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GEORGE E. COLEO LEGAL FORMS

November 1994

JUNIOR MORTGAGE (ILLINOIS) For Use With Note Form No. 1447 96434691

GAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or Itness for a particular purpose.

June 6 19. 96 between THIS AGREEMENT, made American National Bank as Trustee u/t/a dtd 1/15/91 and known as Trust No. 113289-03, 33 North La Salle Street, Chicago Illinois (No. and Super) (City) (State) berein referred to as "Mortisgor," and Thomas Olson, Trustee and his successors of the Denst Design Irrevocable Annulty Trust dated 09/25/90 and the Jack Denst Design, Inc., and Illinois corporation (335 South Frenchese) Thomas Olson, Trustee and an Illinois corporation, /335 South Exchange, Chicago, Illinois (No. and Street) (City) (State) herein referred to as "Mortgagee," witnesseth: THAT WHEREAS The Mortgagor are justly indebted to the Mortgagee upon the Mortgage up Three Hundred Sixty Thousand _ DOLLARS $(5_{360,000.00}$ -), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors ploming to pay the said principal sum and interest at the rate and in installments is provided in

\$43,59 DEPT-01 RECORDING T48083 YRAN 9738 06/07/96 11:58:00 *-96-434691 44237 ₹ PIC COOK COUNTY RECORDER

Above Space for Recorder's Use Only

said note, with a final payment of the balance due on the _ ., 19_98 , and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 7335 South Exchange Avenue, Chicago, Illinois

NOW, THEREFORE, the Mortgagors to secure the payment of the said initial sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Pollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgager, and the Mortgager's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the

City of Chicago Cook IN SIZIT OF ILLINOIS, to wit: __ COUNTY OF __

Lot 28 in Jefferson's Subdivision of Block 38 in Canal Trustees' Subdivision of the North Half (N 1/2) of the North Half (N 1/2) of the Southeast quarter (SE 1/4) of the East Half (E 1/2) of the Southwest quarter (SW 1/4) of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois. See Rider Attached Hereto and by this Reference Incorporated Herein. S6234631 P.I.N.

1935 North Lincoln Avenue, Chicago, Illinois which, with the property hereinafter described, is referred to herein as the "premises,"

14-33-400-044-0000 Permanent Real Estate Index Number(s): .

1935 Morth Lincoln Avenue, Chicago, Illinois Address(es) of Real Estate:

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entiled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, scorm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, torever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

American National Bank as Trustec u/t/a dtd 01/15/91 #113289-03 The name of a record owner is: .

The covenants, conditions and provisions appearing on pages 3 and 4 attached are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

This Junior Mortgage is executed by the American National Bank and Trust Company of Chicago, 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 it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hersunder, or to perform any covenant either express or implied herein contained, ell such liability, if any, being expressly waived by Trustee and by every person ich or hereafter claiming any right or security hereunder, and that so far as the Picet Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said Note and the Luner or owners of and indebtedness accruing hereunder shall look solely to the iromises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

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

American National Bank and Trust Company of Chi	cago "
As Trustee a aforesaid, and not personally,	Attestation not required by American National Stank and Trust Company of Chicago Bylaws
President	Assistant Secretary
STATE OF ILLINOIS) COUNTY OF COOK)	14,

said national banking association, personally known to be the same persons whose names are subscribed to the foregoing instrument as such TRUST OFFICE: Vice-President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee for the uses and purposes therein set forth. JUN C 6 1996

Given under my	/ hand	and	Notarial	Seal	this
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day of dablescenced "OFFICIAL SEAL sion explicit NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 11/01/99

. 1996.

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2.

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- 1. Mortgagors shall (1) promptly repair, rescore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premites in good condition and repair, without waste, and free from prechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which have be secured by a lien or charge on the premises superior to the lien hereof, and upon sequest exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water tharges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgages the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgages's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburne the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgage (a) it might be unlawful to require Mortgagots to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagoes may elect, by notice in writing given to Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state naving jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiracion.
- 7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lies or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereof at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Morigagee making any payment hereby authorized relating to taxes or assessments, n ay do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any rax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when one according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 10. When the indebtedness hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenser which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expent evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by resson of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

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11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceeding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth,

any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien he cof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be

good and available to the party interposing same in an action at law upon the note hereby secured.

14. The Mortgager shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for

payment of taxes and assessments on the premises. No such deposit shall bear any interest.

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

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all

indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such realease.

18. This mortgage and all provisions hereof, the lextend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when wed herein shall include all such persons 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. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, Olynia Clarks Offica from time to time, of the note secured hereby.

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Attached and made a part of that certain

Junior Mortgage dated February ______, 1996 by and between

American National Bank, as Trustee under

trust agreement dated 1/15/91 and known as

Trust No. 113289-03, Mortgagor ("Borrower"), and

Denst Designs Irrevocable Annuity Trust dated 9/25/90,
and The Jack Denst Designs, Inc., an Illinois Corporation,

Mortgagees, (collectively "Lender")

- 1. <u>Senior Mortgage</u>. Borrower has concurrently executed and delivered to Flaza Bank, an Illinois banking association, (a) that certain note in the original principal amount of Four Hundred Fifty Thousand and no/100 Dollars (\$450,000.00) ("Senior Mortgage"). Lender acknowledges that this Mortgage is junior and subordinate to the lien of the Senior Mortgage to the extent of \$450,000.00
 - 2. Borrower's Covenants with Respect to Senior Instruments.
- (a) Borrower covenants and agrees to comply with all of the terms and provisions of the Senior Note and Senior Mortgage (collectively, "Senior Instruments"). If Borrower shall default in the performance of any term or provision contained in this Junior 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 Instruments, the said owner and holder shall become entitled to a lien on the Premises covered by this Mortgage and by the Senior Instruments, equal in rank and priority to the Senior Instruments, and in addition to the extent necessary to make effective such rank and priority (i) the Borrower shall become subrogated to receive and

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enjoy all of the rights, liens, powers and privileges granted to the Lender under the Senior Instruments, and (ii) 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.

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- (b) Borrower shall give Lender a copy of all notices given Borrower with respect to any of the Senior Instruments within five (5) days after receiving such notice.
- (c) Borrower shall not, without the prior written consent of Lender enter into any modification, extension, amendment, agreement or arrangement in connection with any of the Senior Note and Senior Mortgage or other Senior Loan documents, as the case may be.
- In the event Borrower is declared by the holder of the Senior Instruments to be in default with respect to any requirement of any of the Senior Instruments, Borrower agrees that said default shall constitute a default hereunder. Upon the occurrence of such default, in addition to any other rights or remedies available to Lender, Lender may, but need not, make any payment or perform any act required to cure or attempt to cure any said default under any of the Senior Instruments in any manner and form deemed expedient by Lender. Lender shall not be responsible for determining the validity or accuracy of any claim of default made by the Lender under the Senior Instruments and the payment of any sum by Lender

in curing or attempting to cure any alleged default or omission shall be presumed conclusively to have been reasonable, justified and authorized. Borrower hereby grants to Lender an irrevocable power of attorney, which 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 Mortgage. further agrees to execute a formal and recordable power of attorney granting such right at any time during the existence of this Mortgage if requested by Lender. All monies paid by Lender in curing any default under the Senior Instruments, including attorneys' fees and costs in connection therewith, shall bear interest from the date of dates of such payment at the default rate, shall be paid by Borrower to lender on demand, and shall be deemed 2 part of the indebtedness hereunder and recoverable as such in all respects. Any inaction on the part of the Lender shall not be construed as a waiver of any right accruing to Lender on account of any default hereunder.

- 4. Lender's Right to Prepay Senior Note. In the event of a Default hereunder, Lender may prepay the entire balance due under the Senior Note, and any prepayment fees or penalty incurred by Lender in connection with such prepayment shall bear interest from the date of such payment at the default rate, shall be paid by Borrower to Lender upon demand, and shall be deemed a part of the Indebtedness and recoverable in all respects.
 - 5. Transfer of the Property or a Beneficial Interest in

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Borrower. Borrower shall not sell, convey, transfer or assign, (a) the Property or any interest therein or any part thereof, or (b) the beneficial interest in Borrower if Borrower is not a natural person whether by operation of law or otherwise, without the prior written consent of Lender. In the event of such a sale, conveyance, transfer or assignment, Lender may, at its option, require immediate payment in full of all sums owed under the Note and this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Note.

- Except for the first mortgage recuring the Senior Mortgage, and this Junior Mortgage, Borrower represents and warrants that the Premises is free from any liens, security, interest, encumbrance or other right, title or interest of any other person, firm or corporation and Borrower further represents and warrants that the Premises shall remain free from such aforedescribed encumbrances until the obligations hereunder due Lender have been paid in full. Borrower agrees to defend the Premises against all claims and demands of all persons at any time claiming the same or any interest therein adverse to Lender.
- 7. Additional Events of Default. In addition to the event described in paragraph 3 hereof, the Borrower shall also be in default hereunder if: (a) any amount payable hereunder or any other amount owed Lender is not paid when due, or (b) the Borrower shall otherwise fail to perform any of the promises to be performed

by it hereunder or under any other agreement with Lender, or (c) any adverse change in the financial condition or operation of Borrower or any guarantor, which may cause the Lender in its sole discretion to reasonably deem itself insecure.

whenever the Borrower shall be in default as aforesaid, at the option of Lender, the entire unpaid amount due hereunder shall, and without notice or demand, become immediately due and payable.

- 8. Waiver. (a) The Borrower waives the benefit of any law that would otherwise restrict or limit Lender in the exercise of its right, which is hereby acknowledged, to set-off at any time hereafter any indebtedness owing from the Lender to the Borrower against any sums due and owing hereunder. The Borrower waives every defense, counterclaim or set-off which the Borrower may now have or hereafter may have to any action by Lender in enforcing this Note or the collateral securing this Note and ratifies and confirms whatever Lender may do pursuant to the terms hereof and with respect to such collateral and agrees that Lender shall not be liable for any error in judgment or mistakes of fact or law.
- (b) The Borrower waives any and all presentment, demand, notice of dishonor, protest, and all other notices and demands in connection with the enforcement of Lender's rights hereunder, and hereby consents to, and waives notice of the release with or without consideration of Borrower, of any guaranter and of any

collateral securing this Note. No waiver of default shall be effective or enforceable against the Lender unless contained in writing signed by the Lender. Any failure of Lender to exercise any right available hereunder or otherwise shall not be construed nor operate as a waiver of the right to exercise the same or any other right at any other time. No single or partial exercise by the Lender or any right or remedy shall preclude other or further exercises thereof or the exercise of any other right or remedy, all rights and remedies of Lender being cumulative.

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9. Payment of Costs and Fees. The Borrower agrees to pay all costs of collection and attorneys' fees paid or incurred in enforcing any of Lender's rights hereunder or in connection with any collateral securing this Note, or in defending any suit based on any act of commission or omission by the Lender with respect to any obligations of Lender.

Bank and Trust Company of Chicago, 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 it is expressly understood and agreed that nothing hereir or in Note secured by this Junior Mortgage shall be construed as creating any liability on said American National Bank and Trust Company of Chicago 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 liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder, and that so far

as American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of the Note secured by this Junior Mortgage and the owner or owners of and indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thersof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided or by action to enforce the personal liability of the any other maker of the Note or any guarantor.

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

> American National Bank and Trust Company of Chicago aforesaid, and not personally, as Trustee,

> > et officer

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President

Attest:

Allestation not required by Aniencan National Bank and Trust Company American National Assistant Secretar 100 Bylanes

State of Illinois SS. County of Cook ANNE M. MARCHERT a Notary Public in and for said aforesaid, DO HEREBY CERTIFY, that TRUST CHIEF President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and Secretary of said national banking association, personally known to be me to be the same persons whose names are subscribed to the Inual OFFERMA Vice-President and foregoing instrument as such Assistant Scrietary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said corporate scal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of sold national banking association, as Trustee for the uses and purposes therein set forth. JUN 0 6 1996 Given under my hand and Notacial Seal this day of 'OFFICIAL SEAL' ANNE M. MARCHERT NOTARY PUBLIC STATE OF ILLINOIS My commission expire

This instrument was prepared by Helen M. Jensen, 200 West Adams Street, Suite 2500, Chicago, Illinois 60606.

Mail this instrument to: Anthony A. Packard, 200 West Adams Street, Suite 2500, Chicago, Illinois 60606.

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My Commission Expires 04/23/98



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Property of Cook County Clerk's Office

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