D. Malachusk-FIRST BASK AND TRUST CO. OF ILLINOIS AU CASI NORTHWEST HWY.

(Corporate Trustee Form)

SALCHEE ILL (ESS 60067
THIS INDENTURE WITNESSETH: That the undersigned

96323967

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FIRST BANK AND TRUST COMPANY OF ILLINOIS

a corporation organized and existing under the laws of the STATE OF ILLINOIS not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated MARCH 22, 1995 and known as trust number , hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

FIRST BANK AND TRUST COMPANY OF ILLINOIS

a corporation organized and existing under the laws of the STATE OF ILLINOIS hereinafter referred to as the Mortgagee, the following real estate in the County of

COOK

ILLINOIS

LOTS 25, 26, 27 AND 28 IN PHILIPP'S AND FAY'S ADDITION TO CHICAGO BEING A SUBDIVISION OF THREE ACRES OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIP PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 678-680 NORTH PEORIA, CHICAGO, ILLINOIS P.I.N.: 17-08-221-009; 17-08-221-010; 17-08-221-011; 17-08-221-012

Together with all holdings, improvements, histores or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipments, or articles, whither in single units or or on the controlled, used to supply heat, gas, arrenditioning, water, light, power, refrigeration, ventilation or other terview, and any other thing how or her falle, therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows the second which is coverings, screen doors, in-adam bads, askings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said refreshed which is physically attached thereto or not), and also together with all essemblis and the rent, risuges and profits of said premises which are hereby pled of assigned, transferred and set over onto the Mortgagee, whether now due or hiseafter to become due as provided herein. The Mortgagee is needs subroy test to the rights of all mortgagees, hendedees and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said our dings, improvements, hatures, apportenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Morryages fore er, or the uses become set forth, free from all rights and benefits under the homestead, examption and valuation laws of any state, which said orbits and benefit and Morryages does hereby release and waive.

TO SECURE

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of

(\$ 1,800,000,00-----), which Note, together will interest thereon as therein provided, is payable in monthly installments of INTEREST ONLY ON ALL PRINCIPAL BALANCE OUTS ANDING BEGINNING MAY 8, 1996. Dollars ALL REMAINING PRINCIPAL AND INTEREST DUE ON LEVAND.

(\$), commencing the day of which payments are to be applied, first, to interest, and the balance to principal, until said jude tedness is paid in full.

12) any advances made by the Mortgages to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original. Not together with such additional advances, in a num in excess of Dollars (\$), provided that, nothing herein contained shall be considered as limiting the amounts that shall be ecured hereby when advanced to protect the accurity or in accordance with covenants contained in the Mortgage.

(1) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagor, is contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A (1) To pay said indebtedness and the taterest thereon as herein and in said note provided, or according to not agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches therein all taxes, special assertinglists, water charges, and assert charges against said property (including those hereinfore due), and to furnish Mortgage, upon (eduest), duplicate occepts therefor, and all such items astended against said property shall be conditionably decreed valid for the purpose of this requirement; (1) To keep the impirement on an isomorphisms astended against said property shall be conditionably decreed valid for the purpose of this requirement; (1) To keep the impirement on one of the independent and such other maintains and to privide public liability privile public liability and the purpose and such other insurance as the Mortgage may require to be insured against; and to privile public liability insurance and the Mortgage and independents is fully paid, or in case of foreclosure, and it is privile public liability to the Mortgage and such other insurance as the Mortgage during said period or periods. And contain the usual case against and to privile public liability and in case of foreclosure, in such companies, through such against on the Mortgage; and in case of foreclosure said payable to the confidence of sale, owner of sale owner of any grantee in a deed pursuant to foreclosure; and in case of loss under such policies, the Mortgage is authorized to adjourned to adjourned to adjourned to be signed by the Mortgage and in case of loss under such policies, the Mortgage is authorized to adjourned to adjourned to adjourned to be signed by the Mortgage and in receive and deliver on behalf of the Mortgage and in excessing product of loss receiver of any insurance care and in accordance of sale owners and in accordance of sale owners and in accordance of the property or upon the indebtedness hereby secured in its discretion. But mortgage is authorized to apply the proceeds of

the premises.

If norder to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness and other insurance required or accepted, the undersigned promises to pay to the Mortgagee a pro-rata portion of the current year taxes upon the disbussment of the ioun and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-wellth of such team which payments may, at the option of the Mortgagee, (a) be held by it and commingted with other such funds or its own funds for the payment of suc items; (b) be carried in a savings account and withdrawn by it to pay such items; or (c) be credited to the unpaid balance of said indebtedness as received that the Mortgagee savances upon this obligation sums sifficient to pay said terms as he same accrue and become payable. If the amount estimate to be sufficient to pay said items is not sufficient, the undersigned promises to pay the difference upon demands. If such sums are held or carried in a seving account or sectors account, the same are hereby piedged to further security this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.

billed without further inquiry.

C. This mortgage contract provides for additional advances which may be made at the option of the Mortgages and secured by this enertgage, and agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the usgoid balance of the note the secured by the amount of such advances the amount of such advances and the south of a section of such order and this contract as fully as if a such note and contract and such such advances and contract and advance and advance Agreement may be given and accepted for such advance and provision may need to different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract remain in a full force and effect as to said indebtedness including all advances.

D. That in case of failure to perform any of the covenants herein, Mortuagee may do on Mortgague's behalf everything so covenanted; that said Mortgague may do on Mortgague's behalf everything so covenanted; that said Mortgague may also do any act it may deem necessary to protect the lien herein; that Mortgague for any of the above purposes and such moneys together with interest therein at the highest rate for which it is aben lawful to contract shall become so much additional indebtedness secured by this mortgagee with the same priority as the original indebtedness secured by this mortgage with the same priority as the original indebtedness secured by this mortgage and be paid out of the tents or proceeds of sale of said premises if not observable, that it shall not be included in any decree foreclosing this mortgage and be paid out of the tents or proceeds of sale of said premises if not observable about the said the tents or proceeds of sale of said premises if not observable about the said the Mortgague to advance any moneys for any purpose nor to do any act hereunder; and the Mortgague shall not incur any personal liability because of anything it may do or omit to do hereunder;

That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Moreapor at the ereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage

rect; for at a state took, and to state of an interest of the fact; fact; fact; for the worth of said property or any part thereof becomes vested is a person other than the Mortgagor, the Mortgagor, the Mortgagor, the Mortgagor, on the said property or any part thereof becomes vested is a person other than the Mortgagor, the Mortgagor, the Mortgagor, on the said successor of successors in interest with reference to this mortgago and the debt hereby secured in the same manner as a the Mortgagor, and may forbear to suc or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the lifty of the Mortgagor hereunder or upon the debt secured;

That time is of the exerce benefit to be the property of property of the prope

administrators, successors and assigns of the Mortgagor, and this successors and assigns of the Mortgagor, and that the powers herein mentioned may be eservined as often as occasion therefor arises.

M. The corporate Trustee named herein being duly authorized to do so by the trust instrument or by any persons having a power of direction over the form of the execution hereof, covers any land which is improved with a divel ngl for not more than four families or is given to secure a loan to be used, in whole or in part, to finance the construction of a dwelling for not more than four families, or is given to secure a loan to be used, in whole or in part, to finance the construction of a dwelling for not more than four families.

N. The right is hereby reserved by the Mortgage to make partial river our releases of the mortgaged premises hereunder without notice to, or the consent, approval or agreement of other parties in interest, including junnor for ors, which partial release or releases shall not impair in any manner the consent, approval or agreement of other parties in interest, including junnor for ors, which partial release or releases the tendence of the mortgage on the mortgaged premises remaining, for releases of the mortgaged premises hereunder without notice to, or children of the indebtethess hereby secured.

1) This mortgage is executed by the undersigned hereby waverants that it posts tases full power and authority to execute this instrument) and it is examined to the properties of the power and authority to execute this instrument and it is examined to the properties of the power and authority to execute this instrument and it is examined to the properties of the power and authority to execute this instrument and it is examined to the properties of the power and authority to execute this instrument and it is examined to the properties of the power and authority to execute this instrument and it is examined to the properties of the power and authority to execute this instrument and it is examined to

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Truster as aforesaid, has caused these presents to be signed by its ASSISTANT TRUST OFFICER

ASSISTANT TRUST OFFICER

ASSISTANT TRUST OFFICER , A.D. 1905

NS6000000, this

875 day of APRIL.

TRUST YEMPANY OF ILLINOIS As Trustee as p ofesaid and not personally

Picerdan

TRUST OFFICER HILINOIS STATE OF

COUNTY OF LOOK

ZEKRYHE

I, the undersigned

DATE Y. MALACYUR

Note. y Public in

and for said County, in the State inforesaid, DO HEREBY CERTIFY THAT MICHAEL C. RAWITOVSKI ASSISTANT TRUST

personally known to me to be the OFFICER

PRESULENT OF FIRST BANK AND TRUST COMPANY OF ILLUSTRASS PRESENTANT TRUST Personally known to me to be the ASSISTANT TRUST OFFICER

A corporation, and MILPAEL C. WENTER

September of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers they signed and delivered the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Hoard of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth a corporation, and MICPAEL C. WINTER

GIVEN under my hand and Notarial Scal, this 8TK

OFFICIAL SEAL DAWN to MALACHUK HOTARY PURE COLLINOIS MY COMMISSION CONTRIBUTE OF THE ROOM SOLD MAT A COMMISSION OF THE

My Maladerale

Notary Public

.R DEPT-01 RECORDING T+0012 TRAN 0378 04/30/96 12:51:00 +6258 + ER *-96-323967 COOK COUNTY RECORDER

DEPT-10 PENALTY

\$20.00

STRDER

FIRST BANK & TRUST CO. OF ILLINOIS 300 E. MORTHWEST HIGHWAY PRIATING ILLINOIS GOORT

BOX 333-CTI