95125063

DEPT-01 RECORDING 473.50 T4000B TRAN 0934 02/23/95 15184100 42440 C.F. #-95-125063

COOK COUNTY RECORDER

COLE TAYLOR BANK in successor Land Trusted to Harris Dank and all references within this document to Harris Bank shall be deemed to mean Cole Taylor Bank as Successor Trustoo.

JUNIOR LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS JUNIOR LDASEHOLD MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT ("Mortgage") is made as of this 8th day of February, 1995, by and among HARRIS TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated October 1, 1977, and known as Trust No. 37831 ("Mortgagor"), and COMMERCIAL NATIONAL BANK OF CHICAGO, a national banking corporation, whose address is 4800 North Western Avenue, Chicago Illinois ("Mortgagee");

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of ONE HUNDRED THOUSAND and NO/100 DOLLARS (\$100,000.00), which indebtedness is evidenced by a Mortgage Note made by Mortgagor and the beneficiaries of Mortgagor, of even date herewith (the "Note"), which Note provides for payments of the indebtedness as set forth therein; and

WHEREAS, Mortgagor is the Lessee pursuant to the terms of that certain Ground Lease (the "Lease") dated June 16, 1924, by and between Board of Education of the City of Chicago, as Lessor, and Mortgagor (the successor in interest to Edward Hagelin), as Lessee, regarding the following described real estate located in the City of Chicago, County of Cook, State of Illinois:

A LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE EXECUTED BY THE BOARD OF EDUCATION, AS LESSOR, AND EDWARD HAGELIN, AS LESSEE, DATED JUNE 16, 1924, WHICH LEASE WAS RECORDED NOVEMBER 18, 1924, AS DOCUMENT 8674422, DEMISING THE LAND FOR A TERM OF YEARS COMMENCING ON JUNE 16, 1924 AND ENDING JUNE 15, 2023;

THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE

This instrument was prepared by, and after recordation should be returned to, Joel C. Solomon, Grossman, Solomon & Fielkow, P.C., 7101 N. Cicero Avenue, Suite 113, Lincolnwood, IL 60646.

14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING PORTIONS OF SAID LOT TAKEN FOR WIDENING OF NORTH ASHLAND AVENUE), IN COOK COUNTY, ILLINOIS

Permanent Tax Index No. 14-08-300-013-8001 Permanent Tax Index No. 14-08-300-013-8002

which real estate has the address of 1521 W. Foster Avenue and 5154 N. Clark Street, Chicago, Illinois, and which, together with the property hereinafter described, is referred to herein as the "Premisos"; and *60640

NOW, THEREFORE, the Mortgagor, for and in consideration of the making of the above-mentioned loan by the Mortgagee, in order to necure the payment of the Note with interest thereon and any renewals or extensions thereof, the payment of all other sums with interest therein advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Mortgagor herein contained, does hereby mortgage, grant and convey to Mortgager all of Mortgagor's right, title and interest in, to and under the Lease, together with any and all other rights, titles, interests or estates now or hereafter acquired by the Mortgagor in and to the Premises, it being expressly understood and agreed by Mortgagor that all such rights, titles, interests or estates acquired by Mortgagor after the date hereof shall be subject to the lien of this Mortgage;

TOGETHER with all improvements, comements, easements, fixtures and appurtenances thereto 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 parity with said real estate and not accondarily), and all fixtures, apparatus, equipment or articles not or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing): all fixtures, apparatus, equipment and articles, other than such as constitute trade fixtures used in the operation of any business conducted upon the Premises as distinguished from fixtures which relate to the use, occupancy and enjoyment of the Premises, it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not All of the land, estate and property specifically mentioned. hereinabove described, real, personal and mixed, 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 of the real estate and to be appropriated to the use of the real estate, and shall be for the purposes of this Mortgage to be deemed to be real estate and conveyed and mortgaged hereby.

Mortgagor covenants that Mortgagor is in lawful possession of the Premises pursuant to the terms of the Lease and has the right to mortgage, grant and convey Mortgagor's leasehold estate in and to the premises; that, other than the interest of the Lessor, the Premises are unencumbered; and that Mortgagor will defend generally the title to the Premises against all other claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Premises.

IT IS FURTHER UNDERSTOOD THAT:

- 1. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and the principal of and interest on any future advances allowed under and secured by this Mortgage.
 - 2. In addition, the Mortgagor shall:
 - a. Promptly repair, restore or rebuild any improvement now or hereafter located on the Premises which may become damaged or destroyed.
 - b. Pay immediately when due and payable and before any penalty attaches all general taxes, special taxes, special taxes, special taxes assessments, water charges, sewer service charges and other taxes and charges against the Premises, including those heretofore due, and to furnish the Mortgages, upon request, with the original or duplicate receipts therefor, and all such items extended against the Premises shall be conclusively deemed valid for the purpose of this requirement. 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. Pursuant to the terms of the Note, the Mortgagor shall, upon Mortgagee's request, deposit monthly an amount sufficient to pay when due and payable all general taxes and said deposits may be held without any allowance of interest and need not be kept separate and apart.
 - c. Keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire and extended coverage, malicious mischief and vandalism and such other hazards in such amounts as may reasonably be required by Mortgagee for the full insurable value thereof, but in any case in such amounts as to negate the Mortgagor being deemed a co-insurer in the event of the occurrence of a fire or other insurance casualty. Mortgagor shall also provide and keep in effect comprehensive public liability insurance with such limits for personal injury and death and property damage as Mortgagee may reasonably require, and will also keep in effect upon the request of Mortgagee

rent loss insurance in such amounts as Mortgagee may reasonably require. All policies of insurance to be furnished hereunder shall be in forms, issued by companies and amounts reasonably satisfactory to Mortgagee, with standard mortgagee loss payable clauses attached to all policies in favor of and in form satisfactory to Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagee. Mortgagor shall deliver the original of all policies, including additional and renewal policies, 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. If any renewal policy is not delivered to Mortgagee thirty (30) days before the expiration of any existing policy or policies, with evidence of premium paid, Mortgagee may, but is not obligated to, obtain the required insurance on behalf of Mortgago (or insurance in favor of Mortgagee alone) and pay the premiums thereon. Any monies so advanced shall be so much additional indebtedness secured hereby and shall become immediately due and payable with interest thereon at the default rate of interest which is set forth in the Note. long as any sum remains due hereunder or under the Note, Mortgagor covenants and agrees that it shall not place, or cause to be placed or issued, any separate casualty, fire, rent loss, or liability insurance from the insurance required to be maintained under the terms hereof, unless in each such instance the Mortgagee herein is included therein as the payee under a standard mortgagee's loss payable clause. Mortgagor covenants to advise Mortgagee whenever any such separate insurance coverage is placed, issued or renewed, and agrees to deposit the original of all such other policies with Mort-gagee. Application by the Mortgages of my of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments due under the Note.

- d. Complete within a reasonable time any cuildings or improvements now or at any time in process of eraction upon the Premises.
- e. Subject to the provisions hereof, restore and rebuild any buildings or improvements now or at any time located on the Premises and destroyed by fire or other casualty so as to be of at least equal value and substantially the same character as existed prior to such damage or destruction. In any case where the insurance proceeds are made available for rebuilding and restoration, such proceeds shall be disbursed only upon the disbursing party being furnished with satisfactory evidence of the estimated cost of completion thereof and with architect's certificates, waivers of lien,

contractor's and subcontractor's sworn statements, and other evidence of cost and payment so that the disbursing party can verify that the amounts disbursed from time to time are represented by completed and in place work and that said work is free and clear of mechanic's lien claims. No payment 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 such 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. If the Mortgagee reasonably detergroups that the cost of rebuilding, repairing or restoring the buildings and improvements shall exceed \$250,000,00, then Mortgagee must obtain the written approval of plane and specifications for such work from Mortgagee Any surplus which before such work shall be commenced. remains from said insurance proceeds after payment of such costs of building or restoring shall, at the option of the Mortgagee, be applied toward the indebtedness secured hereby or be paid to any party entitled thereto without interest.

- f. Keep the Fremises in good condition and repair without waste and free from any mechanic's or other lien or claims of lien not expressly subordinated to the lien hereof; provided, however, that Mortgagor may contest any mechanic's lien asserted against the premises upon furnishing the Mortgagee with a bond or other security acceptable to Mortgagee.
- g. Not suffer or permit any unlawful use of or any nuisance to exist on said Premises nor to diminish nor impair its value by any act or omission to act.
- h. Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.
- i. Strictly comply with each and every covenant, agreement and obligation of the Lessee under the terms of the Lease, and take any and all actions necessary in order to enforce the covenants, agreements and obligations of the Lessor under the terms of the Lease so as to protect the value of the Promises.
- 3. a. In case of loss, the Mortgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized to either: (i) settle and adjust any claim under any insurance policies without the consent of Mortgagor, or (ii) allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case, Mortgagee is authorized to collect and receipt for any such insurance money. In

case of any such loss or damage, if, in Mortgagee's sole judgment and determination, the improvements to the Premises cannot be restored and completed, or in the event, in Mortgagee's sole judgment and determination, the funds collected from any such insurance settlements are deemed insufficient to pay for the full and complete restoration and repair of such damage, Mortgagee shall have the right to collect any insurance proceeds and apply the same toward payment of the indebtedness secured hereby, after deducting therefrom all expenses and fees of collection, with the further provise that should the not insurance proceeds be insufficient to pay then existing indebtedness secured hereby together with all accrued intarest, fees and charges, Mortgages may, at its solo election, declare the entire unpaid balance to be immediately due and payable, and Mortgagee may then treat the same as in the case of any other default hereunder. If, however, there is no event of default hereunder and, in Mortgagee's sole judgment and determination, the damage nustained to the Premises can be restored in apt time and the funds recovered from such loss (either alone or with additional funds deposited by Mortgagori are, in Mortgagee's judgment sufficient to pay the full and complete cost of such restoration, such funds will be made available for disbursement by Mortgagee on presentation of good and sufficient architect's certificates and waivers of lien; provided, however, that should any insurance company raise a defense against Mortgagor (but not against Mortgagee) to any claim for payment due to damage or destruction of the Premises or any part thereof by reason of fire or other casualty submitted by Mortgagee or any party on behalf of Mortgagee, or should such company raise any defense against Mortgagee (but not against Mortgagor) to such payment, then Mortgagee may, at its option, whicher or not Mortgagee has received funds from any insurance settlements, declare the unpaid balance to be immediately due and parable and may treat the same as in the case of any other default hereunder; provided, however, that the Mortgagor shall not have the foregoing right so long as all payments due under the Note are being made and there is no other event of default hereunder.

b. 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 building or improvements, shall be used to pay 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 he shall then be entitled to the same, or as the court may direct. In case of the foreclosure of this Mortgage, the court in its decree may provide that the Mortgagee's clause attached to each 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 thereunder 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, 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 loss thereunder payable to such redemptor. In the event of foreclosure 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.

- c. Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amount owing on any insurance policy to rebuild, repair or replace any damaged or destroyed portion of the Premises or any improvements thereon or to perform any act hereunder.
- 4. Mortgagor hereby represents and covenants to Mortgages that:
 - a. Mortgagor (i) is a trustee under the provisions of a deed or deeds in trust only recorded and delivered to said trustee in pursuance of a Trust Agreement dated October 1, 1977 and known as Trust No. 37831; (ii) is a trust duly organized, validly existing and in good standing under the laws of the State of Illinois and has complied with all conditions prerequisite to its doing business in the State of Illinois; (iii) has the power and authority to own its properties and to carry on its business as now being conducted; (iv) is qualified to do business in every jurisdiction in which the nature of its business or its properties makes such qualification necessary; and (v) is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it.
 - b. The execution, delivery and performance by Mortgagor of the Note, this Mortgage, and all additional security documents, and the borrowing evidenced by the Note: (i) are within the powers of Mortgagor; (ii) have been duly authorized by all requisite actions; (iii) have received all necessary governmental approvals; (iv) do not violate any provision of any law, any order of any court or agency of government or any indenture, agreement or other instrument to which Mortgagor is a party, or by which it or any portion of the Premises is bound; and (v) are not in conflict with, nor will it result in breach of, or constitute (with due notice and/or lapse of time) a default under any indenture, agreement or other

instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever, upon any of its property or assets, except as contemplated by the provisions of this Mortgage and any additional documents securing the Note.

- c. The Note, this Mortgage, and all additional documents securing the Note, when executed and delivered by Mortgagor, will constitute the legal, valid and binding obligations of Mortgagor, and all other obligors named therein, if any, in accordance with their respective terms; so ject, however, to such exculpation provisions as may be hereinafter specifically set forth.
- All other information, reports, papers, balance sheets, statements of profit and loss, and data given to Mortgages, its agents, employees, representatives or counsel in respect of Mortgagor or others obligated under the terms of this Mortgage and all other documents securing the payment of the Note are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Mortgagee a true and accurate knowledge of the subject matter.
- e. There is not now pending against or affecting Mortgagor or others obligated under the terms of this Mortgage and all other documents securing the payment of the Note, nor, to the best knowledge of Mortgagor is there threatened, any action, suit or proceeding at law or in equity or by or before any administrative agency which if adversely determined would materially impair or affect the financial condition or operation of Mortgagor or the Premissa
- Any assignment, sale, conveyances transfer, pledge, 5. mortgage or other encumbrance of any right, title or interest in the Premises or any portion thereof, including without limitation Mortgagor's leasehold estate, or any sale, transfor or assignment (either outright or collateral) of all or any part of the beneficial interest in any trust holding title to the Promises or any modification, amendment, surrender or termination of Mortgagor's rights and/or interest under the terms of the Lease, or the execution of any contract or agreement to do any of the attrementioned items, without the prior written approval of the Mortgagee shall, at the option of the Mortgagee, constitute a default hereunder, in which event the holder of the Note may declare the entire indebtedness evidenced by said Note to be immediately due and payable and foreclose this Mortgage immediately or at any time after such default occurs; provided, however, that sales, conveyances or transfers are permitted upon the express written consent of Mortgagee and satisfaction of any and all other requirements of Mortgagee prior to such sale, conveyance or transfer.

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- In the case of a failure by Mortgagor to perform any of the covenants contained herein or in the Lease, or if any action or proceeding is commenced which maserially affects Mortgagee's interest in the Premises, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Mortgages may do so on the Mortgagor's behalf everything so covenanted. The Mortgagee may also do any act it may deem necessary to protect the lien hereof; and the Mortgagor will repay upon demand any monies paid or disbursed by the Mortgages, including reasonable attorneys' fees and expenses, for any of the above purposes and such monies, together with interest thereon at the rate set forth in the Note secured hereby, shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said Premises if not otherwise paid. It shall not be obligatory upon the Mortgagee 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 Mortgagee to advance any monies for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder nor shall any acts of Mortgagee act as a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to foreclose this Mortgage.
- 7. It is the intent hereof to secure payment of the Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event cause the principal sum of the indebtedness, plus any interest due thereon, plus any amount or amounts that may be added to the indebtedness under the terms of this Mortgage or any other document evidencing or securing the indebtedness evidenced by the Note, to exceed the sum of THREE HUNDRED THOUSAND and NO/100 DOLLARS (\$300,000.00)
- 8. Time is of the essence hereof and if default be made in the performance of any covenant set forth herein or in the Lease, the Note or any other document evidencing or securing the indebtedness evidenced by the Note, including without limitation that certain Junior Mortgage, Assignment of Rents and Security Agreement of even date herewith executed by Mortgagor and delivered to Mortgagee, or in making any payment under said Note or any obligation or extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Premises, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor or any of its partners, or if the Mortgagor or any of its partners, or if the benefit of its creditors, or if its or their property be placed under control of or in custody of any court or officer of the government, or if

the Mortgagor abandons the Premises, or fails to pay when due any charge or assessment (whether for insurance premiums, maintenance, taxon, capital improvement), then and in any of said events, the Mortgages is hereby authorized and empowered, at its option, and without affecting the lies hereby created or the priority of said lies or any right of the Mortgages hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgages to the Mortgagor, and the Mortgages may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the Premises either en masse or, at Mortgages's sole discretion, in separate parts.

Upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without regard to the solvency of the Mortgagor or the then value of said Premises, or whether the Promises shall then he occupied by the owner of the equity of redemption as a homestand, appoint either the Mortgages as "Mortgagee in Possession" or a receiver, with power to manage and rent and to collect the runts, issues and profits of said 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, towards the payment of the indebtedness, costs, taxes, insurance or other items, including the expenses of such receivership, or toward any deficiency decree whether there be a decree therefor in personam or not, and if a raceiver shall be appointed, he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of a deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued. No lease of said Premises shall be nullified by the appointment or entry in possession of a receiver, but he may elect to terminate any lease Upon foreclosure of said Premises, junior to the lien hereof. there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses, together with interest thereon at the default interest rate under the Note, which may be paid or incurred by or in behalf of the Mortgagee for attorneys' fees, Mortgagee's fees, appraiser's fees, court costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) and of procuring all such data with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said Premises; all of which aforesaid amounts, together with interest as herein provided, shall be immediately due and payable by the Mortgagor in connection with: (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto

shall be a party by reason of this Mortgage or the Note hereby secured; (b) preparations for the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the Premises or the security hereof. In the event of a foreclosure sale of said Premises, there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor. No purchaser shall be obliged to see to the application of the purchase money.

- 10. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and/or Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor, or refuse to extend time for payment, or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.
- 11. Any forbearance by Mortgages in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgages shall not be a waiver of Mortgages's right to accelerate the insobtedness secured by this Mortgage.
- 12. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or any other document, or afforded to Mortgagee by law or equity and may be exercised concurrently, independently or independently at Mortgagee's sole discretion.
- 13. The covenants contained herein shall bind and the rights hereunder shall inure to the respective successors and assigns of Mortgagee and Mortgagor, subject to the provisions of paragraph 5 hereof. All covenants and agreements of Mortgagor shall be binding upon the beneficiaries of Mortgagor and any other party claiming any interest in the Premises under Mortgagor.
- 14. Except to the extent any notice shall be required under applicable law to be given in another manner, any notice to Mortgagor shall be given by mailing such notice by certified mail addressed to Mortgagor at:

Harris Trust and Savings Bank, not personally, but as Trustee u.t.a. dated 10/1/77 a/k/a Trust No. 37831 111 W. Monroe Street Chicago, Illinois 60603

with a copy to:

Molso Candon	
2820 W. Borwyn	
Chlengo, Illinois	60825

or to such other address(es) as Mortgagor may designate by notice to Mortgage: is provided herein and any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein, or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

- 15. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Cortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation of any documentation necessary to release this Mortgage.
- 16. Mortgagor assigns to Nortgagee and authorizes the Mortgagee to negotiate for and collect any award for condemnation of all or any part of Mortgagor's right, title or interest in and to the Premises. The Mortgagee may, in its discretion, apply any such award to amounts due hereunder, or for restoration of the Premises.
- 17. 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 of hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. MORTGAGOR DOES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE ON BEHALF OF MORTGAGOR AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE.
- 18. Mortgagee shall, upon reasonable notice, have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
- 19. Mortgagor will at all times deliver to the Mortgagee, upon its request, duplicate originals or certified copies of all

leases, agreements and documents relating to the Premises and shall, upon reasonable notice, permit access by the Mortgages to its books and records, insurance policies and other papers for examination and making copies and extracts thereof.

- 20. Mortgagee, in making any payment hereby authorized: (a) relating to taxes and assensments, may do so according to any bill, ntatement or estimate produced from the appropriate public office without inquiry in the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sate, forfaiture, tax lien or title or claims 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.
- 21. Morcgagor shall maintain with the Mortgagee for so long as this Mortgage is in effect a demand deposit non-interest bearing operating account for the Premises, which account shall be used for all financial transactions pertaining to the Premises.
- 22. Mortgagor will (except to the extent paid by lesses) pay all utility charges incurred in connection with the Premises and all improvements thereon and maintain all utility services now or hereafter available for use 21 the Premises.
- 23. If the Premises are now or hereafter located in an area which has been identified by the Socretary of Housing and Urban Development as a flood hazard area and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (the "Act"), the Mortgagor will keep the Premises covered for the term of the Note by flood insurance up to the maximum limit of coverage available under the Act.
- 24. This Mortgage shall be governed by the laws of the State of Illinois. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extant of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.
- 25. In the event of a deficiency upon a sale of the Premises pledged hereunder by Mortgagor, then the Mortgagor shall forthwith pay such deficiency, including all expenses and fees which may be incurred by the holder of the Note in enforcing any of the terms and provisions of this Mortgage.
- 26. Mortgagor covenants and agrees to furnish promptly to Mortgagee financial information during the term hereof upon the demand of Mortgagee, which financial information shall include, without limitation, financial statements and tax returns of the beneficiaries of Mortgagor and an annual operating statement of

income and expenses for the Premines signed and certified by the beneficiaries of Mortgagor. Mortgagor shall make available upon demand for inspection of Mortgagee the books and records of the Premines, copies of any leases encumbering the Premines, and such other information as Mortgagee may deem necessary or appropriate.

- 27. All provisions hereof shall inure to and bind the respective heirs, executors, administrators, successors, vendees and assigns of the parties hereto, and the word "Mortgagor" shall include all persons claiming under or through Mortgagor and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this mortgage. Wherever used, the singular number shall include the plural the singular, and the use of any gender shall be applicable to all genders.
 - To further secure the indebtedness secured hereby, Mortgagor doss hereby sell, assign and transfer unto the Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any sublease, whether written or verbal, or any letting of, or of any agreement for the was or occupancy of the Premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or witch may be made or agreed to by the Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all of such leases and agreements, and all the avails thereunder, unto the Mortgagee, and Mortgagor does hereby appoint irrevocably the Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of the Premises) to rent, sublease or let all or any portion of the Premises to any party or parties at such rental and upon such terms as said Montgages shall, in its discretion, determine and to collect all of said avails, rents, issues and profits, whether now due or accruing at any time hereafter, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Mortgagee would have upon taking possession of the Premises.
 - b. The Mortgagor represents and agrees that no cent has been or will be paid by any person in possession of any portion of the Premises for more than two installments in advance, and that the payment of none of the rents to accrue for any portion of the Premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by the Mortgagor. The Mortgagor waives any rights or set off against any person in possession of any portion of the Premises. Mortgagor agrees that it will not assign any of the rents or profits of the Premises, or Mortgagor's leasehold

estate in and to the Premises, without the prior written consent of Mortgagee.

- c. Nothing herein contained shall be construed as constituting the Mortgagee as a mortgagee in possession in the absence of the taking of actual possession of the Premises by the Mortgagee. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagor.
- d. The Mortgagor further agrees to assign and transfer to the Mortgagee all future subleases regarding all or any part of the Premises hereinbefore described and to execute and deliver, at the request of the Mortgagee, all such further assurances and assignments regarding the Premises as the Mortgagee shall from time to time require.
- e. Although it is the intention of the parties that the assignment contained in this paragraph 28 shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that so long as no default hereunder has occurred, Mortgagor shall have the privilege of collecting and retaining the rents accruing under the subleases assigned hereby.
- The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or itability under any subleases, and the Mortgagor hereby agrees to indemnify and hold the Mortgagee harmless from and against any and all liability, loss or damage, including reasonable attorneys' fees, which it may or might incur under said subleaser or by reason of the assignment thereof, as well as from and against any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the tarms, covenants or agreements contained in said subleases. Should the Mortgages incur any such liability, loss or damage under said subleases 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 the Mortgagor shall reimburse the Mortgagee therefor immediately upon demand.
- 29. The Mortgages, in the exercise of the rights and powers hereinabove conferred upon it by paragraph 28 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 the Mortgages may determine:

- a. To the payment of the operating expenses of the Premises, including cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agent or agents, if management be delegated to any agent or agents, and shall also include leasing commissions and other compensation and expenses of seeking and procuring subtenants and entering into subleases), 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 said property in such condition as will, in the judgment of the Mortgagee, make it readily rentable;
- d. To the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.
- 30. Mortgager and Morcgagee acknowledge and agree that in no event shall Mortgagee be deemed to be a partner or joint venturer with Mortgager. Without limitation of the foregoing, Mortgagee shall not be deemed to be such a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or rursuant to any other instrument or document evidencing or securing any of the indebtedness secured hereby, or otherwise.
 - Mortgagor represents and agrees that to the best of its knowledge the Premises are in compliance with all "Environmental Laws" (as hereinafter defined); that there are no conditions existing currently or likely to exist during the term of the Note that require or are lively to require cleanup, removal or other remedial action pursuant to any Environmental Laws; that Mortgagor is not a pairy to any litigation or administrative proceeding, nor, to the best of Mortgagor's knowledge, is there any litigation or administrative proceeding contemplated or threatened which would assert or allege any violation of any Environmental Laws; that neither the Premises or Mortgagor is subject to any judgment, decree, order or citation related to or arising out of any Environmental Laws, and that no permits or licenses are required under any Environmental Laws regarding the premises. The term "Environmental Laws" shall mean any and all federal, state and local laws, statutes, regulations, ordinances, codes, rules and other governmental restrictions or requirements relating to the environment or hazardous substances, including without limitation the Federal Solid Waste Disposal

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Act, the Federal Clean Air Act, and the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976 and the Federal Comprehensive Environmental Responsibil-Cleanup and Liability Act of 1980, as well as all regulations of the Environmental Protection Agency, Nuclear Regulatory Agency and any state department of natural resources or state environmental protection agency now or at any time hereafter in effect. Mortgagor covenants and agrees to comply with all applicable Environmental Laws; to provide to Mortgages immediately upon receipt copies of any correspondence, notice, pleading, citation, indictment, complaint, order or other document received by Mortgagor asserting or alleging a circumstance or condition that requires or may regular a cleanup, removal or other remedial action under any Environmental Laws, or that seeks criminal or punitive penalties for an alleged violation of any Environmental Laws; and to advise Mortgagee in writing as soon as Mortgagor becomes awars of any condition or circumstance which makes any the representations or statements contained in this paragraph 31(a) incomplete or inaccurate. In the event the Mortgagee determines in its sole and absolute discretion that there is any evidence that any such circumstance might exist, whether or not described in any communication or notice to either Mortgagor or Mortgagee, Mortgagor agrees, at its own expense and at the request of Mortgagee to permit an environmental audit to be conducted by Mortgagee or an independent agent selected by Mortgagee. This provision shall not relieve Mortgagor from conducting its own environmental audits or taking any other steps necessary to comply with any Environ-If, in the opinion of Mortgages, there exists mental Laws. any uncorrected violation by Mortgagor of an Environmental Law or any condition which requires or may require any cleanup, removal or other remedial action under any Environmental Laws, and such cleanup, removal or other remedial action is not completed within sixty (60) days from the date of written notice from Mortgagee to Mortgagor, the same shall, at the option of mortgagee constitute a default hereunder, without further notice or cure period. It is expressly understood that the foregoing does not prohibit or prevent Mortgagor's right to contest any ordered cleanup through all appropriate administrative and judicial proceedings.

b. Mortgagor agrees to indemnify and hold Mortgagee and its officers, directors, employees and agents harmless from and against any and all losses, damages, liabilities, obligations, claims, costs and expenses (including, without limitation, attorneys' fees and court costs) incurred by Mortgagee, whether prior to or after the date hereof and whether direct, indirect or consequential, as a result of or arising from any suit, investigation, action or proceeding, whether threatened or initiated, asserting a claim for any legal or equitable

remedy under an Environmental Law. Any and all amounts owed by Mortgagor to Mortgagee under this paragraph 31(b) shall constitute additional indebtedness secured by this Mortgage.

- 32. From the date of its recording, this Mortgage shall be affective as a Fixture Financing Statement with respect to all good constituting part of the Premises which are or are to become fixtures related to the Premises. For this purpose, the following information is set forth:
 - a. Name and Address of Mortgagor:

Harris Trust and Savings Bank, not personally, but as Trustee u.t.a. dated 10/1/77 a/k/a Trust No. 37831 111 W. Monroe Street Chicago, IL 60603

b. Name and Address of Mortgages:

Commercial National Bank of Chicago 4800 N. Western Avenua Chicago, IL 60625

- c. This document covers goods which are to become fixtures.
- imposing a tax upon the issuance of the Note or deducting from the value of the Premises for the purpose of taxation of any lien on the land, or imposing upon the Mortgages the payment of the whole or any part of the taxes, assessments, charges or liens required in this Mortgage to be paid by Mortgagor, or charging in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgages's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage, then, in any such event, the Mortgage or the holder of this Mortgage, then, in any such event, the Mortgagor, upon demand of the Mortgages, shall pay such taxes or assessments, or reimburse the Mortgages, such taxes and assessments; provided, however, that if, in the opinion of counsel for the Mortgages, it might be unlawful to require Mortgagor to make such payments, then and in such event, the Mortgages may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured by this Mortgage to be due and payable sixty (60) days from the giving of such notice.
- 34. Mortgagor will protect, indemnify and save harmless Mortgagee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including without limitation attorneys' fees and expenses, imposed upon or

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incurred by or asserted against Mortgagee by reason of: (a) the ownership of the Premises or any interest therein or receipt of any rents, issues, proceeds or profits therefrom; (b) any accident, injury to or death of persons or loss of or damage to property occurring in, or about the Premises or any part thereof or on the adjoining sidewalks, or curbs, adjacent parking areas, streets or ways; (c) any use, nonuse or condition in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, the adjacent parking areas, streets or ways; (d) any failure on the part of Mortgagor to perform or comply with any of the terms of this Mortgage; or (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. Any amounts payable to Mortgagee by reason of the application of this paragraph shall constitute additional indebtedness which is secured by this Mortgage and shall become due and payable upon demand therefor and shall bear interest at the default interest rate under the Note from the date loss or damage is sustained by Mortgagee until paid. The obligations of Mortgagor under this paragraph shall survive any termination or satisfaction of this Mortgage.

35. Senior Mortgage. Mortgagor, Moise Candea, Avram Candea and Dorin Candea ("Borrowers") have executed and delivered to COMMERCIAL NATIONAL BANK OF CHICAGO (i) that certain note in the original principal amount of SIX HUNDRED TWENTY-FIVE THOUSAND and NO/100 Dollars (\$625,000.00) "Senior Note"); (ii) that certain first mortgage executed by Borrowers in favor of Commercial National Bank of Chicago in the original principal amount of SIX HUNDRED TWENTY-FIVE THOUSAND and NO/100 Dollars (\$625,000.00), recorded on March 23, 1989, as Document No. 89129009 with the Recorder of Deeds of Cook County, Illinois ("Senior Mortgage"); and (iii) such other documents which may secure the Note. Mortgage acknowledges that this Mortgage is junior and subordinate to the lien of the Senior Mortgage.

36. Borrowers' Covenants with Respect to Senior Instruments.

a. Borrowers covenant and agree to comply with all of the terms and provisions of the Senior Note, Senior Mortgage and Senior Loan Documents (collectively, "Senior Instruments"). If Borrowers shall default in the performance of any term or provision contained in this Mortgage or in the Note, the owner or holder of the Note may, but shall not be obligated to, pay any principal or interest due under the Senior Note or any of the Senior Instruments. To the extent the owner and holder of the Note pays any installment of principal or interest or any other sums due under the Senior Note or the Senior Instruments, the said owner and holder shall become entitled to a lien on the Premises covered by this Mortgage and by the Senior Instruments, and in addition to the extent necessary to make effective such rank and priority (1) the

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Borrowers shall become subrogated to receive and enjoy all of the rights, liens, powers and privileges granted to the Lender under the Senior Instruments, and (2) the Senior Instruments shall remain in existence for the benefit of and to further secure the debt and other sums secured, or hereafter to become secured hereunder.

- b. Borrowers shall give Mortgagee a copy of all notices given Borrowers with respect to any of the Senior Instruments within five (5) days after receiving such notice.
- c. Borrowers shall not, without the prior written consent of Mortgagee enter into any modification, extension, amendment, agreement or arrangement in connection with any of the Senior Note, Senior Mortgage or other Senior Loan Documents.
- 37. Defau't Under Senior Instruments; Mortgagee's Right to Cure. In the event Borrowers are declared by the holder of the Senior Instruments to be in default with respect to any requirement of any of the Senior Instruments, Borrowers agree that said default shall constitute a Default hereunder. Upon the occurrence of such Default, in addition to in, other rights or remedies available to Mortgagee, Mortgagee may, but need not, make any payment or perform any aut required to cure or attempt to cure any said default under any of the Senior Instruments in any manner and form deemed expedient by Mortgagee. Mortgagee shall not be responsible for determining the validity or accuracy of any claim of default made by the Mortgagee under the Senior Instruments and the payment of any sum by Mortgagee curing or attempting to cure any alleged default or omission shall be presumed conclusively to have been reasonable, justified and authorized. Burrowers hereby grant to Mortgagee an irrevocable power of attorney, wrich power of attorney is coupled with an interest, for the term of this Mortgage to cure any default or forfeiture which may occur under the Senior Borrowers further agree to execute a formal and recordable power of attorney granting such right at any time during the existence of this Mortgage if requested by Mortgagee. monies paid by Mortgagee in curing any default under the Senior Instruments, including attorneys' fees and costs in connection therewith, shall bear interest from the date or dates of such payment at the Default Rate, shall be paid by Borrowers to Mortgagee on demand, and shall be deemed a part of the Indebtedness and recoverable as such in all respects. Any inaction on the part of the Mortgagee shall not be construed as a waiver of any right accruing to Mortgagee on account of any Default hereunder.
- 38. Mortgagee's Right to Prepay Senior Note. In the event of a Default hereunder, Mortgagee may prepay the entire balance due under the Senior Note, and any prepayment fees or penalty incurred by Mortgagee in connection with such prepayment shall bear interest

from the date of such payment at the Default Rate, shall be paid by Borrowers to Mortgagee upon demand, and shall be deemed a part of the Indebtedness and recoverable in all respects.

IN WITNESS WHEREOF, this Mortgage is executed by RARRIS TRUST AND SAVINGS BANK, 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 HARRIS TRUST AND SAVINGS BANK hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said Trustee or on said HARRIS TRUST AND SAVINGS MANK, personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liar Nity, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder and that so far as said Trustee and said HARRIS TRUST AND SAVINGS BANK personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look sciely to the Premises hereby conveyed for the payment thereof, by enforcement of the lien hereby created, in the manner herein and in sale Note provided, by action against any other security given to secure the payment of said Note and by action to enforce the personal liability of the co-makers or guarantors of said Note, if any.

HARR CS TRUST AND SAVINGS BANK
Trustee under Total Number 27/3/ and not individually

By.

Tre

KAT WINT THE PRESIDENT

ATTEST

Bv:

I's TRUST OFFICE

COLE TAYLOR BANK 5 successor Land Trustee to Harris Bank and all oferences within this document to Harris Bank shall be deemed to mean Cole Taylor Bank as Successor Trustee.

STATE OF ILLINOIS) as.
COUNTY OF COOK)
I, MARITZA CASTILLO, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT KENNETH E PIEKUT ASSESSMENT OF HARRIS TRUST AND SAVINGS BANK and IACKLIN ISHT. Of maid Company, who are personal whose names are subscribed to the foregoing instrument as such and and 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 and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal this CYL day of PALLMAY, 1995.
Notary (Bublic
OFFICIAL REAL MARITZA CASTILLO MOTARY RUBLIC, STATE OF ILLINOIS MY COMMISSION SEPTIME ICELIAN MY COMMISSION SEPTIME MY COMISSION SEPTIME MY COMMISSION SEP

COLE TAYLOR BANK is successor Land
Triples to Hairls Bank and all reterances
within this document to Hairls Bank shall
be deemed to make Cole Taylor Bank as
Successor Truston

JOINDER

The undersigned, being the owners in the aggregate of one hundred percent (100%) of the beneficial interest in, and being the Beneficiaries of HARRIS TRUST AND SAVINGS BANK Trust No. 37831, which is the Assignor under that certain Assignment of Rents of even dace herewith, hereby consent to and join in said Assignment of Rents, intending hereby to bind any interest they, or each of them, and their heirs, executors, administrators, successors or assigns may have in the premises described in said Assignment of Rents, or any leases or other agreements relating thereto, as fully and with the same effect as if the undersigned were named as the Assignor in said Assignment of Rents. Nothing herein contained shall be deemed to render the undersigned liable upon any obligation for payment provided in said Assignment of Rents.

Dated: .	2/4 94	luic Spaceolce
	, .	Moise Cando
Dated: _	2/9 94	Maria Candea
		maria Candea
Dated: _	2/9 94	AVELOUS GOOGLAND
	/	
Dated: _	2/9 94	Lidia Candea

Dated:

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STATE OF ILLINOIS)
COUNTY OF COOK)
County in the State aforesaid, no Motary Public in and for unid dounty in the State aforesaid, no HERRBY CERTIFY THAT MOISE CANDEA, who in personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the unid instrument as his own free and voluntary act, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this $2^{\frac{1}{2}}$ day of February, 1995.
NOTARY PUBLIC, STATE OF MINORS My Gummission Express 03/12/98 My Commission expires:
STATE OF ILLINOIS) BB. COUNTY OF COOK)
County in the State aforesaid, DO HERES: CERTIFY THAT MARIA CANDEA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this got day of February, 1995.
"OFFICIAL SEAL" ROSE ODESHOO NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 03/12/98 My commission expires:

STATE OF ILLINOIS)
OUNTY OF COOK)
T, the contest of a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT AVRAM CANDEA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal this the day of
February, 1995.
"OFFICIAL SEAL" Notary Public
NOTARY PUBLIC, STATE OF ALINOIS My commission expires: My Commission Empires 03/17/98
STATE OF ILLINOIS) DO.
COUNTY OF COOK)
County in the State aforesaid, DO HEREBY CERTIFY THAT LIDIA CANDEA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act. for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this day of February, 1995.
"OFFICIAL SEAL" ROSE ODESHOO NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 03/12/98 My commission expires:

STATE OF ILLINOIS)
COUNTY OF COOK)
I, County in the State aforesaid, DO HEREBY CERTIFY THAT DORIN CANDEA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this Green day of February, 1995.
"OFFICIAL SEAL" ROSE ODESHOO NOTARY PUBLIC, STATE OCCURNOIS My Commission Expires: My Commission Expires 03/1278
STATE OF ILLINOIS) ss. COUNTY OF COOK I, Electrical a Notery Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT JENNIFER CANDEA, who is personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this day of February, 1995.
Canadan Ca
"OFFICIAL SEAL" ROSE ODESHOO NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 03/12/98 My Commission Expires 03/12/98

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