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MORTGAGE

THIS MORTGAGE (the "Mortgage") is made September 6, 1995, by and between First National Bank of Evergreen Park not personally, but as Trustee under Trust Agreement dated August 28, 1995 and known as Trust No. 14488 (the "Mortgagor"), and Associated Bank of Chicago, an Illinois State Bank, doing business in Chicago, Illinois (the "Mortgagee"), WITNESSETH:

THAT, WHEREAS Mortgagor is justly indebted to Mortgagee under a certain Secured Promissory Note (Term) of Mortgagor of even date herewith (the "Note"), made payable to the order of and delivered to Mortgagee, in and by which Note Mortgagor promises to pay the principal sum of SIX HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$640,000.00) and interest at the rate and in installments as provided in the Note, with a final payment of the balance due on the 30th day of September, 1996. All of said principal and interest are made payable at such place as the holder or holders of the Note (the "Holders") may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Mortgagee, 200 E. Randolph Drive, Chicago, IL.

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NOW, THEREFORE, Mortgagor in consideration of said debt and to secure the payment of both principal and interest thereof, in accordance with the terms and provisions of the Note and in accordance with the terms, provisions and limitations of this Mortgage, and to secure the performance of the covenants and agreements herein and in the Note contained, to be performed by Mortgagor, does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagee, its successors and assigns, the real estate described in Schedule A attached hereto and made a part hereof and all of its estate, right, title and interest therein, situate, lying and being in the Village of Palos Heights, County of Cook and State of Illinois (commonly known as 13248 S. 76th Place, Palos Heights, IL) which, with the property hereinafter described, is referred to as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appuruenances thereto pertaining or belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a racity with said real estate and not secondarily), and including but not limited to all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, sir cooling, air conditioning, water, light, power, sanitation, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing, all other fixtures, it being understood that the enumeration of any specific articles of property shall in no way result in or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel the real estate and to be appropriated to the use of the real estate, and shall for the purposes of this Mortgage be deemed to be real estate and conveyed and mortgaged hereby. As to any of the property aforesaid which (notwithstanding the aforesaid declaration and agreement) does not so form a part and parcel of the real estate, this Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to Mortgagee as Secured Party (as said term is defined in the Uniform Commercial Code), securing said indebtedness and obligations. Mortgagor covenants that it

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is lawfully seized of the premises, that the same are unencumbered, and that it has good right, full power and lawful authority to convey and Mortgage the same, and that it will warrant and forever defend said premises and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

Maintenance, Repair and Restoration of Improvements, Payment and Contest of Prior Liens, Etc.

- Mortgager shall (i) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (ii) keep the premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof (collectively called "Liens"), subject, however, to the rights of Mortgagor set forth in Section 1(b) hereof: (iii) pay when due any indebtedness which may be secured by a lien or charge on the premises on a parity with or superior to the lien hereof and comply with all requirements of all loan documents evidencing or securing such indebtedness, and upon request, exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (iv) complete within a reasonable time any building or buildings or any improvements now or at any time in the process of erection upon the premises; (v) comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the premises and the use thereof; (vi) make no material alterations in the premises except as required by law or municipal ordinance; (vii) suffer or permit[] no change in the general nature of the occupancy of the premises, without Mortgagee's written consent; (viii) initiate or acquiesce in no zoning variation or reclassification, without Mortgagee's written consent; and (ix) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note.
- (b) Anything in Section 1(a)(ii) of this Mortgage to the contrary notwithstanding, Mortgagor may, in good faith and with

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reasonable diligence, contest the validity or amount of any Lien not expressly subordinated to the lien hereof, and defer payment and discharge thereof during the pending of such contest, (i) that such contest shall have the effect of preprovided: venting the sale or forfeiture of the premises or any part thereof, or any interest therein, to satisfy such Lien; (ii) that, within ten (10) days after Mortgagor has been notified of the assertion of such Lien, Mortgagor shall have notified Mortgagee in writing of Mortgagor's intention to contest such Lien; and (iii) that Mortgagor shall have deposited with Mortgagee at such place as Mortgagee may from time to time in writing appoint, and in the absence of such appointment, then at the place of payment designated in the Note, a sum of money which shall be sufficient in the judgment of Mortgagee to pay in full such Lien and all interest which might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional interest whenever, in the judgment of Mortgagee, such increase Is advisable. Such deposits are to be held without any allowance of interest. In case Mortgagor shall fail to prosecute such contest with reasonable diligence or shall fail to pay the amount of the Lien pluz any interest finally determined to be due upon the conclusion of such contest, to the extent such amount exceeds the amount which Mortgagee will pay as provided below, or shall fail to maintain sufficient funds on deposit as hereinabove provided, Mortgagee may, at its option, apply the money so deposited in payment of or on account of such Lien, or that part thereof then unpaid, together with all interest thereon. If the amount of money so deposited shall be insufficient for the payment in full of such Lien, together with all interest thereon, Mortgagor shall forthwith, upon demand, deposit with Mortgagee a sum which, when added to the funds chen on deposit, shall be sufficient to make such payment in full. gagee shall, provided Mortgagor is not then in default bereunder, upon the final disposition of such contest, apply the money so deposited in full payment of such Lien or that part thereof then unpaid, together with all interest thereon when so requested in writing by Mortgagor and when furnished by Mortgagor with sufficient funds to make such payment in full and with evidence satisfactory to Mortgagee of the amount of payment to be made.

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Payment of Taxes

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

Insurance Premiums

Mortgagor shall keep all buildings and improvements now or hereafter situated on the premises insured against loss or damage by fire, tornado, windstorm and extended coverage perils and such other hazards as may reasonably be required by Mortgagee. Mortgagor shall also provide liability insurance with such limits for personal injury and death and property damage as Mortgagee may reasonably require. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagee, with mortgagee clauses attached to all policies in favor of and in form reasonably satisfactory to Mortgages, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without ten (10) days prior written notice to Mortgagee. Mortgagor shall deliver all policies, including additional and renewal policies, together with evidence of payment of premiums thereon, to Mortgagee, 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.

Mortgagee's Interest in and Use of Deposits

4. In the event of a default in any of the provisions contained in this Mortgage or in the Note, Mortgagee may at its option, without being required to do so, apply any monies at the time on deposit pursuant to any provision of this Mortgage, as any one or more of the same may be applicable, on any of Mortgager's obligations herein or in the Note contained, in such order and manner as Mortgagee may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the premises. Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall be held to be irrevoca-

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bly applied by the depository for the purposes for which made hereunder and shall not be subject to the direction or control of Mortgagor; provided, however, that neither Mortgagee nor said depository shall be liable for any failure to apply to the payment of taxes and assessments or insurance premiums any amount so deposited unless Mortgagor, while not in default hereunder, shall have requested said depository in writing to make application of such funds to the payment of the particular taxes or assessments or the payment of the particular insurance premiums as the case may be for payment of which they were deposited, accompanied by the bills for such taxes and assessments or insurance premiums.

Adjustment of Losses with Insurer and Application of Proceeds of Insurance

In case of loss or damage by fire or other casualty, Mortgagee is authorized to (a) settle and adjust any claim under insurance policies which insure against such risks, or (b) allow Mortgagor to agree with the insurance company or companies on the amount to be paid in regard to such loss. If the proceeds from the insurance company do not exceed one hundred thousand dollars (\$100,000) and Mortgagor is not then in default hereunder, the Mortgagor shall collect and issue a receipt for such proceeds and apply such proceeds to repair or restore the Premises. other cases, Mortgagee is authorized to collect and issue a receipt for any such insurance money and at the option of Mortgagee, such insurance proceeds may be applied in reduction of the indebtedness secured hereby, whether due or not, or may be used for the cost of the rebuilding or restoration of buildings or improvements on the Premises. If the cost of rebuilding, repairing or restoring the building and improvements can reasonably exceed the sum of one hundred thousand and 09/100 dollars (\$100,000.00), then (i) Mortgagor shall obtain Mortgagee's approval of plans and specifications for such work before such work shall be commenced and (ii), such proceeds shall be disbursed in the manner and under the conditions that Mortgagee may require and upon Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with architect's certificate, waivers of lien, contractor's and subcontractors' sworn statements and other evidence of cost and payments so that Mortgagee can verify that the amounts disbursed from time to time are represented by completed and in place work and that the work is free and clear of mechanic's lien If the estimated cost of completion exceeds the amount of the insurance proceeds available, Mortgagor immediately shall

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on written demand of Mortgagee, deposit with Mortgagee in cash the amount of such estimated excess cost. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed from time to time, and at all times the undisbursed balance of the proceeds remaining in the hands of the disbursing party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. Any surplus which may remain out of the insurance proceeds after payment of the cost of building or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto, without interest.

In case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policy or policies, if not applied as aforesaid in rebuilding or restoring the buildings or improvements, shall be applied in payment or reduction of the indebtedness secured hereby or in payment or reduction of the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if it shall then be entitled to the same or as the court may In case of the foreclosing of this Mortgage, the court in its decree may provide that the mortgagee's clause attached to each of said insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said policies making the loss the reunder payable to said decree creditor; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statute in such case made and provided, then, and in every such case, each successive redemptor may cause the preceding loss clause attached to each insurance policy to be cancelled and a new loss clause to be attached thereto, making the In the event of foreloss thereunder payable to such redemptor. closure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

Stamp Tax

6. If, by the laws of the United States of America, or of any state having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the issuance of the Note, or recording

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of this Mortgage, Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to hold harmless and agrees to indemnify Mortgagee, its successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Note, or recording of this Mortgage.

Prepayment Privilege

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7. Mortgagor may prepay the principal outstanding under the Note at any time, without penalty.

Effect of Extensions of Time

8. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in the premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation or release.

Effect of Changes in Laws Recarding Taxation

In the event of the enactment after this date of any law of the state in which the premises are located deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the Holders, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then, and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

Mortgagee's Performance of Defaulted Acts: Subrogation

In case of default, Mortgagee may, but need not, make any payment or perform any act herein or in any loan documents evidencing or securing the indebtedness secured hereby or any indebtedness secured by a prior encumbrance, required of Mortgagor, in any form and manner deemed expedient, 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 of forfeiture affecting the premises or contest any tax or assessment. paid for any of the purposes herein authorized and all expenses baid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee to protect the premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the post maturity rate. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

Mortgagee's Reliance on Tax Bills, Etc.

11. Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accurac; of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

Acceleration of Indebtedness in Case of Default

12. If (a) default be made for five (5) business days in the due and punctual payment of the Term Note, or any installment due in accordance with the terms thereof, either of principal or interest; or (b) Mortgagor shall file a petition in voluntary bankruptcy or under any provision of the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts; or (c) Mortgagor shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for Mortgagor or for all of its property or the major part thereof in any involuntary proceeding, or any court shall have taken jurisdiction of the

property of Mortgagor or the major part thereof in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Mortgagor, and such trustee or receiver shall not be discharged or such jurisdiction relinguished or vacated or stayed on appeal or otherwise stayed within ten (10) days; or (d) Mortgagor shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part thereof; or (e) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by Moragagor and the same shall continue for thirty (30) days after notice (except in the event (i) such default cannot be cured within thirty (30) days, and (ii) Mortgagor commences curing within said thirty (30) day period and diligently attempts to cure thereafter), then and in every such case the whole of said principal sum hereby secured shall, at once, at the option of Mortgagee, become immediately due and payable, together with accrued interest thereon, without notice to Mortgagor.

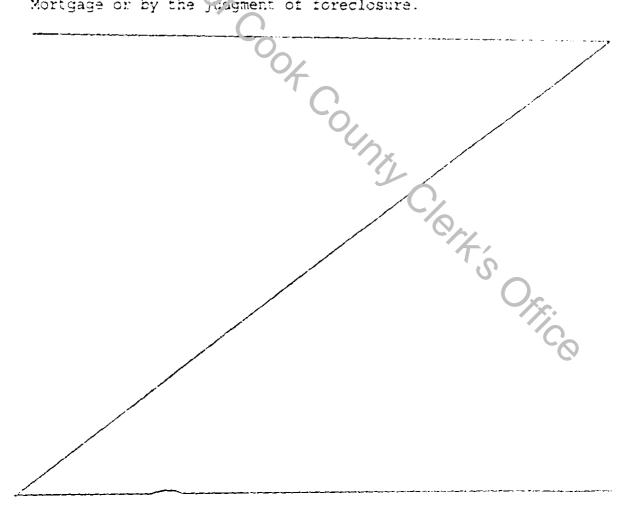
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thereof, shall become due, whether (a) by lapse of time; (b) by acceleration under any of the provisions of the Note, of this Mortgage or of any other instrument evidencial or securing the loan secured hereby; or (c) otherwise, Mortgage shall have the right to foreclose the lien hereof for such indebtedness or part thereof and to exercise any one or more of the remedies provided in the Illinois Mortgage Foreclosure Law, Ill. Rev. Stat., Ch. 110, §15-1101 et seq., as in effect from time to time (the "Act").

In any suit to foreclose the lien hereof or to enforce any other remedy of Mortgagee under this Mortgage or the Note, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree all expenditures and expense which may be paid or incurred, whether before or after the entry of any decree or judgment of foreclosure, by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring

- Charles Contract

all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title and value as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this Section mentioned, and such expenses and fees as may be incurred in the protection of the premises and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the post maturity rate and shall be secured by this Mortgage or by the judgment of foreclosure.



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Application of Proceeds of Foreclosure Sale

The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: (a) the reasonable costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding Section hereof; (b) whether incurred before or after the entry of any decree or judgment of foreclosure, the reasonable expenses of securing possession before sale, holding maintaining and preparing the real estate for sale, including without limitation payment of taxes and other governmental charges, premiums on hazard and liability insurance, receiver's and management fees, reasonable attorneys' fees and other legal expenses incurred by Mortgagee, and other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; (c) all principal and interest remaining unpaid on the Mote; (d) satisfaction of claims in order of priority adjudicated in the judgment of foreclosure or order confirming the sale; (e) remittance of any surplus to the Mortgagor, its successors or assigns, as their rights may appear, or (f) otherwise as directed by the Court.

Appointment of Receiver

Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, whenever Mortgagee is entitled to possession of the premises pursuant to Paragraph 18, at the Mortgagee's request the court in which such complaint is filed shall appoint a receiver of the premises. Mortgagee shall be entitled to designate the receiver. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and Mortgagee hereunder or any Holders may be appointed as such receiver. Such receiver shall have possession of the premises and other property subject to this Mortgage during the foreclosure, shall have the full power and authority to operate, manage, and conserve such property, and shall have all the usual powers of receivers in like cases. Without limiting the foregoing, such receiver shall have the power and authority: (a) to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full

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statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits; (b) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (c) insure the Mortgage real estate against loss by fire or other casualty; (d) employ counsel, custodian, janitors or other help; (e) all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period; and (f) as specified in Section 15-1704 of the Act. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (b) the deficiency in case on a sale and deficiency.

Assignment of Rents and Leases

Mortgagor hereby sells, assigns and transfers unto Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for, the use or occupancy of the premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements, and all the avails thereunder, to Mortgagee. Mortgagor hereby irre-

vocably appoints Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of the premises as provided in Section 18 hereof) to rent, lease or let all or any portion of the premises to any party or parties at such rental and upon such terms as said Mortgagee shall, in its discretion, determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the leases and agreements, written or verbal, or other tenancy existing, or which may hereafter exist on the premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights or recourse and indemnity as Mortgagee would have upon taking possession pursuant to the provisions of Section 18 hereof.

Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of the said premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor. Mortgagor waives any rights of setoff against any person in possession of any portion of the premises. If any lease provides for the abatement of rent during repair of the premises demised thereunder by reason of fire or other casualty, Mortgagor shall furnish to Mortgagee rental insurance, the policies to be in amount and form and written by such insurance companies as shall be satisfactory to Mortgagee. Mortgagor agrees that it will not assign any of the rents or profits of the premises, except to a purchaser or grantee of the premises.

Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the taking of actual possession of the premises by Mortgagee pursuant to Section 18 hereof. In the exercise of the powers herein granted Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor.

Mortgagor further agrees to assign and transfer to Mortgagee all future leases upon all or any part of the premises and to execute and deliver, at the request of Mortgagee, all such further assurances and assignments in the premises as Mortgagee shall from time to time require.

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Although it is the intention of the parties that the assignment contained in this Section 16 shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this Section until a default shall exist under this Mortgage or the Note. Mortgagee shall be deemed to have exercised such rights and powers upon Mortgagee's giving written notice of its intention to enforce such rights and powers to Mortgagor.

Obstryance of Lease Assignment

Mortgagor expressly covenants and agrees that if the lessee or any of the lessees under said lease or leases so assigned to Mortunge pursuant to Paragraph 16, or Mortgagor, as lessor therein, shall fail to perform and fulfill any material term, covenant, condition or provision in said lease or leases, or any of them, on its or their part to be performed or fulfilled, at the times and in the manner in said lease or leases provided, or if Mortgagor small suffer or permit to occur any breach or default under the provisions of any assignment of any lease or leases of the premises given as additional security for the payment of the indebtedness secured hereby and such default shall continue for fifteen (15) days, then, and in any such event, such breach or default shall constitute a default hereunder and at the option of Mortgages, and without notice to Mortgagor, all unpaid indebtedness secure thy this Mortgage shall, notwithstanding anything in the Note of in this Mortgage to the contrary, become due and payable as in the case of other defaults.

Mortgagee's Right of Possession in Case of Defaul:

Mortgage Mortgagee has a right to institute foreclosure prodeedings, whether before or after the whole principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises or any part thereof personally or by its agent or attorneys, as for condition broken. In such event, Mortgagee, in its discretion, upon request, may, to the extent permitted by law, enter upon and take and maintain possession of all or any part of

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said premises, together with all documents, books, records, papers and accounts of Mortgagor relating to the premises or of the then owner of the premises relating thereto, and may exclude Mortgagor, its agents or servants, wholly therefrom and may as attorney in fact or agent of Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rends, issues, and profits of the premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power: (a) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same; (b) to elect to disaffirm any lease or sublease which is them subordinate to the lier hereof; (c) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any pyrchaser; (d) to make all necessary or proper repairs, decorating, recewals, replacements, alterations, additions, betterments and improvements to the premises as to it may seem judicious; insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; (f) to receive all of such avails, rents, issues and profits; hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor; and (g) during the pendency of legal proceeding to foreclose the lien hereof, to exercise the powers specified in Section 15-1703 of the Act.

Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any

obligation, duty or liability under any leases. Mortgagor shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse Mortgagee therefor immediately upon demand.

Notwithstanding any provisions of this Section to the contrary, during the pendency of legal proceedings to foreclose the lien hereof, Mortgages's right to possession shall be subject to the provisions of Section 15-1701 of the Ast.

Application of Income Received by Mortgagee

- 19. Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it by section 16 and Section 18 hereof, shall have full power to use and apply the avails, rents, issues and profits of the premises to the payment of or on account of the following, in such order as Portgagee may determine:
- (a) to the payment of the operating expenses of said property, including cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;
- (b) to the payment of taxes and special assessments now due or which may hereafter become due on the premises;
- (c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the premises, and of placing the premises in such condition as will, in the judgment of Mortgagee, make it readily rentable; and

(d) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

Mortgagee's Right of Inspection

20. Mortgagee shall have the right to inspect the premises at all reasonable $p\bar{s}$ times and access thereto shall be permitted for that purpose.

Condemnation

21. In the event of a condemnation or taking of the Premises wier the power of eminent domain where the proceeds of any award or claim for damage does not exceed \$100,000 and Mortgagor is not then in default hereunder, Mortgagor shall collect such proceeds of award or claim for damages and shall rebuild or restore the Premises to substantially the equivalent usefulness. If the award or claim for damages exceeds \$100,000 the Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire process of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. If the damage exceeds \$100,000 or Mortgagor is in default of this Mortgage, the Mortgagee may elect to apply the proceeds of the award for the reduction of the indebtedness secured hereby, whether due or not, or for the restoration or rebuilding of the Premises. In the event said proceeds are made available for rebuilding or restoration, the proceeds of the award shall be disbursed in the manner and under the conditions that Mortgagee may require and paid out in the same manner as provided in Section 5 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. In such event, if the estimated cos: to complete rebuilding or restoration exceeds the proceeds of the condemnation awards, Mortgagor immediately shall, on written demand of Mortgagee, deposit with Mortgagee in cash the amount of such excess cost. Any surplus which may remain out of any such award after payment of such cost of building or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or paid to any party entitled thereto, without interest.

Release upon Payment and Discharge of Mortgagor's Obligations

22. If Mortgagor shall fully pay all principal and interest on the Note, and all other indebtedness secured hereby and comply

with all of the other terms and provisions hereof to be performed and complied with by Mortgagor, then this Mortgage shall be null and void. Mortgagee shall release this Mortgage and the lien thereof, as well as any security interest evidenced by Uniform Commercial Code Financing Statements, by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such releases.

Giving of Notice

23. Any notices which any party may be required, or may desire, to give hereunder shall be deemed to have been given if delivered personally, or if mailed by United States Registered or Certified Mail, postage prepaid, return receipt requested, or if delivered to a reputable overnight express courier, freight prepaid addressed: Ux

In the case of Borrower to:

First Nationa' Bank of Evergreen Park 3101 W. 95th Street Evergreen Park, II

(708) 424-0082 Telefax No.:

with a copy to:

Clort's Office Ms. Bernadette McNicholas 111 W. Washington Suite 1160 Chicago, IL 60602 Telefax No.: (312) 236-4145

In the case of Lender, to:

Associated Bank 200 E. Randolph Drive Chicago, Illinois 60601 Attention: Mr. Kevin Hughes

Telefax No.: (312) 861-0261

35000077

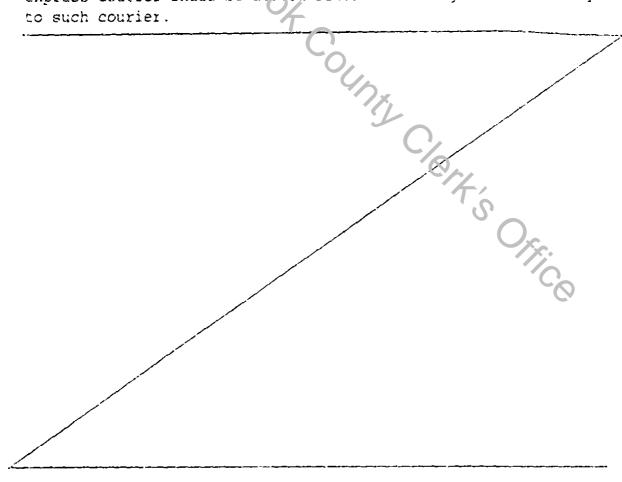
UNOFFICIAL COPY

with a copy to:

Mr. Matthew K. Phillips Bell, Boyd & Lloyd 70 W. Madison Street Suite 3300 Chicago, Illinois 60602

Telefax No.: (312) 372-2098

or to such other address(es) or addressee(s) as any party entitled to receive notice hereunder shall designate to the others in the manner provided herein for the service of notices. Rejection or refusal to accept or inability to deliver because of changed address or because to notice of changed address was given, shall be deemed receipt. Notice shall be deemed received three (3) days after the date of mailing. Notice by reputable overnight express courier shall be deemed received the day after delivery to such courier.



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Waiver of Defense -- Remedies Not Exclusive

No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note. Mortgagee shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Mortgage or other agreement or any laws now or hereafter in force, potwithstanding some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, Neither the acceptance of this Mortgage assignment or otherwise. nor its enforcement, whether by court action or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to erforce this Mortgage and any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given hereby to Mortgagee or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time, and as often as it may be deemed expedient by Mortgagee and Mortgagee may pursue inconsistent remedies. No waiver of any default of the Mortgagor hereunder shall be implied from any omission by the Mortgagee or Holders to take any action on account of such refault if such default persists or be repeated, and no express miver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. No acceptance of any payment of any one or more delinquent installments which does not include interest at the penalty or post maturity rate from the date of delinquency, together with any required late charge, shall constitute a waiver of the right of Mortgagee or Holders at any time thereafter to demand and collect payment of interest at such post maturity or penalty rate or of late charges, if any.

Waiver of Statutory Rights

25. Mortgagor shall not and will not apply for or avail itself of any appraisement, 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

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or foreclosure of this Mortgage, but hereby waives the benefit of such laws. 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. Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the Act) or residential real estate (as defined in Section 15-1219 of the Act), and to the full extent permitted by law, hereby voluntarily and knowingly waives its right to reinstatement and redemption as allowed under Section 15-1601(b) of the Act.

26. [Intertionally deleted]

Furnishing of Firancial Statements to Mortgages and Additional Covenants

27. Mortgagor covenance and agrees to furnish to Mortgagee within thirty (30) days of the end of each calendar month consolidated financial statements of Mortgagor and _______, and within ninety (90) days after the close of each fiscal year of Mortgagor, commencing with the current fiscal year, compiled consolidated financial statements of Mortgagor and ______.

Post Maturity Rate

28. "Post maturity rate" as used herein shall mean interest at two percent (2%) per annum above the Interest Rate payable under the Term Note.

Binding on Successors and Assigns

29. This Mortgage and all provisions hereof shall be binding upon Mortgagor and all persons claiming under or through Mortgagor, and shall inure to the benefit of the Holders from time to time and of the successors and assigns of the Mortgagee.

Definitions of "Mortgagor" and "Mortgagee"

30. The word "Mortgagor" when used herein shall include:
(a) the original Mortgagor named in the preambles hereof; (b)
said original Mortgagor's beneficiaries and its and their
successors end assigns; and (c) all legal title holders from time
to time of the premises. The words "Holders" and "Mortgagee"
when used herein shall include all successors and assigns of the
original Holders and Mortgagee identified in the preambles
hereof.

Captions

31. The captions and headings of various paragraphs of this Mortage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Business Loan Recital

32. Mortgagor represents and agrees that the obligation secured hereby: (a) constitutes a business loan which comes within the purview of subparagraph (1)(c) of Section 4 of "An Act in relation to the rate of interest and other charges in connection with sales on credit and the lending of money," approved May 24, 1879, as amended (Ill. Rev. Stats., 1981 ed., Ch. 4% Sec. 6404(1)(c)); and (b) is an exempted transaction under the Truthin-Lending Act, 15 U.S.C. Sec. 1601 et seq.

Execution of Separate Security Agreement, Financing Statements, Etc.

33. Mortgagor, upon request by Mortgagee from time to time, shall execute, acknowledge and deliver to Mortgagee, to so execute, acknowledge and deliver to Mortgagee, a Security Agreement. Financing Statement or other similar security instruments, in form satisfactory to Mortgagee, covering all property of any kind whatsoever owned by Mortgagor, as the case may be, which in the sole reasonable opinion of Mortgagee is

essential to the operation of the premises and which constitutes goods within the meaning of the Uniform Commercial Code or concerning which there may be any doubt whether the title to same has been conveyed by or security interest perfected by this Mortgage under the laws of the state in which the premises are located, and will further execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any financing statement, affidavit, continuation statement or certificate or other document as Mortgagee may request in order to perfect, preserve, maintain, continue and extend the security interest under and the priority of this Mortgage and such security instrument. Mortgagor further agrees to pay to Mortgagee on demand all losts and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing and re-filing of any such document.

Partial Invalidity -- Maximum Allowable Rate of Interest

Mortgagor and Mortgagee intend and believe that each provision in this Mortgage and the Note comports with all applicable local, state and fideral laws and judicial decisions. However, if any provision or provisions, or if any portion of any provision or provisions, in this Lortgage or the Note is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this Mortgage and the Note to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Mortgagor and Mortgagee that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Mortgage and the Note shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of Nortgagor and Mortgagee under the remainder of this Mortgage and the Note shall continue in full force and effect. All agreements herein and in the Note are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the proceeds hereof, acceleration of maturity of the unpaid principal balance of the Note, or otherwise, shall the amount paid or agreed to be paid to the Holders for the use, forbearance or detention of the money to be advanced hereunder exceed the highest lawful rate permissible under applicable usury laws. from any circumstances whatsoever, fulfillment of any provision

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hereof or of the Note or any other agreement referred to herein, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then, <u>ipso facto</u>, the obligation to be fulfilled shall be reduced to the limit of such validity and if from any circumstance the Holders shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due under the Note and not to the payment of interest.

Mortgary Le Covenants

- 35. Mortgager represents to Mortgagee that the following are now true and covenants that at all times during the term of the Note, the following shall be true (terms used herein and not otherwise defined shall have the meanings ascribed to them under GAAP):
- (a) The ratio of Mortgagor's debt to tangible net worth does not exceed ____;
- (b) The tangible net worth of Cortgagor and _____ on a consolidated basis is greater than ____;
 - (c) Mortgagor's net income is greater than _____;
- (d) Mortgagor's debt coverage ratio (the ratio of (i) net income plus depreciation and net capital expenditures, minus dividends, distributions and current maturities of long-term debt to (ii) current assets minus current liabilities) is greater than
 - (e) Mortgagee is Mortgagor's primary bank depository
- (f) Mortgagor's working capital is greater than _____; and
- g: Neither Mortgagor nor ______ is primarily or contingently liable (i) on an indebtedness or obligation other than those set forth in the Note and this Mortgage or (ii) on any other person's, firm's or Corporation's indebtedness or obligation.

Maintenaice of Mortgagor's Interests

- 36. So long as any indebtedness secured hereby remains unpaid:
- (a) Mortgager shall not, without Mortgagee's prior written consent, transfer, convey, alien, pledge, hypothecate or mortgage the premises; and
- (b) no beneficiary of Mortgagor shall, without Mortgagee's prior written consent, transfer, convey, alien, pledge, hypothecate or alter in any way an interest he holds in the Mortgagor (whether in the form of a beneficial interest therein or otherwise) or in any entity which holds an interest in the Mortgagor (whether in the form of a beneficial interest thereon or otherwise) at the time this Mortgage is executed.

Applicable Jaw

37. This Mortgage the Note and all other instruments evidencing and securing the loan secured hereby shall be construed, interpreted and governed by the laws of the State of Illinois.

Mortgagee's Participation

38. Mortgagee may participate is interest in the Note and this Mortgage without Mortgagor's consent.

Trustee's Exculpation

39. This Mortgage is executed by First National Bank of Evergreen Park, a national banking association, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on said corporation personally to pay any amounts due hereunder, or to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereinabove

contained in this exculpation clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement), all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right hereunder

> First National Bank of Evergreen Park, as Trustee aforesaid

Openin of Coot aft.
Contsonia This instrument was prepared by and after recording return to:

Matthew K. Phillips, Esq. Bell, Boyd & Lloyd Three First National Plaza Suite 3200 Chicago, Illinois 60602

BOX 333-CTI

STATE OF ILLINOIS) SS.
COUNTY OF Cook)
I, undersigned , a Notary Public in and for
said County, in the State aforesaid, DO HEREBY CERTIFY, that
Robert J. Mayo, Vice President and Trust Officer of First National Bank
of Evergreen Park, personally known to me to be the same person
whose name is subscribed to the foregoing instrument as such
VP& Trust Officer, appeared before me this day in person and
acknowledged that he/she signed and delivered the said instrument
as he/she own free and voluntary act and as the free and
voluntary act of said Bank, for the uses and purposes therein set
forth.
GIVEN under my hand and Notarial scal this 8th day of
September, 1995.
Notary Public
My commission expires DEECKAF M. NAVARRETE Notary Public, State of Himois Notary Public trains 10/16/95

My commission expires Dischart M. NAVARRETE

Notary Public, State of Minois

My Commission Expires 10/16/95

SCHEDULE A LEGAL DESCRIPTION

PARCEL 1:

A CONTRACTOR OF THE PROPERTY O

LOT 1 (EXCEPT THAT PART OF SAID LOT 1 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE MORTHEAST CORNER THEREOF AND RUNNING THENCE SOUTH O DEGREES, 04 MINUTES, 20 SECONDS WEST ON THE EAST LINE UT GIAD LOT 1 A DISTANCE OF 90.00 FEET; THENCE SOUTH 90 DEGREES, 00 HIRUTES, DO SECONDS WEST 3.00 FEET; THENCE BOUTH O DEGREES, 00 MINUTES, OO SECONDS HEST 6.00 FEET; THENCE SOUTH 33 DEGRESS, OB MINUTES, 29 SECONDS REST 9.01 FEET; THENCE SOUTH 77 DEGREES, 54 MINUTES, 43 SECONDS HEST 9.00 PERT) THENCE SOUTH 66 DEGREES, 36 MINUTES, 43 SECONDS WEST 15.02 FEET; THENCE SOUTH 51 PAGREES, 04 MINUTES, 40 SECONDS WEST 19.99 FEST; THENCE SOUTH 39 DEGREES, 15 MINUTES, 52 SECONDS WEST 19.72 FEET; THENCE NORTH 50 DEGREES, 43 HINUTES, 10 37 GROS WEST 77.72 FEET TO AN ANGLE POINT OR THE WEST LINE OF SAID LOT 1; THEMEE NOTICE O DEGREES, OO MINIMERS, OO BECONDS RAST ON SAID WEST LINE 90.00 FRET; TRENCE PORTH 90 DEGREES, OO MINUTES, OG SECCHOS RAST ON THE MORTH LINE OF SAID LOT TA DISTANCE OF 118.81 FRET TO THE POINT OF EEGINNING) IN BUPNSIDE'S CLUBHOUSE PETUTOIVISION, BEING A RESUBDIVISION OF PART OF CUILCY "A" AND PART OF GCLF OUTLOT IN DERNSIDE'S OAK HILLS COUNTRY CLUB VILLAGE SUBDIVISION UNIT 3, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 37 SURTH, RANGE 12 EAST OF THE 1913D PRINCIPAL MERIDIAN, TOSETHER WITH PART OF GOLF CUTLOT IN BURNSIDE'S OAK HILLS COUPTRY CLUB VILLAGE SUBDIVISION UNIT 2, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SAID SECTION 36, ALL IN COCK COUNTY, ILLUMIS.

PARCEL 2:

THAT PART OF GOLF CUTLOT IN BURNSIDE'S OAK HELDS COUNTRY CLUB VILLAGE SUBDIVISION UNIT 2, BEING A SUBDIVISION OF PART OF THE SCUTTCEST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MER'OD N. BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST MESTERLY CORNER OF LOT 1 IN BURISTUE CLUBHOUSE

REGINNING AFOREDESCRIBED AND RUNNING THENCE MORTH 30 DEGREES, GO MINUTES, DO

SECONDS WEST ON THE MORTHMESTERLY PROLONGATION OF A MESTERLY LINE OF SAID LOT 1 A

DISTANCE OF 13.81 FEST; THENCE MORTH 29 DEGREES, OS MINUTES, DO SECONDS EAST

40.53 FEST; THENCE SOUTH 84 DEGREES, 28 MINUTES, 15 SECONDS EAST, 24.68 FEST;

THENCE SOUTH 30 DEGREES, OF MINUTES, DO SECONDS EAST 20.52 FEST TO...

MORTHMESTERLY LINE OF SAID LOF 1; THENCE SOUTH 60 DEGREES, DO MINUTES, OF SECONDS

MEST ON SAID MORTHMESTERLY LINE 54.84 FEST TO THE POINT OF BEGINNING; ALL IN COCC.

COUNTY, ILLINOIS.

PIN 23-36-3-3-073 23-36-303-076

Actress: 13248 5 76th Avenue Pales Heights, IL 60463