WHEN RECORDED, MAIL TO

HAWTHORNE CREDIT UNION
1519 N. Naper Blvd.
Naperville, IL 60563-1522

95225973

DEPT-01 RECORDING $27.00
T#0014 TRAN 5138 04/04/95 14:27:00
#0150 # JW *-95-225973
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

#39791

MAIL TO ➔ BOX 352

REVOLVING CREDIT MORTGAGE

THIS MORTGAGE CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST.
THIS MORTGAGE WAS PREPARED BY Hawthorne Credit Union

THIS MORTGAGE is made this 10th day of January, 19 95, between the Mortgagor, Maywood-Proviso State Bank As Trustee Under Trust Agreement Dated September 12, 1985 and Known As Trust No. 5693 (herein "Borrower"), and the Mortgagee, Hawthorne Credit Union, a corporation organized and existing under the laws of State Of Illinois, whose address is 1519 N. Naper Blvd., Naperville, IL 60563 (herein "Lender").

WHEREAS, Borrower is indebted to Lender as described in this paragraph;
TO SECURE to Lender:

(1) The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINER® Home Equity Plan Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Mortgage, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Mortgage. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which may vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed Fifty-Three Thousand Dollars ---- ($ 53,000.00----). That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Credit Limit. The entire indebtedness under the Credit Agreement, if not sooner paid, is due and payable Ten years from the date of this Mortgage.

(2) The payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, with finance charges thereon at a rate which may vary as described in the Credit Agreement.

(3) The performance of the covenants and agreements of Borrower herein contained.

BORROWER does hereby mortgage, warrant, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

THE NORTH 40 FEET OF LOT 3 IN BLOCK 8 WALRATH'S SUBDIVISION OF THAT PART OF THE WEST 17.02 CHAINS BOUNDED ON THE NORTH BY ST. CHARLES ROAD, ON THE SOUTH BY A LINE PARALLEL WITH THE CENTER LINE OF SAID ROAD SO FAR DISTANT AS TO INCLUDE 70 ACRES IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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which has the address of 421 22ND AVENUE (Street)
BELLWOOD (City), Illinois 60104 (Zip Code) (herein "Property Address");

Property Tax ID No.: 15-10-303-035

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

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22. Default, Termination and Acceleration; Remedies. Each of the following events shall constitute an event of default ("event of default") under this Mortgage: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Mortgage or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Mortgage. If an event of default occurs, then prior to exercising any right or remedy provided for in this Mortgage and prior to acceleration, Lender shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the event of default; (2) the action required to cure such event of default; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such event of default must be cured; and (4) that failure to cure such event of default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of an event of default or any other defense of Borrower to acceleration and foreclosure. If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees and costs of documentary evidence, abstracts and title reports.

23. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's default, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Credit Agreement had no acceleration occurred; (b) Borrower cures all events of default; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 22 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

24. Assignment of Rents; Appointment of Receiver. As additional security hereunder, borrower hereby assigns to lender the rents of the property, provided that borrower shall, prior to acceleration under paragraph 22 hereof or abandonment of the property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 22 hereof or abandonment of the property, lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the property and to collect the rents of the property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the property and collection
eiver's bonds and reasonable attorneys fees, and then to the sums
ly for those rents actually received.

lit and advances may be made, repaid, and remade from time to
ge this Mortgage when Borrower has (1) paid all sums secured by
eled or (b) that the line of credit be reduced below the amount for
. Lender shall release this Mortgage without charge to Borrower.

FAULT AND FORECLOSURE
ES OR DEEDS OF TRUST

ac, deed of trust or other encumbrance with a lien which has
ress set forth on page one of this Mortgage, of any default under
on.

Mortgage.

Executed and delivered by MAYWOOD-PROVISO STATE BANK not in its individual capacity, but solely in the capacity herein described, for the purpose of binding the herein described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the undertakings and agreements herein made, are made and intended not as personal undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said Trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by all other parties hereto, and those claiming by, through, or under them.

MAYWOOD-PROVISO STATE BANK

As Trustee under Trust Agreement No. 5693
to bind the Trust Estate and not individually

By John P. Stemisko — Trust Officer / Vice-President

Attest Kathie — Assistant Secretary

Maywood-Proviso State Bank, As Trustee —Borrower

—Borrower

County ss:

ary Public in and for said county and state, do hereby certify that
er and Gail Nelson, Assistant Secretary
are subscribed to the
foregoing instrument, appeared before me this day in person, and acknowledged that they signed and
delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28th day of FEBRUARY, 19 95.

My Commission expires:

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

"OFFICIAL SEAL"
LEA R. SALYERS
Notary Public, State of Illinois
My Commission Expires 4/19/95

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7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Mortgage. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor, to the extent of any payment by Lender to such lienor.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender 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.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Credit Agreement, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable under the Credit Agreement or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Mortgage or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Prior Mortgage or Deed of Trust; Modification; Future Advance.** Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Mortgage by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

15. **Borrower's Copy.** Borrower shall be furnished a copy of the Credit Agreement and of this Mortgage at the time of execution or after recordation hereof.

16. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. **Waiver of Homestead Exemption.** To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Mortgage.

18. **Waiver of Statutes of Limitation.** Borrower hereby waives, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation secured by this Mortgage.

19. **Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

20. **Notice of Transfer of the Property; Advances after Transfer.** Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Mortgage unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

21. **Transfer of the Property.** Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.

Complete if applicable:
This Property is part of a condominium project known as _____

_____

This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.
This Property is in a Planned Unit Development known as _____.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Finance Charges and Other Charges.** Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

2. **Funds for Taxes and Insurance.** Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Mortgage are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be paid to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Mortgage, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Mortgage. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

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including any appellate fees and costs and any fees and costs incurred in enforcing the Note, the Mortgage, or any of the Loan Documents in any bankruptcy or insolvency proceeding) incurred by Lender in collecting or enforcing payment thereof to the extent allowed by law and all other sums owed by the Borrower under the Loan Documents, anything in the Loan Documents to the contrary notwithstanding, all without any relief whatever from any valuation or appraisement laws, and payment thereof may be enforced and recovered in whole or in part at any time by one or more of the remedies provided to Lender in the Loan Documents.

4. Repayment. The Note shall be paid in successive monthly interest installments. The entire unpaid principal balance of the Note, any accrued and unpaid interest and any other amounts or sums due to Lender under the Loan Documents shall be due and payable at the Maturity Date.

5. References to Other Documents. All references to the "Mortgage" and "Collateral Assignment" contained in the Loan Documents, as amended by this Second Amendment, is hereby modified to refer to the Mortgage as amended by this Second Amendment.

6. Borrower's Covenants. On the date hereof, Borrower has complied with all of the covenants set forth in the Loan Documents.

7. Representations and Warranties. As of the date hereof, the representations and warranties set forth in the Loan Documents are true and correct with the same effect as if such representations and warranties had been made on the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date.

8. Modifications to Other Loan Documents. The references to Mortgage, or the Note in the other Loan Documents are hereby modified to refer to the Mortgage, or the Note as amended by this Second Amendment and the Amendment to the Note.

9. Acknowledgement, Waiver and Release. Borrower acknowledges and agrees that every right, power and remedy of Lender under the Loan Documents is in full force and effect, including without limitation, such right, powers and remedies relating to the Loan Documents as amended, and the payment of the indebtedness and the performance of the obligations thereunder. Without limiting the foregoing, Borrower intends by execution and delivery of this Second Amendment to absolutely, irrevocably and unconditionally covenant and warrant to Lender (i) the due and punctual payment of the indebtedness due and payable under the Loan Documents, as amended, and (ii) the performance by Borrower of all other obligations under the Loan Documents. Borrower acknowledges and declares that it has no defense, claim, charge, plea or set-off whatsoever in law or equity against the Lender, the Loan Documents,

as amended, or any other instrument or document executed by Borrower or Guarantor in connection with the Loan Documents, as amended. Borrower waives and releases any and all defenses which might accrue to it by the execution of this Second Amendment and the Amendment to Note.

10. Loan Documents. The obligations of Lender to amend the Loan Documents shall be subject to (a) Borrower's payment of all costs and fees for Lender's legal counsel in preparing the modifications documents and (b) Borrower having delivered to Lender the following items, all of which shall be in form and substance acceptable to Lender:

(i) Second Amendment.

(ii) Amendment to Note. The Amendment to Note executed by the Trustee and Beneficiary and Lender dated of even date herewith.

(iii) Reaffirmation of Guaranty. A reaffirmation of the Guaranty of the Note, as amended by the Amendment to Note, executed by the Guarantor(s).

(iv) Other. Such other documents, including, but not limited to, financing statements, assignments, certificates and opinions as shall be reasonably required by Lender or Lender's counsel.

11. Trustee Exculpation. This Second Amendment is executed by the Trustee, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing in this Second Amendment shall be construed as creating any liability on such Trustee personally to perform any express or implied covenant, condition or obligation under this Second Amendment, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this Second Amendment.

Notwithstanding the foregoing, the Lender shall not be precluded from: (a) recovering any condemnation awards or insurance proceeds attributable to the Mortgage Property; (b) recovering any tenant security deposits, advance or pre-paid rents; (c) enforcing the personal liability of Beneficiary, as co-maker of the Note, of the payment of the Note and performance of the Loan Documents; and/or (d) enforcing the personal liability of guarantor(s), if any, of the Note and the Loan Documents.

Except as herein above specifically amended, all other provisions of the Mortgage, Security Agreement and Guaranties are

all incorporated herein and renewed as if re-executed as of the date of this Second Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date first above written.

BORROWER/TRUSTEE:

Independent Trust Corporation,
as Trustee under Trust No. 20040
and not individually

By: _____ ATTEST: _____
Its CARYL JAWORSKY, Trust Officer Its Richard E. Nardella, Trust Officer

LENDER:

Republic Bank of Chicago

By: _____
Carlos X. Montoya
Senior Vice President

95225985

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On March 30, 1995, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared CHERYL JAWORSKY, Trust Officer and Richard E. Nardella, Trust Officer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within Second Amendment as the Trust Officer and Trust Officer of Independent Trust Corporation as Trustee under Trust No. 20040 (the "Trustee") and acknowledged to me that the execution thereof was the free and voluntary act and deed of said Trustee for the uses and purposes therein mentioned, and acknowledged to me that such Trustee executed the within instrument pursuant to a resolution of the Trustee.

WITNESS my hand and official seal.

(SEAL) "OFFICIAL SEAL"
Carolyn Johnson
Notary Public, State of Illinois
My Commission Expires 4/24/96

Carolyn Johnson
Notary Public in and for the State of Illinois

My commission expires:

95225965

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On March 7, 1995, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Carlos X. Montoya, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the Senior Vice President of Republic Bank of Chicago (the "Lender") and acknowledged to me that the execution thereof was the free and voluntary act and deed of said Lender for the uses and purposes therein mentioned, and acknowledged to me that such Lender executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

"OFFICIAL SEAL"
ROSENDO CARRAZCO
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 01/25/99

Notary Public in and for the State of Illinois

My commission expires:

95225985

EXHIBIT A

PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE WEST 65TH STREET BEING A LINE 33 FEET SOUTH OF THE NORTH LINE OF SAID 1/4 1/4 SECTION WITH A LINE 743.91 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE AFORESAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21 AND THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID 1/4 1/4 SECTION 317.01 FEET TO THE POINT OF TANGENCY OF A CURVED LINE CONVEX TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 278.94 FEET A DISTANCE OF 288.72 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST WITH A RADIUS OF 296.94 FEET, A DISTANCE OF 159.27 FEET TO THE POINT OF TANGENCY OF THE SAID CURVE LYING ON THE NORTH LINE OF THE SOUTH 782 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21 AFORESAID; THENCE EAST ON THE SAID LINE A DISTANCE OF 0.42 FEET TO THE POINT OF TANGENCY OF A CURVED LINE HAVING A RADIUS OF 278.94 FEET CURVED CONVEX TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG SAID CURVED LINE A DISTANCE OF 78.06 FEET; THENCE SOUTHEASTERLY ON A RADIAL LINE OF THE LAST DESCRIBED CURVE, 18 FEET; THENCE NORTHEASTERLY ON A CURVED LINE CONVEX TO THE SOUTHEAST CONCENTRIC WITH THE LAST DESCRIBED CURVE AND WITH A RADIUS OF 296.94 FEET, A DISTANCE OF 198.73 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 888 FEET OF THE NORTHEAST 1/4 OF SAID 21; THENCE EAST 55.33 FEET TO THE WEST LINE OF THE EAST 266 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE NORTH ALONG SAID LINE 307.26 FEET TO THE NORTH LINE OF THE SOUTH 1195.26 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE WEST ALONG SAID LINE 64.74 FEET TO THE NORTH AND SOUTH CENTER LINE OF VACATED SOUTH LACROSSE AVENUE; THENCE NORTH ALONG SAID LINE 102.45 FEET TO THE SOUTH LINE OF WEST 65TH STREET; THENCE WEST ALONG SAID LINE 248.45 FEET TO THE POINT OF BEGINNING, (EXCEPT THEREFROM THE NORTH 9 FEET TAKEN FOR WIDENING 65TH STREET), EXCEPTING THEREFROM THAT PART LYING EAST OF A LINE 344.25 FEET WEST (MEASURED AT RIGHT ANGLES) OF AND PARALLEL TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF WEST 65TH STREET (BEING A LINE 33 FEET SOUTH OF THE NORTH LINE OF SAID 1/4 1/4 SECTION) WITH A LINE 674 FEET EAST OF THE WEST LINE OF THE AFORESAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID 1/4 1/4 SECTION, 365.77 FEET TO THE POINT OF TANGENCY OF A CURVED LINE CONVEX TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 278.94 FEET A DISTANCE OF 247.24 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX TO THE NORTH WITH A RADIUS OF 296.94 FEET A DISTANCE OF 44.02 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHEAST WITH A RADIUS OF 278.94 FEET A DISTANCE OF 288.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE LYING ON A LINE, 743.91 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE AFORESAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21; THENCE NORTH ALONG SAID LINE, 317.01 FEET

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TO THE SOUTH LINE OF WEST 65TH STREET; THENCE WEST 69.91 FEET TO THE POINT OF BEGINNING, (EXCEPT THEREFROM THE NORTH 9 FEET TAKEN FOR WIDENING 65TH STREET), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART LYING EAST OF THE WEST 1209 FEET, NORTH OF THE SOUTH 566 FEET AND SOUTH OF THE NORTH 50 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE WEST 17 FEET LYING NORTH OF THE SOUTH 566 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF SAID 17 FOOT STRIP OF LAND LYING NORTH OF A LINE DRAWN FROM A POINT 50 FEET SOUTH OF THE NORTHWEST CORNER OF SAID 1/4 1/4 SECTION TO A POINT WHICH IS 33 FEET EAST OF THE WEST LINE AND 33 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION), IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE WEST 1/2 OF BLOCK 11 IN FREDERICK H. BARTLETT'S ADDITION TO MARQUETTE HIGHLANDS, A SUBDIVISION IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

BLOCK 12 IN FREDERICK H. BARTLETT'S ADDITION TO MARQUETTE HIGHLANDS, A SUBDIVISION IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THE EAST 16 FEET OF THAT PART OF VACATED SOUTH LA VERGNE AVENUE LYING WEST OF AND ADJOINING BLOCK 12 IN FREDERICK H. BARTLETT'S ADDITION TO MARQUETTE HIGHLANDS, A SUBDIVISION IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SOUTH OF A LINE DRAWN FROM THE NORTHWEST CORNER OF SAID BLOCK 12, TO A POINT ON THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, WHICH IS 50 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THE EAST 462 FEET OF THE WEST 479 FEET OF THAT PART OF THE NORTH 459 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH LINE OF THE SOUTH 1195.26 FEET OF SAID 1/4 1/4 SECTION, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

THAT PART OF THE EAST 446 FEET OF THE WEST 463 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 459 FEET THEREOF, AND NORTH OF THE SOUTH 566 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH 459 FEET THEREOF, WHICH IS 479 FEET EAST OF THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE WEST 16 FEET TO THE NORTHEAST CORNER OF THE TRACT LAST DESCRIBED; THENCE SOUTH ALONG THE EAST LINE OF THE ABOVE DESCRIBED TRACT 166.73 FEET; THENCE NORTHEASTERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

VACATED SOUTH LA PORTE AVENUE, LYING BETWEEN BLOCKS 11 AND 12 IN FREDERICK H. BARTLETT'S ADDITION TO MARQUETTE HIGHLANDS, A SUBDIVISION IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 12:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE EAST 1/2 OF BLOCK 11 IN FREDERICK H. BARTLETT'S ADDITION TO MARQUETTE HIGHLANDS, A SUBDIVISION IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21; THENCE SOUTH TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID BLOCK 11; THENCE WEST ALONG, THE SOUTH LINE OF BLOCK 11 TO AN INTERSECTION WITH A LINE 479 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21 AFORESAID; THENCE SOUTH ALONG SAID LINE TO A POINT 459 FEET SOUTH OF THE NORTH LINE OF SAID 1/4 1/4 SECTION; THENCE SOUTHWESTERLY 167.53 FEET TO A POINT 625.73 FEET SOUTH OF THE NORTH LINE AND 463 FEET EAST OF THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21 AFORESAID; THENCE SOUTH PARALLEL WITH THE WEST LINE THEREOF 138.02 FEET TO THE NORTH LINE OF THE SOUTH 566 FEET OF SAID 1/4 1/4 SECTION; THENCE EAST ALONG SAID LINE 10.29 FEET TO AN INTERSECTION WITH A CURVED LINE CONVEX TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG SAID CURVE WITH A RADIUS OF 296.94 FEET A DISTANCE OF 99.09 FEET; THENCE NORTHEASTERLY ON A TANGENT TO SAID CURVE 101.81 FEET, TO AN INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST; THENCE NORTHEASTERLY WITH A RADIUS OF 296.94 FEET A DISTANCE OF 77.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE LYING ON THE EAST LINE OF THE WEST 584 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21 AFORESAID; THENCE NORTH ALONG SAID LINE 481.92 FEET TO THE NORTH LINE OF BLOCK 11 AFORESAID; THENCE WEST ALONG SAID LINE 87.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 13:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST 65TH STREET, BEING A LINE 33 FEET SOUTH OF THE NORTH LINE OF SAID 1/4 1/4 SECTION WITH A LINE 674 FEET EAST OF AN PARALLEL WITH THE WEST LINE OF SAID 1/4 1/4 SECTION; THENCE SOUTH ALONG THE LAST DESCRIBED LINE 365.77 FEET TO THE POINT OF TANGENCY OF A CURVED LINE CONVEX TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 278.94 FEET A DISTANCE OF 247.24 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ON A CURVED LINE CONVEX TO THE NORTH WEST WITH A RADIUS OF 296.94 FEET A DISTANCE OF 82.08 FEET; THENCE NORTHEASTERLY ON A TANGENT TO THE LAST DESCRIBED CURVED LINE 101.81 FEET TO AN INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG SAID LAST MENTIONED CURVED LINE HAVING A RADIUS OF 296.94 FEET A DISTANCE OF 77.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE LYING ON THE EAST LINE OF THE WEST 584 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21 AFORESAID; THENCE NORTH ALONG SAID LINE 481.92 FEET TO THE SOUTH LINE OF WEST 65TH STREET ABOVE DESCRIBED; THENCE EAST ALONG SAID LINE 90 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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