

UNOFFICIAL COPY

Mortgage

COOK COUNTY, ILLINOIS
(Commercial)
FILED FOR RECORD

OLD KENT BANK

CHICAGO, ILLINOIS

94234443

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THIS MORTGAGE is made on the 23rd day of July, 1993, between

American National Bank and Trust Company of Chicago not personally, but as trustee under trust #107625-08
Dated February 10, 1989.

as Mortgagor, and OLD KENT BANK, an Illinois banking corporation of 105 South York Street, Elmhurst, Illinois, as mortgagee ("Bank").

FOR VALUE RECEIVED, Mortgagor mortgages and warrants to Bank lands located in the Chicago city of Chicago County of Cook State of Illinois, described as follows:

Lots 11 and 12 in Block 3 in Byron A. Baldwin's subdivision of lot 4 in subdivision of the Northeast 1/4 of the Southwest 1/4 of section 25, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

P.I.N. # 13-25-304-041

Common Address:

2700 N. Richmond Avenue, Chicago, Illinois

together with all buildings, structures and other improvements now and hereafter located thereon and all easements, hereditaments, and appurtenances now or hereafter belonging thereto and the rents, income, and profits therefrom and all fixtures now or hereafter attached to or used in connection therewith, and all machinery, engines, boilers, elevators, and plumbing, heating, air-conditioning, and ventilating equipment now or hereafter located thereon, which shall be deemed to be fixtures and a part of the realty, all of the foregoing being collectively referred to herein as the "premises".

THIS MORTGAGE IS MADE AND GIVEN TO SECURE PAYMENT AND PERFORMANCE OF ALL INDEBTEDNESS AND OBLIGATIONS NOW AND HEREAFTER OWING BY MORTGAGOR TO BANK, including all obligations of Mortgagor under this Mortgage and all indebtedness and obligations now and hereafter owing to Bank that are evidenced by any instruments, documents and agreements that have been executed by another person or persons, including any and all extensions, renewals and modifications thereof. The indebtedness and obligations secured by this Mortgage are collectively referred to in this Mortgage as the "Indebtedness." If Mortgagor is more than one person, the Indebtedness includes all indebtedness and obligations now and hereafter owing to Bank by any one or more of such persons, regardless of whether the remaining person or persons are not liable for such indebtedness and obligations or whether one or more persons other than Mortgagor are also liable for such indebtedness and obligations. The indebtedness and obligations now owing by Mortgagor to Bank include, BUT ARE NOT NECESSARILY LIMITED TO, the indebtedness and obligations evidenced by any instruments, documents and agreements listed below:

Instrument/ Document or Agreement	Date	Principal Amount	Interest Rate	Payment Schedule	Scheduled Maturity	Maker (if other etc.)
Promissory Note	7/23/93	\$185,000.00	7.5% Fixed	\$1,739 (P&I) due monthly commencing 9/15/93	8/15/96	Logan Investments and Mortgagor

This Mortgage secures all present and future indebtedness and obligations owing to Bank by Mortgagor, regardless of whether any such indebtedness or obligation is (a) not listed above, (b) not presently intended or contemplated by Bank or Mortgagor, (c) indirect, contingent or secondary, (d) unrelated to the premises or to any financing of the premises by Bank, (e) of a kind or class that is different from any indebtedness or obligation now owing to Bank by Mortgagor, or (f) evidenced by a note or other document that does not refer to this Mortgage.

Mortgagor further warrants, represents, and agrees as follows:

- 1. Payment of Indebtedness.** Mortgagor agrees to pay or perform all of the Indebtedness, including all interest thereon, in accordance with the terms of the instruments, documents, or agreements evidencing the same ("Instruments").
- 2. Warranties.** Mortgagor warrants and represents to Bank that all financial statements and other information concerning Mortgagor, the premises, and any guarantor of the Indebtedness, heretofore or hereafter furnished to Bank, are and shall be true and correct in all material respects; that the execution, delivery, and performance of this Mortgage by Mortgagor will not violate any law, rule, judgment, order, agreement or instrument binding upon Mortgagor nor require the approval of any public authority or any third party; and that this Mortgage constitutes the valid and binding obligation of Mortgagor, enforceable in accordance with its terms. If Mortgagor is a corporation, partnership, association, trust or other entity, Mortgagor further represents and warrants to Bank that Mortgagor is duly organized and validly existing in good standing in the State of Illinois or other state of Incorporation, Registration, Formation or Location; that Mortgagor has full power and authority to carry on its business as presently conducted and to enter into and perform its obligations under this Mortgage; that the execution, delivery, and performance hereof by Mortgagor have been duly authorized by all necessary action of its board of directors, trustees or other governing body and will not violate Mortgagor's articles or certificate of incorporation, bylaws, partnership agreement, articles of association, trust agreement or other governing instrument, nor require the approval of its shareholders or members.
- 3. Assignment of Interest as Lessee or Purchaser.** Mortgagor hereby assigns and mortgages to Bank, as additional security for the Indebtedness, all of Mortgagor's right, title, and interest in and to any and all leases, land contracts, or other agreements by which Mortgagor

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IN WITNESS WHEREOF, Mortgagor and Bank have executed this Mortgage as of the date first written above.

Witnesses:

Individual Mortgagor(s):

Non-individual Mortgagor: American National Bank, not personally, but as Trustee under trust

#107625-08 dated February 10, 1989.

By _____

And by _____

Its _____

STATE OF ILLINOIS

COUNTY OF _____

The foregoing Mortgage was acknowledged before me this _____ day of _____, 19____, by _____

Notary Public, _____ County, Illinois.

My commission expires: _____

STATE OF ILLINOIS

COUNTY OF _____

The foregoing Mortgage was acknowledged before me this _____ day of _____, 19____, by _____, the _____, of _____, a _____ (type of entity), on its behalf.

This instrument prepared by: Clifford Scott Rudnick

OLD KENT BANK

105 South York Street, Elmhurst, Illinois 60126

Notary Public, _____ County, Illinois.

My commission expires: _____

MORTGAGE

LOGAN INVESTMENTS/
LOAN NO. BEZARK, RICHARD R. & ARLENE S.

Prepared by Return to:

OLD KENT BANK

Elmhurst, Illinois 60126
Joseph M. Pohnan,

Attn: Commercial Loan Administration

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(f) If Mortgagor, without the written consent of Bank, shall grant, convey, or trust, the premises or any interest therein or any rents or profits therefrom or if any mortgage, lien, or other encumbrance or writ of attachment, garnishment, execution, or other legal process shall be issued against or placed upon the premises or any interest therein or any rents or profits therefrom, except in favor of Bank, or if any part of the premises or any interest therein shall be transferred by operation of law, or if the mortgagor is a land trustee, the beneficial interest, or any portion thereof, in the land trust, is assigned for any purpose or if any lien or encumbrance, or any writ of attachment, garnishment, execution or other legal process shall be issued or placed against said beneficial interest or any portion thereof.

(g) If all or any material part of the premises shall be damaged or destroyed by fire or other casualty, regardless of insurance coverage therefor, or shall be taken by condemnation or power of eminent domain.

(h) If any law or government regulation shall hereafter impose any tax or assessment upon mortgages or debts secured by mortgages.

(i) If any guaranty that now or hereafter secures payment or performance of all or any part of the indebtedness shall be terminated or limited, for any reason, without the written consent or agreement of Bank.

(j) If at any time Bank in good faith believes that the prospect of payment or performance of any part or all of the indebtedness is impaired.

(k) If any lease, land contract, or other agreement by which Mortgagor is leasing or purchasing any interest in the premises shall be declared by the lessor or seller thereunder to be forfeited or terminated or if any suit or other action shall be commenced to foreclose any such land contract or to recover possession of all or any part of the premises by reason of any default or alleged default under any such lease, land contract, or agreement.

If a voluntary or involuntary case in bankruptcy or receivership shall be commenced by or against Mortgagor or any of Mortgagor's partners (if Mortgagor is a partnership) or any Guarantor, then the entire indebtedness shall automatically become immediately due and payable, without notice or demand. All or any part of the indebtedness also may become, or may be declared to be, immediately due and payable under the terms and conditions contained in any Security Document, Instrument or other agreement heretofore or hereafter entered into between Bank and Mortgagor.

13. Remedies. Bank shall have all rights and remedies provided for in this Mortgage or otherwise permitted by law. In addition, if the indebtedness shall not be paid upon maturity, Bank shall have the right, and is hereby authorized:

(a) To the extent permitted by law, to collect and receive all rents, profits, and other amounts that are due or shall hereafter become due under the terms of any leases, land contracts, or other agreements, now or hereafter in effect, by which the premises or any interest therein are then being sold or leased, and to exercise any other right or remedy of Mortgagor under any such lease, land contract, or other agreement, provided, that Bank shall have no obligation to make any demand or inquiry as to the nature or sufficiency of any payment received or to present or file any claim or take any other action to collect or enforce the payment of any amounts to which Bank may become entitled hereunder, nor shall Bank be liable for any of Mortgagor's obligations under any such lease, land contract, or other agreement.

(b) To obtain or update abstracts of title, title searches, title insurance, commitments for title insurance and surveys with respect to the premises, and Mortgagor shall reimburse Bank for all costs thereof, together with interest at the Default Rate.

(c) To conduct or obtain an environmental investigation or audit of the premises, and Mortgagor shall reimburse Bank for all costs thereof, together with interest at the Default Rate.

(d) To foreclose this Mortgage by act in pursuant to applicable law.

(e) To sell, release, and convey the premises at public sale, and to execute and deliver to the purchasers at such sale good and sufficient deeds of conveyance, rendering any surplus funds, after payment of the indebtedness in full and the expenses of such sale, including attorney fees as provided by law, to Mortgagor, all in accordance with Illinois Mortgage Foreclosure Law, Chapter 110, Illinois Revised Statutes, Section 15-1101, et. sec., as the same may be amended from time to time, and any similar statutory provisions which may hereafter be enacted in addition thereto or in substitution herefor. In the event of public sale, the premises, at the option of Bank, may be sold in one parcel.

(f) To exercise any and all rights and options of Mortgagor under any lease, land contract, or other agreement by which Mortgagor is then leasing or purchasing any part or all of the premises, including any option to purchase the premises or to renew or extend the term of any such lease, land contract, or other agreement, but Bank shall have no obligation to exercise any such right or option.

All rights and remedies of Bank under this Mortgage, whether or not exercisable only on default, shall be cumulative and may be exercised from time to time, and no delay by Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy, except to the extent otherwise provided by law. In this Mortgage, "maturity" means such time as the indebtedness shall be or shall become due and payable, whether by the terms of the instruments or pursuant to paragraph 12 hereof or otherwise.

14. Security Interest In Fixtures. Mortgagor grants to Bank a security interest in all fixtures now or hereafter located on the premises. If the indebtedness is not paid at maturity, Bank, at its option, may enforce this security interest in fixtures under the Illinois Uniform Commercial Code or other applicable law or may include the fixtures in any foreclosure of this Mortgage under paragraph 13 hereof. Any requirement of reasonable notice with respect to any sale or other disposition of fixtures shall be met if Bank sends the notice at least five (5) days prior to the date of sale or other disposition.

15. Indemnification. Mortgagor shall indemnify and hold the Bank harmless with respect to any and all claims, demands, causes of action, liabilities, damages, losses, judgments and expenses (including attorney fees) that shall be asserted against or incurred by Bank by reason of (a) any representation or warranty by Mortgagor in this Mortgage being inaccurate in any respect, (b) any failure of Mortgagor to perform any of Mortgagor's obligations under this Mortgage, or (c) any past, present or future condition or use of the premises (whether known or unknown), other than an excluded condition or use, including, but not limited to, liabilities arising under any "environmental law," as defined in paragraph 11 of this Mortgage. An "excluded condition or use" is one that (i) does not exist or occur, to any extent, at any time before Mortgagor has permanently given up possession and control of the premises by reason of a foreclosure of this Mortgage or a conveyance of the premises to Bank in lieu of foreclosure; and (ii) was not caused or permitted to exist, in whole or part, by any act or omission of Mortgagor. Indemnification by Mortgagor under this paragraph shall not limit any other right or remedy (including Bank's right to accelerate payment of the indebtedness) that is available to Bank by reason of the circumstance in respect of which indemnity is made. Mortgagor's obligations under this paragraph shall survive foreclosure of this Mortgage and any conveyance of the premises in lieu of foreclosure.

16. Waivers.

(a) Mortgagor and any other person hereafter obtaining any mortgage or lien upon, or any other interest in, the premises waives, with respect to any foreclosure of this Mortgage, (i) any right to marshaling of the premises and any right to require a minimum bid or "upset" price, and (ii) the benefit of any stay, extension, exemption or moratorium law, now existing or hereafter enacted.

(b) Bank may at any time release all or any part of the premises from the lien of this Mortgage or release the personal liability of any person for the indebtedness, with or without consideration and without giving notice to, or obtaining the consent of, the holder of any mortgage or lien upon, or other interest in, the premises. Any such release shall not impair or affect the validity or priority of this Mortgage, regardless of the effect of such release upon any such mortgage, lien or other interest or the holder thereof. Nothing in this subparagraph constitutes consent by Bank to the placing of a mortgage, lien or other encumbrance on the premises.

(c) Mortgagor (i) waives notice of any advances or other extensions of credit included in the indebtedness, (ii) waives any right to require Bank to sue upon or otherwise enforce payment of the indebtedness or to enforce any security therefor before exercising its rights and remedies under this Mortgage, and (iii) agrees that the validity and enforceability of this Mortgage shall not be impaired or affected by any failure of Bank to obtain or perfect, or secure priority of, any other security at any time given, or agreed to be given, by any person for the indebtedness.

(d) Bank is authorized from time to time and without notice to or consent of Mortgagor and with or without consideration, to give and make such extensions, renewals, modifications, waivers, settlements, and compromises, on such terms and conditions as Bank may see fit, with regard to any of the indebtedness as to which Mortgagor is not the obligor or with regard to any security for the indebtedness that is not owned by Mortgagor. Any such action shall not impair or affect the validity or enforceability of this Mortgage.

(e) Mortgagor hereby irrevocably releases, waives any and all applicable homestead right or exemption.

17. Expenses. Mortgagor shall pay to Bank on demand any and all expenses, including attorneys' fees, paralegal fees, and legal expenses, filing fees, title insurance, real estate taxes, photocopies, recording fees, publication costs, witness fees and the like, paid or incurred by Bank in collecting or attempting to collect the indebtedness or in protecting and enforcing the rights of and obligations to Bank under any provision of this Mortgage, including, without limitation, taking any action in any bankruptcy, insolvency, or reorganization proceedings concerning Mortgagor or foreclosing this Mortgage by advertisement or by action. All such expenses shall be part of the indebtedness and shall bear interest, from the date paid or incurred by Bank, at the Default Rate.

18. Application of Proceeds. In the event of the payment to Bank, pursuant to the provisions hereof, of any rents or profits or any proceeds of insurance or proceeds of any condemnation or eminent domain award or proceeds from any sale of the premises at foreclosure, Bank shall have the right to apply such rents or profits or proceeds, in such amounts and proportions as Bank shall in its sole discretion determine, to the full or partial satisfaction of any or all of the indebtedness and obligations of Mortgagor secured hereby, including any contingent or secondary obligations, whether or not the same shall then be due and payable by the primary obligor. Mortgagor shall be obligated to the Bank for any deficiency, if the rents, profits, proceeds of insurance, condemnation or sale, are insufficient to satisfy the indebtedness in full.

19. Other. All notices to Mortgagor and to Bank shall be deemed to be duly given if and when mailed, with postage prepaid, to the respective addresses of Mortgagor and Bank appearing on the front page hereof, or if and when delivered personally. The provisions of this Mortgage shall be binding upon and inure to the benefit of Mortgagor and Bank and their respective successors, assigns, heirs and personal representatives. Any provision of this Mortgage prohibited or unenforceable by any applicable law shall be ineffective only the extent and for the duration of such prohibition or unenforceability without invalidating the remaining provisions hereof. If Mortgagor is more than one person, their obligations under this Mortgage are joint and several, and the term "Mortgagor" refers to each of them and all of them.

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is existing or purchasing any part or all of the premises, including all modifications, renewals, and extensions thereof and all of Mortgagee's

rights in and to any purchase options contained in any such lease or other agreement. Mortgagee agrees to pay or cause to be paid each

and every installment of rent or of principal or interest required to be paid by the lessee or buyer under any such lease, and contract, or

other agreement, as and when the same shall become due and payable, whether by acceleration or otherwise. Mortgagee further agrees

to pay and perform, or cause to be paid and performed, all other obligations of the lessee or buyer under any such lease, and contract or

other agreement. If Mortgagee shall default in the payment of any such installment of rent or of principal or interest or in the payment of

performance of any other obligation under any such lease, and contract, or other agreement, then Bank shall have the right, but shall

have no obligation, to pay such installment or installments, to pay or perform such other obligation on behalf of Mortgagee, and to exercise

any rights of Mortgagee under any such lease, and contract, including any purchase option. All sums expended by

Bank in connection therewith shall become part of the indebtedness, payable by Mortgagee to Bank upon demand, together with interest

at the lesser of (a) five percent (5%) above the rate of interest announced from time to time by Bank as its "index rate" of interest, or (b)

the highest rate to which Mortgagee could lawfully agree in writing ("Default Rate"). On receipt by Bank from the lessor or seller under

any such lease, and contract, or other agreement of any written notice of default by the lessee or buyer hereunder, Bank may rely thereon

and take any action to cure the default even though the existence or nature of the default is questioned or denied by Mortgagee.

4. Assignment of Leases and Contracts. Mortgagee, to the extent permitted by law, hereby assigns and mortgages to Bank, and grants

to Bank a security interest in, as additional security for the indebtedness, all of Mortgagee's right, title, and interest in and to all existing

and future oral or written leases of all or any part of the premises or of any interest therein and any and all existing and future land

contracts or other agreements by which the premises or any interest therein is being or shall be sold, together with all rents and profits

arising from, and all other proceeds of, any such leases, and contracts, or other agreements, without the written consent of Bank. Mortgagee

will not cancel, accept a surrender of, modify, consent to an assignment of, or make any other assignment of

other disposition of, any such lease, and contract, or other agreement or of any interest of Mortgagee therein, and will not collect or

accept any payment of rent or of principal or interest or of any other amount thereunder more than one month prior to the time when the

same shall become due and payable under the terms thereof. Mortgagee will pay and perform all obligations and covenants required of it

by the terms of any such lease, and contract, or other agreement, or other agreement, or other agreement, or other agreement, or other agreement,

and all sums expended by Bank in connection therewith shall become part of the indebtedness, payable by Mortgagee to Bank upon

demand, together with interest at the Default Rate. Nothing contained in this paragraph or in Paragraph 10 hereof shall be construed to

constitute consent by Bank to the sale, lease or transfer of the premises or any interest therein.

5. Taxes. Mortgagee will pay, or cause to be paid, before they become delinquent, all taxes, assessments, and other similar charges

levied upon or with respect to the premises and will deliver to Bank satisfactory evidence of the payment thereof. Upon request by Bank,

Mortgagee will pay to Bank from time to time to be sufficient to enable Bank to pay, at least thirty days before due, all taxes, assessments,

and other similar charges levied upon or with respect to the premises, and upon demand by Bank, Mortgagee will pay to Bank such additional

sums as shall be required to make up any deficiency in the amount necessary to enable Bank to pay fully any of such taxes, assessments,

or other similar charges levied upon or with respect to the premises, together with the general funds of Bank, and no interest shall be payable to

Mortgagee with respect thereto. Upon occurrence of an event of default, as hereinafter defined, Bank may apply any funds of Mortgagee

then held under this paragraph against the indebtedness, in such manner as Bank shall determine.

6. Insurance. Mortgagee will cause all buildings, improvements, and other insurable parts of the premises to be insured against loss or

damage by fire, by hazards included within extended coverage and by such other hazards as Bank from time to time may require, in such

amounts and with such insurances as shall be acceptable to Bank, and Mortgagee shall cause all premiums on the insurances to be paid

when due. Each policy evidencing such insurance shall provide that loss shall be payable to Bank as its interest shall appear at the time

of the loss, shall contain a standard mortgagee's clause, and shall be in form and substance acceptable to Bank, and shall be delivered to Bank,

Each policy shall provide that at least ten days prior written notice of any cancellation of, or any material change in, the insurance shall

be given to Bank by the insurer. Each renewal of such policy shall be delivered to Bank at least ten days prior to the expiration date

of the policy. Upon foreclosure of this Mortgage or other transfer of the premises in satisfaction of the indebtedness, all right, title and

interest of Mortgagee in and to any insurance policies then in force, including the right to any premium refund thereon, shall vest in the

purchasee or grantee. In event of any loss of or damage to the premises, Mortgagee will give immediate notice thereof to Bank, and Bank

shall have the right to make proof of the loss or damage. If Mortgagee does not promptly do so, Bank is authorized to settle, adjust, or

compromise any claims for loss or damage under any such insurance policy. Mortgagee shall forthwith endorse and deliver to Bank all

proceeds of any such policy.

7. Maintenance and Repair. Mortgagee will maintain the premises in good condition and repair; will not commit or suffer any waste

thereof; will not remove, demolish, or substantially alter any building or fixture on the premises without the prior written consent of

Bank; will cause to be completed with all laws, ordinances, regulations, requirements, or requirements of any governmental authority applicable to the

premises or to activities on the premises; will promptly repair, restore, replace, or rebuild any part of the premises that is damaged or

destroyed by any casualty; and will promptly repair, restore, replace, or rebuild any part of the premises that is damaged or

8. Bank's Right to Perform. If Mortgagee shall default in the payment of the aforesaid taxes, assessments, or other similar

charges or in performing and maintaining the aforesaid insurance or in the performance of any other obligation of Mortgagee hereunder

(other than any obligation of Mortgagee under paragraph 11 hereof), including its obligation to keep the premises in good condition and

repair, then Bank shall have the right, but shall have no obligation, to pay (a) taxes, assessments, or other similar charges, or procure

and maintain such insurance, or cause such other obligations to be performed, and all sums expended by Bank in connection therewith

shall become part of the indebtedness, payable by Mortgagee to Bank upon demand, together with interest at the Default Rate. Bank

and any persons authorized by Bank shall have the right to enter upon the premises at all reasonable times for the purpose of inspecting

the premises or effecting maintenance or repairs or taking any other action pursuant to the preceding sentence. The failure of Mortgagee

to pay any of such taxes, assessments or similar charges when due or to procure or maintain any such insurance shall constitute waste

and shall entitle Bank to the appointment by a court of competent jurisdiction of the Bank as mortgagee in possession or a receiver of

the premises for the purpose of preventing the waste, which Mortgagee in possession of, or receiver, subject to the order of the court, may

collect the rents and income from the premises and exercise such control over the premises as the court shall order.

9. Condemnation. If all or any part of the premises are taken, whether temporarily or permanently, under power of eminent domain or

by condemnation, the entire proceeds of the award or other payment in relief thereof shall be paid directly to Bank.

10. Vendor. In the event of the sale or transfer, by operation of law or otherwise, of all or any part of the premises, Bank may deal with

the vendor or transferee with respect to this Mortgage and the indebtedness as fully and to the same extent as it might with Mortgagee,

without in any way releasing, discharging, or affecting the liability of Mortgagee hereunder and upon the indebtedness, and without waiving

subsequent sale or transfer.

11. Environmental Warranties and Agreements. Mortgagee warrants and represents to, and agrees with, Bank as follows:

(a) The premises, and all operations and activities thereon, are and shall continue to be in compliance with all environmental laws,

and the premises are not and shall not become (i) contaminated by, or the site of the disposal or release of, any hazardous substance,

(ii) the source of any contamination, by any hazardous substance, or any adjacent property or of any ground water or surface water, or

(iii) the source of any air emissions in excess of any legal limit now or hereafter in effect; and, except as expressly disclosed by Mortgagee

to Bank in writing, no asbestos or polychlorinated biphenyls are present or contained in or on the premises.

(b) Mortgagee shall take all actions necessary to investigate, clean up, and eliminate the source of, any past, present or future contamination

of the premises by any hazardous substance and to prevent any additional contamination of the premises. The taking of action by

Mortgagee under this subparagraph (b) shall not limit any other right or remedy available to Bank by reason of any such contamination

(including Bank's right to accelerate payment of the indebtedness).

(c) For purposes of this Mortgage, (i) "environmental law" means any past, present or future federal, state, local or foreign law, ordinance,

rule, regulation or order that regulates or is intended to protect public health or the environment or that establishes liability for the

investigation, removal or clean-up of, or damage caused by, any environmental contamination, including, without limitation, any law,

ordinance, rule, regulation or order that regulates or prescribes requirements for air quality, water quality, or the disposition, transportation

or management of waste materials or toxic substances; (ii) "hazardous substance" means any product or waste that is now or hereafter

regulated by or subject to any environmental law and any other hazardous substance, pollutant, contaminant or waste, including, without

limitation, asbestos and polychlorinated biphenyls; and (iii) property shall be considered to be "contaminated" by a hazardous substance

if a hazardous substance is present on or in the property in any amount or level.

12. Events of Default and Acceleration. Upon the occurrence of any of the following events of default, all or any part of the indebtedness

shall, at the option of Bank, become immediately due and payable without notice or demand:

(a) If default occurs in the payment of performance of any of the indebtedness, when and as it shall be due and payable, whether at

maturity or otherwise.

(b) If default occurs in the performance of any obligation to Bank under this Mortgage, under any instrument or under any other

mortgage, security agreement, loan agreement, assignment, guaranty, or other agreement that now or hereafter secures or relates to

any indebtedness or obligation now or hereafter owing to Bank or that secures or relates to any guaranty of any such

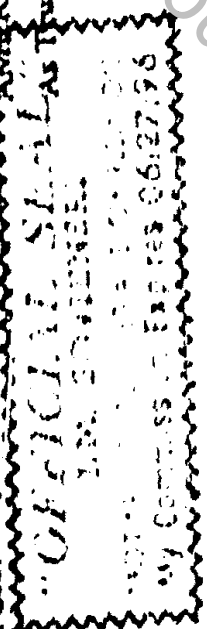
owed to any person other than Bank. (d) If Mortgagee shall default in payment of the indebtedness for borrowed money now or hereafter

(e) If Mortgagee or any of Mortgagee's partners, affiliates, subsidiaries, or other entities, or any of them, shall, dissolve, become insolvent

or make an assignment for the benefit of creditors.

This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, warranty or indemnity either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.



By [Signature]
Assistant Secretary

ATTEST

STATE OF ILLINOIS
COUNTY OF COOK
I, J. MICHAEL FROYAN,
Notary Public, in and for said County, in the State aforesaid,

do hereby certify, that GEORGE S. KASPIZYK, Vice-President of the AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, and GEORGE S. KASPIZYK, Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, appeared before me this 14 day of FEBRUARY, 1911, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

FEB 16 1911

day of _____ A.D. 19__

[Signature]
Notary Public

GIVEN under my hand and notarial seal, this _____ day of _____ A.D. 19__

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Property of Cook County Clerk's Office