Heritage Pullman Bank &

1000 East 111th Street Chicago, Illinois 60628 (312) 765-1000 Member FDIC 'LENDER'

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COMMERCIAL MORTGAGE

GRANTOR ROPROWER Chicago Title & Trust Co. as Trustes, under Trust A No. 1074963 dated MAY 30, rago Title & Trust Co., Trustee, under Trust Agreement 1074963 dated MAY 30, 1979. Chicago Title & 1979 .

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111 W: Washington Chicago, IL 60602 TREPHONE NO.

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A 1919 ADMINITED GATION NO.

1. GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the rest property described in Schedule A which is attached to this Mortgage and Incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenance; values; itcenses and other agreements; rems, leques and profits; water, well, disch, reservoir and mineral rights and stocks, and standing timber and or os pertaining to the rest property (cumulatively "Property").

2. OBLIGATIONS. This Morigage (AN) secure the payment and performance of all of Sorrower and Granton's present and future; indebtedness, liabilities, obligations and covenants (cumulatively "Chiamilons") to Lender pursuant to:

(a) this Mortgage and the following promiseory notes and other agreements:

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all other present or luture obligations of Borrower or Junfor to Lender (whether Incurred for the earne or different purposes than the foregoing):

b) all renewals, extensions, amendments, modifications, replacements or lubstitutions to any of the foregoing.

- 3. PURPORE. This Morigage and the Obligations described herein are endinged and incurred for commercial purposes.
- 4. FUTURE ADVANCES: [1] This Mortgage secures the repayment of all acre rose that Lender may extend to Borrower or Grantor under the promiseory
- 5. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all arrows appended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to a nounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.
 - CONSTRUCTION PURPOSES. If checked, [] this Mortgage secures an indebtedness for construction purposes.
 - 7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Linder that:
 - (a) Grantor shall maintain the Property free of all lians, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference.
 - soneque is which is attached to this Mortgage and Incorporated herein by (eference.

 (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, user',k'',od, stored, or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transported any Hazardous Materials to ", rism the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, materials, or waste which is or becomes regulated by any governmental authority including, but not limited to; (i) petroleum; (ii) friable or nontriable achestos; (iii) polychlorinated hyphenyls; (iv) those substances, materials or wastes designated as a "hazardous substances" pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) shoes substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive gravitonmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;
 - (c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mongage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance; rule of law, contract or other agreement which may be binding on Grantor at any time;
 - (d) No action or proceeding is or shall be pending or threatened which might materially affect the Property;
 - (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of iaw, comment or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.
- a, TRANSPERS OF THE PROPERTY OR SENEFICIAL INTERESTS IN SORROWERS. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schadula A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor is not a natural person or persone but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remediate permitted by the promiseory note or other, agreement or by this Mortgage, unless otherwise prohibited by federal law.
- INQUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is suthorized to provide oral or written notice of its interest in the Property to any third party.
- 10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or tall to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's lights, title and interest in and or any Agreement or the amounts payable thereunder; or (d) terminate or cencel any Agreement except for the nonpayment of any eum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lander.
- 15. COLLECTION OF INDESTEDNESS PROM THIRD PARTY. Lender shall be entitled to notify or require Granter to notify any third party (including, but not limited to, leusees, licensees, governmental authorities and insurance companies) to pay Lender any Indebtedness or obligation owing to Granter with respect to the Property (cumulatively "indebtedness") whether or not a default exists under this Morigage. Granter shall diligently collect the indebtedness LF-KS00 & Fermalion Yeshnelogies, Inc. (18/18/92) (600) 937-3760

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owing to Grantor from these third parties uptit the giving of such notice files. In the east the Grantor present of receives possession of any instrument or other remittances with respect to the lideble filese of lowing the giving of two potition on oil if the maticuments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or commentation proceeds crantor shall include the instruments and other remittances. It is not such instruments and other remittances to Lender, and immediately provide I ander with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collected upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action; error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.

- 12. USE AND MAINTENANCE OF PROPERTY, Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compilance with applicable law and incurrence policies. Another shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense
- 13. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any case whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.
- 14. INBURANCE. Grantor shall keep the Property Insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Grantor may obtain (insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days written notice before such policies are altered or cancelled in any manner. The insurance company to provide Lender with at least thirty (30) days written notice before such policies are altered or cancelled in any manner. The insurance company to provide Lender with at least thirty (30) days written notice before such policies are altered or cancelled in any manner. The insurance company to provide Lender with side and part of the Property and the Insurance proceeds to the repair of the Froperty or require the insurance proceeds to be paid to Lender. In the event Grantor falls to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the Insurance cost shall be an advance payable and bearing interest as described in Paragraph 26 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and estiting claims under insurance policies, cancelling only policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All
- 16. ZONING AND PRIVATE COVER ITS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants attenting the use of the Property without Lender's p.ior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lander. Grantor will immediately provide Lander with written notice of any proposed of an jes to the zoning provisions or private covenants affecting the Property
- 16. CONDEMNATION. Grantor shall immediately provide Lander with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monier payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' force, it gas expenses (to the extent permitted by applicable law) and other costs including appraisal tests, in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event, Grantor mail to obligated to restore or repair the Property.
- 17. LENDER'S RIGHT TO COMMENCE OR DEFEND LED ACTIONS. Grantor shall immediately provide Lander with written notice of any actual or threatened action, suit, or other proceeding affecting the Prop stry. Grantor hereby appoints Lender as its attorney-in-fact to commence in and defend such actions, suits, or other legal proceedings and to compare mise or settle any claim or obstroversy pertaining thereto. Lender shall not be vable to Grantor for any action, error, mistake, omission or delay pertaining the actions described in this paragraph or any damages mention thereform. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name. Grantor shall cooperate and assist Lender in any action hereunder.
- 18. INDEMNIFICATION. Lender shall not assume or be responsible in the performance of any of Grantor's Obligations with respect to the Property under any discursances. Grantor shall immediately provide Lender and its shall holders, directors, officers, employees and agents with written notice of and indemnify and hold Lender harmless from all claims, darnages, liabilities. Pircluding attorneys' fees and legal expenses, to the extent permitted by applicable law) causes of action, actions, suits and other legal proceedings (cumy although "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall into "legal counsel acceptable to Lender to defend Lender from such Claims, and pay the attorneys' fees, legal expenses (to the extent permitted by applicable law) and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's ubligation to indemnity Lender shall eurove the termination, release or foreclosure of this Morgage.
- 19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance prerising, "axes and assessments pertaining to the Property as estimated by Lender. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments, and insurance on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to (ax) said taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the inverse order of the due dates thereof.
- 20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lander of 1s agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance or required by Lender for these purposes. All of the signatures and information contained in Grantor's books and to orde shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, of Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All the information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All the information furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, Granty intended transferse of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance or the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, est-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferse with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.
 - 22. DEFAULT. Grantor shall be in detault under this Mortgage in the event that Grantor, Borrower or any pusiantor of any Obligation:

 - (a) falls to pay any Obligation to Lender when due;
 (b) falls to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written or oral, agreement;

 - (d) allows the Property to be damaged, destroyed, lost or stolen in any material respect;
 (d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender;
 (e) allow the Property to be used by anyone to transport or store goods the possession, transportation, or use of which, is illegal; or (f) causes Lender to deem itself insecure in good faith for any reason.
- 23. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

 - (a) to declare the Obligations immediately due and payable in full;
 (b) to collect the outstanding Obligations with or without resorting to judicial process;
 (c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;

 - Crantor and center;
 (d) to collect all of the rants, issues, and profits from the Property from the date of default and thereafter.
 (e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;
 (f) to forecluse this Mortgage;
 (g) to set-off Grantor's Obligations against any amounts due to Lender Including, but not limited to, monies, instruments, and deposit accounts maintained with Lander; and

(h) to exercise all other rights available to Lender under any other written agreement or applicable law. Lender's rights are oursulative and may be exercised together, separately, and in any order. In the event that Lander institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might

otherwise be required.

- 24. WAIVER OF HOMESTEAD AND OTHER RIGHTS. Graptor hereby wrives all homestead or other enemations to which Grantor would otherwise be entitled under any applicable law.
- 25. WAIVER OF REDEMPTION. Grantor, to the extent Grantor may lawfully do so, nereby waives any and all rights to redeem the Property sold under an older of sale pursuant to foreclosure proceedings, and hereby waives the period of redemption, and any and all rights which would have accrued during such redemption period, but for this waiver.
 - 26. BATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender.
- 27. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.
- 28. REIMBURSEMENT OF AMOUNTS EXPRINDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lender for all amounts (Including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.
- 29. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lander (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remaining obligations in whatever order Lender chooses.
- 30. POWER OF ATTORNEY. Granter hereby appoints Lender as its attorney-initial to efficies Granter have on all-instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required? Its attorney-many action or execute any document required to be taken or executed by Granter under this Mortgage. Lender's performance of such addition, the power of such addition, the power of attorney-described property and such addition, the power of attorney-described property and such addition or our any default under this Mortgage. The powers of attorney-described property that parenty and other control of the power of attorney-described property. The power of attorney-described property and property a
- 31. SUBROGATION OF Lender shall be subrogated to the rights of the holder of any previous item; security interest or encumbrance discharged with funds advancer, by Lender regardless of whether these liens, security interests or other encumprances have been released of record.
- 32. COLLECTION COSTS. If 'encirc hires an attorney to assist in collecting any amount due for enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's reason; in attorneys' fees and costs.
- 33. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.
- 34. MODIFICATION AND WAIVER. The moultication or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender http://prform any of Grantor's Obligations or delay or fall to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one openion shall not constitute a waiver on any other openion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compremises, exchanges, falls to exercise, impairs of releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.
- 35, SUCCESSORS AND ASSIGNS. This Mortgage should be binding upon and inure to the benefit of Grantor and Lander and their respective successors, assigns, trustees, receivers, administrators, personal reprisentatives, legatees and devisees.
- 38. NOTICES. Any notice or other communication to be provide I under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may design as in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice it sent and on any other such notice shall be deemed given when received by the person to whom such notice is being given.
- 37. SEVERABILITY. If any provision of this Mortgage violates the law of the unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.
- 38. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state whole the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.
- 39. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Grantor waiven presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include all per one signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to trial by july in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.
 - 40. ADDITIONAL TERMS.

This Mortgage is executed by Trustee, not personally, but as Trustee in it is expressly understood that nothing contained herein shall be construed as creating any personal liability on Trustee, and any recovery shall be solely against and out of the Property; however, this waiver shall not affect the liability of any Borrower or guaranter of the Obligations.

Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage.

Dated: JANUARY 3, 1994

GRANTOR: Chicago Title & Trust Co. as Trustee under Trust Agreement No. 1074963

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County of	County of) *** *** *** *** *** *** *** *** *** *						
public in and for said County, in the State aforesaid, DO HEREBY CERTIFY	The foregoing instrument was acknowledged before me	• this						
that Lyndus Rarcie, AND and Tereba Margues a	1315 per							
personally known to me to be the same person \$								
#1 / 4 subscribed to the foregoing instrument, appeared before me								
this day in person and acknowledged that		,						
and voluntary act, for the uses and purposes herein set forth.	on behalf of the							
Given under my hand and official seal, this day of	Given under my hand and official seal, this	day of						
Notary Public	Notary Public							
Commission expirate: OFFICIAL SEAL PROPERTY Priority Public, State of Illinois	Commission expires:							
My Commission Expires 4/9/94 SCHE	DULEA							

The street address of the Property d'applicable) is: 2801-15 South Half to i Chicago, IL 60608

Permanent Index No.(s): 17-28-309-004, 17-78-309-005, 17-28-309-006, 17-28-309-007
The legal description of the Property is:

Lots 35 to 40 inclusive in Block 2 /2 Albert Crane's subdivision of the South 3/4 of the West Quarter (1/4) of the Southwest 1/4 of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois. Colling Clarks Office

SCHEDULE B

CB-12 333

This instrument was prepared by: H. Joyce Pensy

After recording return to Lender.

LII-REON & FormAlien Technologies, Inc. (19/18/92) (800) 937-3799

HERITAGE/PULLMAN BANK AND TRUST COMPANY 1000 EAST 111TH STREET CHICAGO, ILLINOIS 60628