TRUST BEED FFICIAL COPY 3639548

| | \mathcal{U} | CTTC 11 | Ti | L ABOVE SPACE FOR | R RECORDER'S USE | ONLY | |
|--|---|--|--|---|--|---|--|
| THIS INDENTURE, of as Trustee U/ a corporation organize CHICAGO TITLE A TRUSTEE, witnesseth THAT, WHEREAS th legal holder or holders | IVA dated common the hand trust it is a Mortgagor i | July 15, 1978 sws of Ill COMPANY, un Il s justly indebted to | inois linois corporal o the legal hold | n as Trust No. ion doing business ler or holders of the | herein referred, in Chicago, Illino انشان الدر Instalment Note I | t individual to as "Mortgag pischerein referr comments hereinafter descri | lly gor," and red to as |
| ONE HUNDRED | THIRTY TW | O THOUSAND F | EVE HUNDREI | and 00/100 | | | Dollars. |
| evidenced by one certa | un instalment | Note of the Morig | agor of even da | te herewith, made pa | ayable to THE OR | DER OF BEARE | |
| instalments (including (\$1,162.78) Dollars or more on the | e valance of principal and | principal remaining interest) as follows of September | from time to One Thou | time unpaid at the r sand One Hund | rate of ten red Sixty Two | percent pera and 78/100 | nnum in |
| and 78/100 (| | | | fann oordil nood mood oo da | o theller maid assumed | shus sha faa aa | |
| Dollars or more on the principal and interest, of the indebtedness exprincipal; provided that per annum, and all of illinois then at the office of | if not soone, videnced by so the principal said principal, as the holde | poid, shall be due tid note to be fir all a each instalment all and interest being ers of the sote may | on the lst stapplied to is it unless paid w og made payab r, from time to | day of August ; nterest on the unpa hen due shall bear in | , 2017 All suid principal balance iterest at the rate of house or trust con | uch payments on ce and the rema of 13 mpany in N | account inder to per cent iles, |
|] | | | | | | in sa | ald City, |
| NOW, THEREFORE, provisions and limitations and also in consideration WARRANT unto the True lying and being in the to wit: | of this trust de | ed, and the performa One Dollar in hand one and assigns, the fo | rice i fithe cuvena poist, the receipt dloy in a described | nts and agreements her whereof is hereby ackn | em contained, by the nowledged, does by fi lits estate, right, title | Mortgagor to be pe hese presents CON | rformed, VEY and |
| Attached her | reto and n | nade a part he | ereof. | | | • | |
| Commonly kno | own as 760 | O N. Milwauk | e, Niles, | 11 60648 | | | • |
| Permanent Ir | ndex No. C | 9-25-210-066 | BEC | | | | + |
| This instrument w | | | , | | kee, Niles, I | LL 60648 | ! |
| which, with the property he TOGETHER with all in so long and during all sucsecondarily), and all apparatefrigeration (whether single doors and windows, floor whether physically attache mortgager or its successors. TO HAVE AND TO HO set forth. This trust deed consideed) are incorporated help accept to terms in withess whereof said montgager its Assistant Sec. | oprovements, teh times as Mortus, equipment e units or centre coverings, inaded thereto or he utilissigns shall but the premises ists of two parterion by reference the contraversites of the properties of the covering the contraversites of the covering | nements, easements, tigagor may be entitle or attrictes now or he ally controlled), and or beds, awnings, sto or, and it is agreed the considered as constituted in the said Trustee ges. The covenants ence and are a part attached her | ixtures, and appear thereto (which reafter therein o ventilation includings and water he had all similar aptuting part of the arts successors and conditions and hereof and shall be be and market the conditions and hereof and shall be becamed. | irtenances thereto below are pledged primarily thereon used to supply ing twithout restricting paratus, equipment or real estate. d assigns, forever, for the provisions appearily to be provisions appearily to be binding on the lace and part of the real estate. | y in on a parity willy hat, was, an condition to the foreign of the foreign of the foreign of the foreign of the foreign on page 2 (the Mortgagor, its successful of the signed by its A | ith said real estate tioning, water, light, eas, window shades a part of said reaced in the premises in the uses and trust everse side of this issues and assigns and assigns and assigns and trust to the president assigns and assigns and assigns and assigns and the president. | and not power, power, s, storm it estate by the s herein is trust Also |
| Said resolutions further prov | ride that the not | of said corporation before the described ma | y be executed on PARK! | behalf of said corporat VAY BANK AND T 11y 15, 1978 an | RUST COMPANY | as Trustec rust No. 451 | |
| The first transplantance of the state of the | | | not ind | Lvidually | | | |
| CORPORATE SEAL | | | | ATTEST: | | Assistan: Vice Pr | |
| STATE OF ILLINOIS. | | (t) | ne undersi | ned. | | Assistant Sec | cretary . |
| County of Cook | | a Notary Public in an | d for and residing | in said County, in the S | | | |
| | | | | nt of thePARKWA | | RUST COMPANY Assistant Sec | |
| Assis signe for t Secre said a | tant Vice Presid d and delivered he uses and pu ctary as custoda | rsonally known to me lent and Assistant Sec the said instrument a rposes therein set ful in of the corporate se | to be the same poretury, respective is their own free th, and the said of said Comp. | trsons whose names are ly, appeared before me and voluntary act and Assistant Secretary the my, did offix the corpo the free and voluntary | subscribed to the for this day in person and us the free and volun- en and there acknowled trate scal of said Com- | egoing invirument a d acknowledged that tury act of said Con- ledged thirt said. As pany to said instrum- pany to said instrum | is such it they npany, isistant hent as |

Notarial Scal Form 616 Trust Deed — Corporate Mortgagur R. 11/75

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| 7600 N. Milwaukee Ave. | | | RTTGE IT 60648 | |
| Described Propers of Above | ,, | • | Jay A. Sluczky 7749 N. Milwauke | |
| FOR RECORDER'S INDEX PURPOSES | <u> </u> | | | (X |
| -institution | | | <u>L TO:</u> | |
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| agot, acquiring any interest in or title to the premises | ent creditors of the motif | eout except dectee of Judgin | nd on behalf of each and every per ent to the date of this trust deed. | behalf as |
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| same shall be then occupied as a homestead or not and the tentes that the tentes and proults of said premises during the | remises or whether the | regard to the then value of i such receiver. Such receiver | ilden for such iscelver and willight. 1908 heitellich may be appolitious: | rij sy) Rij sy) |
| cessors or assigns, as their rights may appear, much bill is filled may appoint a receiver of said premises. The solvency or insolvency of Mortgagors at the time of | plus to Mottgagot, its such deed, the court in which | on the fore; fourty, which are one in the care. | cipal and interest, remaining unparts Spon, or at any time after the filling o | 7 '6 17 '6 |
| t the preceding paragraph hereof; second, all other items the note, with interest thereon as herein provided; third, | u penotinom asa es email () I yd bsonabiya isdi () isn | secured indebteday as addition | panses incident to the toteclosure partiels. | And ox |
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| lien or title or claim thereof, or redeem from any tax sale of the purposes herein authorized and all expenses paid or by Trustes or the holders of the note to protect the | ALI INGRESS DELIGI SOF ANY C | JUST BUX OF TRACES | ij jo togrijaja prik fillijajim ajaliaji | 101 10 |
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| piley and shall deliver all policies, including additional and iver renewal policies not less than ten days prior to the | to be attached to each po bout to expire, shail del | sne stanuerd mortgage claus , and in case of insurance : | ctive dates of expiration. The polities, to holders of the note ove, such remains to be evidenced by | a otta: |
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| at taxes, special assessments, water charges, sewer service tief to Trustee or to holders of the note duplicate receipts neer provided by statute, any tax or assessment which | abou wiitteu tednest' inti | "TITUE DUE 'AND HOUSE COUNTES | ce, to prevent default hereunder | i pare |
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| be secured by a lien or charge on the premises superior to to Trustee or to holders of the note; (d) complete within all requirements of law or | ilischarge of such prior lien Nocesa of erection upon s | SETELECTORY OVER CATE CONTROL IN L | nereot, and upon tequest some Monde time any building of build | 1991 9 E1 9U1 |
| entood yen dolaw sesiment als no sesteem to won a not los traines to stell tento to a subscient most sest los and test to traines to stell tento to a subscient most sest los | ind repair, without waste. | premises in good condition | sked of he destroyed; (b) keep said | arms b |
| E 1 (The Reverse Side of This Trust Deed): | | | | |

Lot 1 excepting therefrom that part thereof described as follows: Beginning at the Southeast corner of said Lot 1; thence West along the South line of said Lot 1 a distance of 5 feet to a point; thence Northeasterly along a straight line a distance of 4.83 feet to a point on the Northeasterly line of said Lot 1, said point being 5 feet Northwest of the point of beginning (as measured along the Northeasterly line of said Lot 1); thence Southeasterly along the Northeasterly line of said Lot 1 a distance of 5 feet to the point of beginning; all of Lot 2 and all of Lot 3, in William Zelosky's Howard Avenue Subdivision in the Northeast Quarter (1/4) of Section 25, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Address 7500 N. Milwaukee, Niles, IL 60648 or Cook Colling Clerk's Office

Permanent Index No. 09-25-210-066

IHISTRUST DEED is executed by PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee as atoresaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said PARKWAY BANK AND TRUST COMPANY) hereby watrants that it possesses tall power and authority for he full this instrument, and it expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said Fire Party or on said PARKWAY BANK AND TRUST COMPANY personally to pay the said note or any interest that may accrue therein, ir any indebtodies; at rusing hereunder, or to perform any convenant either express or implied herein contained, all such liability, if any, being expressly waised by Trustee and by every reason new or hereafter claiming any right or security hereunder, and that so lar as the First Party and its successors and said PAPS WAY BANK AND TR. ST COMPANY personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness according hereunder shall look some to the premises hereby conveyed for the payment thereof, by the enforcement of the first hereby created, in the manner herein and in said note provided or by across to enforce the personal liability of the guarantor, if any, IN WITNESS WHEREOF, PARKY AY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereumo affixed and attested by its Assistant Vice President, the day and year first

| of Parkway Bank Assistant Vice Presame persons who Officer, and Assist ed that they signed free and voluntary and the said Assist sea) of said Bank, during the said Bank, durin | ASSISTANT VICE PRESIDENT-TRUST OFFICER ASSISTANT VICE PRESIDENT ASSISTANT VICE PRESIDENT ASSISTANT VICE PRESIDENT Assistant Vice President-Trust Officer And Trust Company ident (Prikway Bankand Trust Company, who are personally known to me to be the see names are subscribed to the foregoing instrument as such Vice-President-Trust ant Vice President respectively, appeared before me this day in person and acknowledge and delivered the foregoing instrument as their own free and voluntary act and as the act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth; and voluntary act of said tank as Trustee as aforesaid, for the uses and purposes therein my hand and Notarial Scal (his Notary Paplic |
|--|---|
| IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENG ER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BI IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THI TRUST DEED IS FILED FOR RECORD. | herewith under identification No. |
| | ACCON CEOPERADY III |

ASST. SECRETARY

RIDER TO TRUST DEED

This Rider is attached to and made a part of that certain Trust Deed dated July 1, 1987, between PARKWAY BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 15, 1978, AND KNOWN AS TRUST NO. 4519 AND NOT INDIVIDUALLY, as Mortgagor and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, as Trustee for the property commonly known as 7600 N. Milwaukee, Niles, Illinois.

- 17. Any transfer by sale, gift, devise, operation of law, or otherwise or grant of any leasehold interest of more than three years or containing an option to purchase, of the fee title interest in all or any portion of the Mortgaged Premises shall have the same consequences as an event of default respecting the indebtedness due hereunder, and upon such transfer, the Trustee or the holders of the Note hereby secured, without prior notice or the elapse of any period of grace or the right to cure, shall have the right to declare all sums remaining unpaid immediately due and payable and, upon failure by the Mortgagor to make such payment within thirty (30) days of written demand therefor, the Trustee or the holders of the Note shall have the right to exercise all remedies provided in the Note, this Trust Deed or otherwise at law.
- performance of the obligations, covenants, and agreements secured hereby, the Mortgagor hereby assigns to the Trustee and the holders of the Note all leases already in existence and to be created in the future, together with all rents to become due under existing or future leases or tenancies. This assignment, however, shall be operative only in the event of the occurrence of a default hereunder, or under the Note or other instrument of collateral hereto, remaining uncured at the expiration of the grace period, if any, provided above in respect to such default; and in any such case the Mortgagor hereby confers on the Trustee and the holders of the Note the evolusive power, to be used or not be used in its sole discretion, to act as agent, or to appoint a third person to act as agent for the Mortgagor, with power to take possession of, and collect all rents arising from the Premises and apply such rents, at the option of the Trustee or the holders of the Note, to the payment of the mortgage debt, taxes, costs of maintenance, repairs, expenses incident to managing, and other expenses, in such order of priority as the Trustee or the holders of the Note in their sole discretion determine, and to turn any balance remaining over to the Mortgagor; but such collection of rents shall not operate as an affirmance of the tenant or lease in the event the Nortgagor's title to the Premises should be acquired by the Trustee or the holders of the Note. Trustee and the holders of the Note shall be liable to account only for rents and profits actually received by the Trustee or the holders of the Note. In exercising any of the powers contained in this section, the Trustee or the holders of the Note may also take possession of, and for these purposes use, any and all personal property contained in the Premises and used by the Mortgagor in the rental or leasing thereof or any part thereof.
- 19. If the holders of the Note hereby secured have not received the full amount of any monthly payment by the end of five (5) calendar days after the date it is due, a late charge in the amount of five percent (5%) of the overdue payment of principal and interest shall be promptly paid to the holders of the Note.
- 20. Mortgagor shall advise the holders of the Note hereby secured in writing within seven (7) days after the service on Mortgagor of any summons or other process or notice issued in any

action, suit, proceeding or matter affecting, or in which any judgment, decree, order or determination may affect or result in any lien or charge upon the mortgaged premises.

- 21. In addition to the monthly installments of principal and interest, Mortgagor shall pay to the Trustee or the holders of the Note hereby secured monthly payments of an amount equal to one-twelfth (1/12) of the annual insurance premiums and real estate taxes which may at any time be or become a lien upon the Premises, and on demand from time to time shall pay to the Trustee or the holders of the Note hereby secured such additional sums necessary to pay such premiums and taxes. At the option of the Trustee or the holders of the Note hereby secured, the Trustee or the holders of the Note may make such payments available to the Mortgagor for the payment of taxes and available to the Mortgagor for the payment of taxes and insurance, or may make such payments on the Mortgagor's behalf. All amounts so paid shall be deemed to be trust funds, but no interdst shall be payable thereon. If, pursuant to any provisions of this Trust Deed, the whole amount of said principal debt remaining becomes due and payable, the Trustee or the holders of the Note hereby secured shall have the right at its election to apply any amounts so held against the entire indebtedness recured hereby.
- Mortgagor shall have the privilege of prepaying all or part of the principal sum remaining unpaid hereunder at any time without penalty.
 - This Trust Deed day not be assigned by the Mortgagor.
- 24. This Trust Deed is a purchase money mortgage, to be recorded simultaneously with a deed executed and delivered this day by Trustee to Mortgagor, covering the real estate herein described, given to secure a portion of the purchase price expressed in said deed.
- The Trust Deed to which tols Rider is attached and made a part of is executed simultaneously with an Installment Note and chattel Mortgage bearing the same date as this instrument, in the principal sum of \$50,000.00, and also with an Installment Note and Trust Deed bearing the same date as this instrument, in the principal sum of \$317,500.00. Those two instruments are expressly incorporated herein by reference and made a part hereof, copies of which instruments are attained hereto and made a part hereof as Exhibit A.
- 26. Mortgagor expressly understands and agrees that any default under either or both of the aforesaid Trust Deeds shall constitute a default under this instrument and under each of the other aforesaid Trust Deeds and Notes and any unhald balance remaining due under the Note hereby secured and/or into on the other aforesaid Notes shall be accelerated and become due instanter.
- In addition to the occurrences stated in the Note, Deed and/or other instrument of security to which this Rider is attached, the occurrence of any of the following events shall (a) the failure of also constitute a default hereunder: Mortgagor to pay any of the obligations when due, whether by acceleration or otherwise; (b) the failure of Mortgagor to observe or perform any of the provisions of this Agreement or of any instrument pertaining to any obligation; (c) the making or furnishing by Mortgagor or the lender or the holder of the Note hereby secured of any representation, warranty, financial statement, or other information which shall have been false in any material respect when made or furnished; (d) the sale or other disposition by Mortgagor of any substantial portion of its assets or property, except in the ordinary course of business, or theft, loss, damage, destruction, encumbrance, levy, seizure, or attachment of or on the assets of Mortgagor securing this

Property of Cook County Clerk's Office

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TESTELL

instrument; (e) the death, insolvency, or cessation of business of Mortgagor or of any surety or guarantor of Mortgagor's obligations; (f) the commencement of any action or proceeding by or against Mortgagor under the Bankruptcy Act or under any other present or future state or federal law for the relief of debtors, or the appointment of a receiver or trustee for Mortgagor or any substantial part of their assets.

Upon the occurrence of any event of default, the Lender, Trustee, or the holders of the Note, in addition to its other remedies granted hereunder, is authorized in its discretion to declare any or all of the obligations to be immediately due and payable without demand or notice to Mortgagor and may exercise any one or more of the rights and remedies granted pursuant to this Agreement or given to a secured party under the Uniform Commercial Code of the State of Illinois, including without limitation the right upon default to take possession and sell, lease, or otherwise dispose of the assets of Mortgagor securing this instrument.

This Trust Deed has been made and executed pursuant to an Agreement dated May 20, 1987 between the makers and the holders of the Note, which this instrument secures, for the purchase and sale of certain property and assets located at and commonly known as 7600-7626 % Milwaukee, Niles, Illinois, and the provisions contained in said Agreement as to "Right of Set-Off" and the provisions contained in Paragraph 7, subparagraph G, relating in any manner to the torms "default and/or substantial default" are hereby incorporated in this Trust Deed by reference and made a sert hereof as though they were set forth hereof. part hereof as though they were set forth herein, and in the event of any conflict with the terms of this instrument, the Items contained in said Paragraph 7, subparagraph G, shall montrol.

WITNESS the hand and seal of the Mortgagor the day and year rst above written.

PARKWAY BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 15, 1978, AND KNOWN AS 4519 AND NOT INDIVIDUALLY

I HIS TRUST DEED is executed by PARKWAY BANK AND TRUST COMPANY, not personally Julias Trustee as aforesaid in the exercise of the power and authority to execute this instrument, and it 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 PARKWAY BANK AND TRUST COMPANY personally 10-by the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any convenant either express or implied herein contained all such liability, if any, being expressly waived by frustee and by every person now or hereatter claiming any right or security hereunder, and that so, a as the First Party and its successors and said PARKWAY BANK AND TRUST COMPANY personally are concerned, the legal holder or holders of said not and the owner or owners of any indebtedness accruing hereunder shall took solely to the premises 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 governor, if any.

IN WITNESS WHEREOF, PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee as afor said, has caused these presents to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Vice P esident, the day and year first above written.

PARKWAY BANK AND TRUST COMPANY As Trustee as aforesaid and not personally,

SR. VICE-PRESIFENT-TRUST OFFICER alune Jan ASSISTANT VICE PRESIDENT the undersigned

STATE OF ILLINOIS

COUNTY OF XXXXX DuPage

a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify, that

<u>Schreiber</u> Senior Rosanne DuPass

of Parkway Bank And Trust Company,
Assistant Vice President of Parkway Bank and Trust Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President-Trust Officer, and Assistant Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth: and the said Assistant Vice President then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank did affix the corporate seal of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th KATHLEEN CHENEY NOT ARY PUBLIC STATE OF ILLINOIS day of COMMISSION EXP. JAN 16,1991 COMMISSION EXP JAN 16.1991

A.D. 19 87 Notary Public

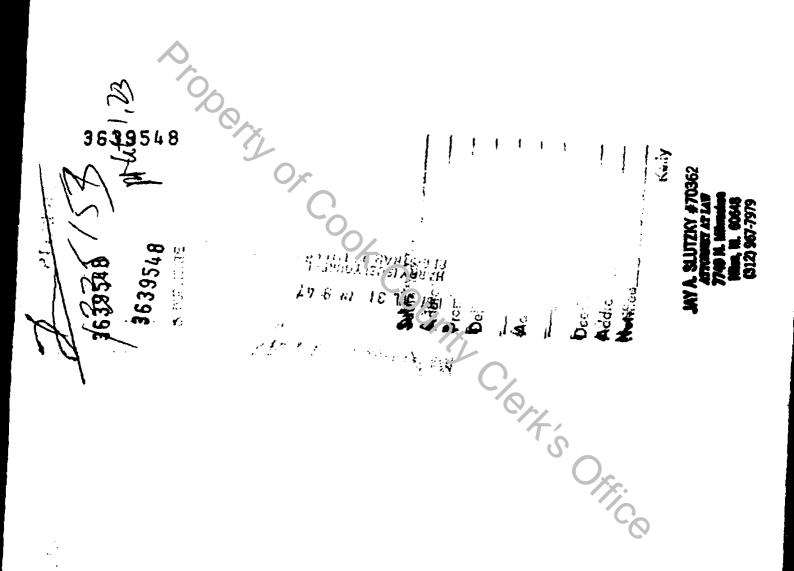
IMPORTANT

CEFICIAL SEAL

FOR THE PROTECTION OF BOTH THE BORROWER AND LEND-ER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified

herewith under Identification No. ...



1227:17

TSLGTL

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NOTARY PUBLIC

Given under my hand and Notarial Seal this day of July, 1987. torth. their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set President-Trust Officer and Asst. Vice-Fresident-Asst. Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said Corporation, for the uses and purposes voluntary act of said Corporation, for the uses and purposes therein set forth; and the said hast. Vice-President and Asst. Trust Officer, did also then and there acknowledge that he, as custodish of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation, did affix the said corporate seal of said corporate seal of said instrument as their own free and voluntary act and as the free and voluntary Vice-President and Asst. Trust Officer of said Jorporation, personsily known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sr. Vice-President-Trust Officer and Asst. Vice-President-Asst. Trust Officer and Asst. Vice-President-Asst. Trust Bank and Trust Company, and Assistant I, the undersigned, a Nothry Public in and for said County in the State aforesaid, DO HEREBY CFRITTY that Sr. Vice-President-Trust Officer of Parkway COUNTY OF STATE OF ILLINOIS) ATTEST County Clark's Office

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1 (a) the death, insolvency, or cesation of business of Mortgagor's or of any surety or guarantor of Mortgagor's of Mortgagor or of any surety or guarantor of Mortgagor's of Mortgagor's of Mortgagor's of Mortgagor's or guarantor of Mortgagor's of Mortgagor's of Mortgagor's or guarantor of Mortgagor's of Mortgagor's or guarantor of Mortgagor's or sealness or proceeding by or sealness or proceeding by the sealness of the Commencement of Mortgagor's or other or under any other or under any other or sealness.

