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Lasalle Northwest National Bank, a National Banking Association

AND

American National Bank and Trust Company of Chicago, as trustee under Trust Agreement dated April 3, 1995 and known as trust number 120254-09

BY AND BETWEEN

DATED MAY 3, 1995

MORTGAGE

DEPT-01 RECORDING \$59.50
14666 TRAN 6009 07/05/95 12:46:00
49870 LC *-95-452914
COOK COUNTY RECORDER

DEPT-01 RECORDING
14666 TRAN 6009 07/05/95 12:46:00
49870 LC *-95-452914
COOK COUNTY RECORDER

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Reacknowledged and re-recorded to include execution of American National Bank and Trust Company of Chicago as Trustee Under Trust Number 120254-09.

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1628556

TOGETHER with all tenements, hereditaments, and appurtenances thereto belonging, all easements or rights-of-way used in connection therewith, including any after-acquired title or reversion in and to streets, avenues, and alleys adjoining the premises, all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or

P.I.N.: 13-15-318-072-000.

Said premises are more commonly known as: 4510-12 W. Irving Park Road, Chicago, IL 60641.
ADD 3010 203 & 204
7000 3210 105 PART

LOT 45 IN BLOCK 1 IN GRANDALL'S BOULEVARD ADDITION TO MONTROSE BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

NOW, THEREFORE, in order to secure the payment of the principal and interest and any other sums that may now or hereinafter become due from Mortgagor to Mortgagee under the Promissory Note ("Note") executed concurrently herewith by the Mortgagor and delivered to the Mortgagee bearing even date herewith, the principal amount of Ninety Thousand (\$90,000) Dollars as well as the performance of all the other covenants, provisions, agreements and obligations contained herein, Mortgagor hereby grants, sells, assigns, releases, transfers, conveys and mortgages to Mortgagee that certain real estate and all of Mortgagor's estate, right, title and interest described as follows:

This Mortgage made and entered into as of this 3rd day of May, 1995 by and between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated April 3, 1995 and known as Trust Number 120254-09, (hereinafter referred to as the "Mortgagor") and LaSalle National Bank, a National Banking Association, organized and existing under the laws of the United States of America (hereinafter referred to as "Mortgagee" or the "Association"), its successors and assigns, and pertains to the real estate located in the County of Cook, State of Illinois.

MORTGAGE

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3. **Insurance.** Mortgagor shall at all times keep all buildings, improvements, fixtures and articles of personal property now or hereafter situated on the premises insured against loss or damage by fire and such other hazards as may reasonably be required by mortgage, including without limitation: (a) all-risk fire and extended coverage insurance, with vandalism and malicious mischief endorsements, for the full replacement value of the premises, with agreed upon amount and inflation protection endorsement; (b) if there are tenants under lease at the premises, rent and rental value or business loss insurance for the same perils described in

2. **Payment of Taxes and Assessments.** Mortgagor shall pay when due and before penalty attaches thereto all taxes, special taxes, special assessments, water charges and sewer service charges against the property (including those therefore due) and to furnish mortgage, upon request, with duplicate receipts therefor, and all such items extended against the property shall be conclusively deemed valid for the purpose of this requirement.

1. **Payments of Principal and Interest.** Mortgagor shall timely pay the interest and principal provided in the Note, or according to any agreement extending the time of payment thereof.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

TO HAVE AND TO HOLD all of the property, with all the rights and privileges thereunto belonging, unto the mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the mortgagor does hereby release and waive.

thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, attached floor coverings, screen doors, venetian blinds, in-a-door beds, awnings, stoves, water heaters and washing and drying machines (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of the premises, whether now due or hereafter to become due, all of which are hereby pledged, assigned, transferred and set over unto the mortgagee. The property legally described herein together with the above is herein described as the "property" or "premises".

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clause (a) above payable at the rate per month and for the period specified from time to time by Mortgage; (c) broad form boiler and sprinkler damage insurance in an amount reasonably satisfactory to Mortgage, if and so long as the premises shall contain a boiler and/or sprinkler system, respectively; (d) if the premises are located in a flood hazard area, flood insurance in the maximum amount obtainable up to the amount of the indebtedness hereby secured; and (e) such other insurance as Mortgage may from time to time require. Mortgage also shall at all times maintain comprehensive public liability, property damage and workers' compensation insurance covering the premises and any employees thereof, with such limits for personal injury, death and property damage as Mortgage may require. Mortgage shall be the named insured under such policies and Mortgage shall be identified as an additional insured party. All policies of insurance to be furnished hereunder shall be in forms, with companies, in amounts and with deductibles reasonably satisfactory to Mortgage, with mortgage clauses attached to all policies in favor of and in form satisfactory to Mortgage, including a provision requiring that the coverage evidenced thereby shall not be terminated or modified without thirty (30) days prior written notice to Mortgage and shall contain endorsements that no act or negligence of the insured or any occupant and no occupancy or use of the premises for purposes more hazardous than permitted by the terms of the policies will affect the validity or enforceability of such policies as against Mortgage. Mortgage shall deliver all policies, including additional and renewal policies, to Mortgage, and in the case of insurance about to expire, shall deliver renewal policies not less than thirty (30) days prior to their respective dates of expiration. In case of loss under such policies the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagee all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in the discretion, but monthly payments shall continue until paid in full. If insurance proceeds are delivered to Mortgagee by Mortgagee or hereinafter provided, Mortgagee shall repair, restore or rebuild the damaged or destroyed portion of the premises so that

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1. Maintenance, Repair and Renovation of Improvements. Mortgagor shall: (a) immediately after destruction or damage, commence and complete the rebuilding or restoration of buildings and improvements now or hereafter on the premises, unless the mortgagee elects to apply the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (b) keep the premises in good condition and repair without waste and free from any mechanic's lien or other lien or claim of lien not expressly subordinate to the lien hereof; (c) not make, suffer or permit any unlawful use of or any nuisance to exist on the property nor to diminish or impair its value by any act or omission to act; (d) comply with all requirements of law with respect to the premises and the use thereof; (e) not make, suffer or permit, without the written permission of the mortgagee before first had or obtained: (i) any use of the property for any purpose other than that for which it is now used; (ii) any structural alterations of the improvements, apparatus, fixtures or equipment or conditional sale, lease or agreement under which a title is reserved in vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on the property; (f) not enter into or have entered into management contract affecting or in any way relating to the premises for which lien rights may exist under the terms of the Mechanics' Lien Act or similar act in effect in the State of Illinois which have not or

the condition and value of the premises are substantially the same as the condition and value of the premises prior to being damaged or destroyed. In the event mortgagee permits the application of such insurance proceeds to the cost of restoration and repair of the premises, any surplus which may remain out of said insurance proceeds after payment of such costs shall be applied on account of the unpaid principal balance of the Note, irrespective of whether such principal balance is then due and payable. In the event of foreclosure of this mortgage, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale. At the request of Mortgagor, from time to time, Mortgagor shall furnish Mortgagee, without cost to Mortgagee, evidence of the replacement value of the premises. All insurance policies and renewals (or certificates evidencing same) marked "PAID" shall be delivered to the Mortgagee at least thirty (30) days before the expiration of the old policies.

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9

will not be expressly subordinated to the lien hereof; and (b) duly perform and observe all of the covenants, terms, provisions and agreements herein, in the Note and in the other loan documents on the part of Mortgagor to be performed and observed.

5. **Tax and Other Deposits.** In order to provide for the payment of taxes, assessments and other similar current charges upon the Property securing this indebtedness, the undersigned promises to pay to the Association, monthly, in addition to the above payments, a sum estimated by the Association to be equivalent to one-twelfth (1/12) of the amount payable annually for such taxes and other items, and to make as well whatever additional lump sum payment as is estimated by the Association to be necessary to create on January first of each year a fund in the Association to pay when due all taxes on the premises for the prior year. All payments provided for in this paragraph may, at the option of the Association: (a) be held by it in trust for the payment of the items in this paragraph, without obligation to pay to the Mortgagor any interest thereon or earnings therefrom (in such case the Association may commingle such payments with its own funds); or (b) in the event the Association advances upon this obligation its own funds to pay said items as the same accrue and become payable, be credited to the unpaid balance of said indebtedness as received. If the amount established by the Association to be sufficient to pay said items is not sufficient for such purpose, the undersigned promises to pay the difference upon demand. If the funds so deposited exceed the amount required to pay such taxes and assessments for any year, the excess shall be applied toward subsequent deposits. If such sums are held in trust or carried in a savings deposit, the same are hereby pledged to further secure this indebtedness. The Association is authorized and is given the option to pay said items as charged or billed without further inquiry.

6. **Failure of Mortgagor to Make Payment.** In the event of failure of the Mortgagor to make any payment of whatever nature, periodic or otherwise required by the terms hereof or by the provisions of the Note recited hereby, the Association may, at its option, discharge such obligation of the Mortgagor by itself advancing such payments; and, in that event, all such advances shall be added to the unpaid balance under the Note on the first day of the month during which such advance is made, and the advance and interest thereon shall be recited hereby.

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8. **Mortgagor's Failure to Perform.** In case of failure to perform any of the covenants herein, Mortgagor may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient by Mortgagor, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure affecting the premises or consent to any tax or assessment or any default of Mortgagor in any lease of the Premises. Mortgagor may also do any act it may deem necessary to protect the lien hereof. Mortgagor will repay upon demand any monies paid or disbursed by Mortgagor for any of the above purposes and such monies, together with interest thereon at the rate then applicable under the terms of the Note hereby secured shall become so much additional indebtedness secured by this Mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this Mortgage and be paid out of the rents and proceeds of sale of the Premises if not otherwise paid. It shall not be obligatory upon the Mortgagor to inquire into the validity of any lien, encumbrance or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagor to advance any monies for any purpose nor to do any act hereunder. The Mortgagor shall not incur any personal liability because of anything it may do or omit to do hereunder.

7. **Additional Advances.** This Mortgage contract provides for additional advances which may be made at the option of the Mortgagor and secured by this Mortgage, not more than an additional Ninety Thousand (\$90,000) Dollars, and it is agreed that, in the event of such advances, the amount thereof may be added to the Mortgage debt and shall increase the unpaid balance of the Note hereby secured by the amount of such advance and shall be a part of the Note indebtedness under all of the terms of the Note and this Mortgage contract, as fully as if a new such Note and contract were executed and delivered. An additional advance agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract; but in all other respects, this Mortgage contract shall remain in full force and effect as to such indebtedness, including all advances.

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12. **Default.** Time is of the essence hereof and if default be made in performance of any covenant herein contained or under the Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Property, or if proceedings in bankruptcy be instituted by or against the Mortgagor, or any guarantor of the Note, or if the Mortgagor, or any guarantor of the Note, make an assignment for the benefit of their creditors or if their Property be placed under control of, or in custody of, any court or if the Mortgagor, or any guarantor of the Note, abandons any of the Property or if there exist any insolvency or inability in any material respect in any repayment plan or warranty contained in this Mortgage or any of the other loan documents or of any instrument or certificate or other facts delivered to Mortgagor by Mortgagor, in any quantity of the Note, then and in any of said events, the Mortgagor in hereby

contingency shall not be taken as a waiver of such option.

11. **Acceleration.** At the option of the holder of the Note and obligations hereby secured, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or Mortgage to the contrary, become immediately due and payable (a) if the Mortgagor sells or conveys, contracts to sell or convey, or further encumbers the Premises or any portion thereof; or (b) if ownership of the Premises becomes vested in a person other than the undersigned. Acceptance of any payment required by the Note or on account of said indebtedness after the occurrence of any such contingency shall not be taken as a waiver of such option.

10. **Lease Assignment.** Mortgagor acknowledges that, concurrently herewith, Mortgagor is delivering to Mortgagee, as additional security for the repayment of the loan, an Assignment of Rents and Leases (the "Assignment") pursuant to which, Mortgagor has assigned to Mortgagee interests in the leases of the Premises and the rents and income from the Premises. All of the provisions of the Assignment are hereby incorporated herein as if fully set forth at length in the text of this Mortgage. Mortgagor agrees to abide by all of the provisions of the Assignment.

9. **Additional Indebtedness Secured.** It is the intent hereof to secure payment of the Note and obligations hereunder whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the Mortgage indebtedness under the terms of this Mortgage contract.

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13. **Mortgagee's Interest in and Use of Deposits.** Upon the occurrence of any event designated in Section 12 hereof, Mortgagee may, at its option, apply any monies at the time on deposit pursuant to Section 5 hereof toward any of the indebtedness secured hereby in such order and manner as Mortgagee may elect. When such indebtedness has been fully paid, any remaining deposits shall be returned to Mortgagee. Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall not be subject to the direction or control of Mortgagee. Mortgagee shall not be liable for any failure to apply to the payment of taxes, arrangements and insurance premiums any amount so deposited unless Mortgagee, prior to the occurrence of any event described in Section 12 hereof, shall have requested Mortgagee in writing to make application of such funds to the payment of such amounts.

authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee, and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure, a sale may be made of the premises en masse without offering the several parts separately. Notwithstanding anything to the contrary contained herein, in the event of any act allowing acceleration of the indebtedness evidenced hereby or any breach hereof or default hereunder, the Mortgagee shall mail notice to the Mortgagee and to the guarantor of the Note secured hereby specifying: (a) the breach; (b) the action required to cure such breach; (c) a date, not less than fifteen (15) days from the date the notice is mailed to the undersigned, by which such breach must be cured; and (d) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage. If the breach is not cured on or before the date specified in the notice, Mortgagee may proceed to foreclose this Mortgage by judicial proceedings and according to the Illinois Statutes in such case provided. No failure, even though repeated, by Mortgagee to exercise any option contained in this Mortgage or the Note secured hereby, and no waiver, even though repeated, of performance of any of the covenants contained in either such instrument shall in any way affect the right of the Mortgagee thereafter to exercise such option or to require or enforce performance of such covenant.

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15. **Mortgagee's Fees and Expenses.** Mortgagee may employ counsel for advice or other legal services in the Mortgagee's discretion in connection with: (a) any dispute of whatever nature as to the debt hereby secured or the lien of this instrument or any litigation to which the Mortgagee may be made a party or account of this lien or which may affect the title to the property securing the indebtedness hereby secured, or which may affect said debt or lien; (b) preparations for the commencement of or for conduct of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not such suit is actually commenced. Mortgagee may, in connection with any of the matters in this paragraph mentioned, pay and incur at its discretion all expenses, including but not by way of limitation, court costs, publication expenses, expenses of title examination, guaranty policies,

14. **Mortgagee's Right of Possession in Case of Default.** At any time after default in the performance of any covenant herein contained has occurred, Mortgagee shall, upon demand of Mortgagee, surrender to Mortgagee possession of the Premises. Mortgagee, in its discretion, may, with or without process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts relating thereto, and may exclude Mortgagee and its respective employees, agents or servants therefrom, and Mortgagee may then hold, operate, manage and control the Premises, either personally or by its agents. Mortgagee shall have full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the avals, rents, issues, and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent. Without limiting the generality of the foregoing, Mortgagee shall have full power to: (a) terminate, extend or modify any existing lease or sublease or enter into new leases; (b) make any repairs, decorating renewals, replacements, alterations, additions, betterments and improvements to the Premises as Mortgagee deems are necessary; (c) insure and reinsure the Premises and all risks incidental to Mortgagee's possession, operation and management thereof; and (d) receive all of such avals, rents, issues and profits.

accompanied by the bills for such taxes, assessments and insurance premiums. Mortgagee shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party.

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16. **Foreclosure.** Upon the commencement of any foreclosure proceeding hereunder, the court in which suit is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under it, and without regard to the solvency of the person or persons, if any are liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit and the statutory period of redemption and such rents, issues and profits, when collected, may be applied, before as well as after the foreclosure sale and before as well as after any redemption by any

17. **Assignment of Rents, etc.** All easements, rents, issues and profits of the premises are specifically pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of the Property, or any part thereof, whether said lease or agreement be written or verbal, and it is the intention hereby to pledge said rents, issues and profits on a party with said real estate and not secondarily, and such pledge shall not be deemed merged in any foreclosure decree.

16. **Condemnation.** In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or its assignee, irrespective of whether such principal balance is then due and payable and, at any time from and after the taking, Mortgagee may declare the whole of the balance of the indebtedness hereby secured to be due and payable.

including reasonable attorney's fees shall become so much additional indebtedness secured hereby and shall be immediately due and payable by the Mortgagor with interest thereon at the rate then applicable under the terms of the Note hereby secured.

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23. **Waiver of Defenses.** No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.

22. **Disbursement of Insurance or Eminent Domain Proceeds.** Prior to the payment or application of any insurance proceeds or a condemnation or eminent domain award to the repair or restoration of the improvements upon the premises to the extent permitted in Section 7 and 16, Mortgages shall obtain from Mortgagee the approval of all site and building plans and specifications pertaining to such repair, restoration or rebuilding.

21. **Mortgagee's Right of Inspection.** Mortgagee and its representatives shall have the right to inspect the premises and the books and records with respect thereto at all reasonable times, and access thereto shall be permitted for that purpose.

20. **Release.** The mortgage shall be released by Mortgagee by proper instrument upon payment to it of all indebtedness secured hereby and payment to Mortgagee of a release fee in the amount of fifty (\$50) Dollars which fee shall be so much additional indebtedness secured hereby.

19. **Application of Income Received by Mortgagee.** Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the avails, rents, issues and profits of the premises to the full extent allowable under Illinois Mortgage Foreclosure Law (Chapter 110, Sections 15-1101 et seq., Illinois Revised Statutes).

person, towards the payment of the sale and before, as well as after any redemption by any person, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not; and if a receiver shall be appointed, he shall remain in possession until the expiration of the full period allowed by statute for redemption, irrespective of whether there be redemption or not, and no lease of the premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.

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12

26. **Indemnity.** Mortgagor hereby covenants and agrees that no liability shall be asserted or enforced against Mortgagee in the exercise of the rights and powers granted to Mortgagee in this Mortgage, and Mortgagor hereby expressly waives and releases any such liability. Mortgagor shall indemnify and save Mortgagee harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including attorneys' fees and court costs) (collectively, the "Claims") of whatever kind or nature which may be imposed on, incurred by or asserted against Mortgagee at any time by any third party which relate to or arise from: (a) any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Mortgagee may or does become a party, either as plaintiff or as a defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage; (b) the offer for sale or sale of all or any portion of the Premises; and (c) the ownership, leasing, use, operation or maintenance of the Premises, if such Claims relate to or arise from actions taken prior to the surrender of possession of the Premises to Mortgagee in accordance with the terms of this Mortgage. All costs provided for herein and paid for by Mortgagee shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest.

25. **Further Instruments.** Upon request of Mortgagee, Mortgagor shall execute, acknowledge and deliver all such additional instruments and further assurances of title and shall do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage and of the other Loan Documents.

24. **Waiver of Rights.** Mortgagor hereby covenants and agrees that Mortgagee shall not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. To the extent permitted by law, Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety.

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29. Waiver of Rights of Redemption. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

28. Environmental. Mortgagor represents, warrants and covenants to the Mortgagee that, except as may be disclosed on an environmental audit report prepared for the benefit of the Mortgagee as a requirement of the Loan evidence by the Note, the Premises are free of any asbestos and the Premises have not been used and will not be used for the purpose of storing, disposal or treatment of hazardous substances or hazardous waste, and there has not been and will not be any surface or subsurface contamination due to the storing, disposal or treatment of any hazardous substances, hazardous waste or regulated substances as those terms are defined in the Comprehensive Environmental Response, Liability and Compensation Act, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., and the Environmental Protection Act, ILL. Rev. Stat. 1985 (supp. 1986 and 1987) ch. 111-1/2 par. 1101 et seq., and neither Mortgagor nor any and all previous owners of the real estate have received any notification of any asserted present or past failure to comply with any such environmental protection laws or any rules or regulations adopted pursuant thereto. Mortgagor shall immediately notify Mortgagee of any notice or threatened action from any governmental agency or from any tenant under a lease of any portion of the Premises of a failure to comply with any such environmental protection laws and with any rules or regulations adopted pursuant thereto.

27. Fixture Filing. Mortgagor and Mortgagee agree that this Mortgage shall constitute a financing statement and fixture filing under the Code with respect to all "fixtures" (as defined in the Code) attached to or otherwise forming a part of the Premises and that a security interest in and to such fixtures is hereby granted to Mortgagee. For purposes of the foregoing, Mortgagee is the secured party and Mortgagor is the debtor and the collateral covered by this financing statement shall be all items of property contained within the definition of the "Premises" which is or becomes a fixture on the Real Estate or any other real estate contained within the definition of the Premises.

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(g) Effect of Exemption of Time. If the payment of the indebtedness secured hereby or any part thereof is extended or varied or if any part of any security for the payment of the indebtedness is released, all persons now or at any time hereafter liable therefor, or interested in the premises or

(f) Exercise of Powers. The powers herein mentioned may be exercised as often as occasion thereof arises.

(e) Context. Wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter, and the singular number, as used herein, shall include the plural.

(d) Cumulative Rights. Each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith.

(c) Estoppel. Mortgagee will, on the request of Mortgagee, furnish a written statement of the amount owing on the obligation which this Mortgage secures and therein state whether or not Mortgagee claims any defenses or offsets thereto.

(b) Successors. All of the grants, covenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of, the successors and assigns of Mortgagee and the successors and assigns of Mortgagee.

(a) Severability. In the event any one or more of the provisions contained in this Mortgage, the Note or in any of the loan documents shall, for any reason whatsoever, be held to be inapplicable, invalid, illegal or unenforceable in any respect, such inapplicability, invalidity, illegality or unenforceability shall, at the option of Mortgagee, not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such inapplicable, invalid, illegal or unenforceable provision had never been contained herein or therein.

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or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Section shall be deemed received (1) if personally delivered, then on the date of delivery, (2) if sent by overnight,

Lincolnwood, IL 60465

7042 N. Keeler

Robert B. Conner

Ted Paul Milos

To Mortgagor:

Chicago, Illinois 60641

4747 West Irving Park Road

Lasalle Northwest National Bank

To Mortgagee:

follows:

(1) Notice. Any notices, communications and waivers under this Mortgage shall be in writing and shall be (1) delivered in person; (2) mailed, postage prepaid, either by registered or certified mail, return receipt requested; or (3) by overnight express carrier, addressed in each case as follows:

(h) Non-Waiver/Subrogation. Mortgagee's failure to act shall never be considered as a waiver of any right accruing to Mortgagee on account of any Event of Default. Should any amount paid out or advanced by Mortgagee hereunder, or pursuant to any agreement executed by Mortgagee in connection herewith, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or encumbrance upon the premises or any part thereof, then Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payments.

having an interest in Mortgagee, shall be held to assent to such extension, variation or release, and their liability and full force, any right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation or release.

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Property of Courtney

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(1) Trustee Exculpation. This Mortgage is executed by American National Bank and Trust Company of Chicago, as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or contained in the Note shall be construed as creating any liability on the said American National Bank and Trust Company of Chicago personally to pay the Note or any interest that may accrue thereon, or any indebtedness occurring hereunder, or to perform any covenant either claiming any right or security hereunder, and that so far as American National Bank and Trust Company of Chicago and its successors personally are concerned, the legal holder or holders of the 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 the Note provided or by action to enforce the personal liability of the guarantor, if any.

(k) Waiver of Right to Jury Trial. Mortgagee and Mortgagor acknowledge and agree that any controversy which may arise hereunder will be tried in a court of competent jurisdiction by a judge sitting without a jury.

(j) Governing Law. This Mortgage is to be construed in accordance with and governed by the laws of the State of Illinois.

express carrier, then on the next federal banking day immediately following the day sent, or (3) it sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

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Notary Public

[Signature]

Given under my hand and official seal this 30th day of June, 1995.

Reacknowledged and re-recorded to include exception of American National Bank and Trust Company of Chicago as Trustee under Trust Number 120254-09.

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Assistant Secretary

[Signature]

Attest:

By: *[Signature]*
Vice President

American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated April 3, 1995 and known as Trust Number 120254-09

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, as Trustee 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.

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This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

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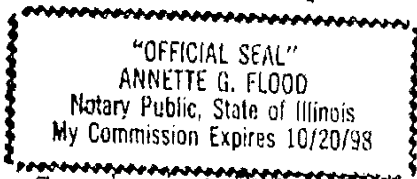
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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, ANNETTE G. FLOOD, a Notary Public in and for said County, DO HEREBY CERTIFY THAT GREGORY S. KASPRZYK Vice President of American National Bank and Trust Company of Chicago, and B. JOHANSEN, Assistant Secretary of said Company, who are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person, 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 aforesaid, for the uses and purposes therein set forth; and 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 aforesaid, for the uses and purposes therein set forth.

Given under my hand and seal this ^{11th} ~~3rd~~ day of May, 1995.



Annette G. Flood

Notary Public

My Commission Expires: _____

This Instrument was Prepared by:

Edwin Josephson, Esq.
Chuhak & Tecson, P.C.
225 West Washington Street
Suite 1300
Chicago, Illinois 60606
(312) 368-4666 or (312) 444-9300

Please Mail All Recorded Documents To:

Lesley J. Wazelle
LaSalle Northwest National Bank
4747 West Irving Park Road
Chicago, Illinois 60641



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