder or under applicable law in any one or more instances, or the acceptance by Mortgagee of partial payments of such indebtedness shall neither constitute a waiver of any such Event of Default or of Mortgagee's remedies hereunder or under applicable law nor establish, extend or affect any period for payments due under the Note, but such remedies shall remain continuously in force. Acceleration of maturity, once claimed hereunder by Mortgagee, may at Mortgagee's option be rescinded by written acknowledgment to that effect by Mortgagee and shall not affect Mortgagee's right to accelerate maturity upon or after any future Event of Default.

19. Mortgagee shall pay Mortgagee's costs and expenses, title charges, search fees, appraisal fees, recording fees, costs of survey, trust fees and attorneys' fees for negotiation, drafting, closing and protecting this Mortgage and loan documents and for advice in connection therewith.

20. Mortgagee shall have the right to inspect the Mortgaged Premises at all reasonable times, and access thereto shall be permitted for that purpose.

21. Mortgagee represents and agrees that the proceeds of the Note will be used for business purposes and that the Note and this Mortgage are exempt from limitations upon lawful interest pursuant to the terms of the Illinois Revised Statutes, Chapter 17, Paragraph 6404.

22. All communications provided for herein shall be in writing and shall be deemed to have been given when delivered personally or three (3) business days after mailing by United States certified mail, return receipt requested, first class mail, postage prepaid, addressed to the parties hereto at their addresses as shown at the beginning of this Mortgage or to such other and different address as Mortgagee or Mortgagee may designate pursuant to a written notice sent in accordance with the provisions hereof.

23. This Mortgage shall be construed in accordance with and governed pursuant to the laws of the State of Illinois. Whenever possible, each provision of this Mortgage shall be interpreted in such a manner as to be effective and valid pursuant to applicable law; provided, however, that if any part hereof shall be prohibited by or invalid thereunder, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Mortgage.

24. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Mortgage contained by or on behalf of Mortgagee, or by or on behalf of Mortgagee, shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of such parties, whether so expressed or not. If more than one party signs this instrument as Mortgagee, then the term "Mortgagee" as used herein shall mean all of such parties, jointly and severally. In addition, the term "Mortgagee" shall include all persons claiming under or through Mortgagee and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage.

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This rider attached to and made a part of Mortgage, Assignment of Rents and Security Agreement in the amount of \$200,000.00 dated 05/13/94.

Which shall be equal to 6.00 % per annum above the Bank's Prime Rate in effect from time to time (as said term is defined in the Note) provided, however, that notwithstanding the Prime Rate, the Default Rate shall at no time be less than 12.75% per annum. The Default Rate shall change on a day when the Prime Rate changes unless a change in the Prime Rate would cause the Default Rate to become less than 12.75% per annum.

Billy Joe Wingo

Billy Joe Wingo

Ila E. Wingo

Ila E. Wingo

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11/11/11