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THIS INSTRUMENT PREPARED BY:
L. J. CHAM
WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA
P.O. BOX 7076
PASADENA, CALIFORNIA 91109-7076

3788572

ALL NOTICES TO LENDER SHALL BE
MAILED OR DELIVERED TO THE ABOVE
ADDRESS.

LOAN NO. 1048957-2

Mortgage, Assignment of Rents and Security Agreement

This Mortgage (the "Instrument") is made this 13th day of APRIL, 1989, between
**RICHES BANK AND TRUST COMPANY, AN ILLINOIS CORPORATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER
A CERTAIN TRUST AGREEMENT DATED MAY 5, 1972 AND KNOWN AS TRUST NO. 72-08-802**

(the "Mortgagor") whose address is: **1406 NORTH HARLEM AVENUE
ELMWOOD PARK, ILL. 60636**

and **HOME SAVINGS OF AMERICA, F.A.**,
a federally chartered savings and loan association (the "Lender"), whose address is P.O. Box 7076, Pasadena, California 91109-7076.
WITNESSETH: Mortgagor irrevocably grants, conveys, transfers and assigns to Lender that real property in
Cook County, Illinois, described as:

**BOOK
LOT 102 AND LOT 103 IN LOEB'S RIVER PARK SUBDIVISION, ALL IN SECTION 27, TOWNSHIP 40
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF
RECORDED DECEMBER 23, 1969, AS INSTRUMENT NUMBER 1203277, IN BOOK 58 OF PLATS, PAGE 37,
IN COOK COUNTY, ILLINOIS.**

CURRENTLY KNOWN AS 3107 NORTH ELM STREET, RIVER GROVE, ILL. 60171

PHONE: 12-27-207-011 & 12-27-201-011

TOGETHER with all interests which Mortgagor now has or may hereafter acquire in or to said property, and in and to its full ownership and
rights of way appurtenant thereto, and all heretofore or hereafter vacated alleys and a real estate building sale property, (b) all buildings,
structures, improvements, fixtures and appurtenances now or hereafter placed thereon, including but not limited to, all fixtures,
appliances, machinery, equipment, engines, boilers, incinerators, building materials, appliances, and all goods of every nature whatsoever now
or hereafter located in, on or used, or intended to be used in connection with said property, including, but not limited to, signs (or the
purpose of supplying or distributing air conditioning, air conditioning, gas, electricity, water, air, refrigeration, ventilation, laundry, drying,
dishwashing, garbage disposal and other services; and all related machinery and equipment, fire protection and extinguishing apparatus,
security and access control apparatus, plumbing, bathtub, water heaters, water closets, sinks, ranges, ovens, refrigerators, dishwashers,
disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains, drapery rods, mirrors, cabinets,
porting, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants, pool equipment, and all other items and agreed that
such items, including replacements and additions thereto, be conclusively deemed to be affixed to and be part of the real property that is
conveyed hereby; (c) all cabinets, shelving, furniture, displays, lights, machinery and other trade fixtures attached or otherwise installed on
and property used for a trade or business, if being intended and agreed that such items, including replacements and additions thereto, be
conclusively deemed to be affixed to and be part of the real property that is conveyed hereby; (d) all royalties, mine, oil and gas rights
and profits, water and water rights (whether or not appurtenant) owned by Mortgagor and shares of stock pertaining to such water or water
rights, ownership of which affects said property; and (e) the rents, issues, issues, and profits of all properties covered by this instrument
and (f) all accounts, accounts receivable, chattel paper, insurance claims, condemnation awards, general intangibles, contract rights,
instruments, documents and other rights of Mortgagor arising out of or related to Mortgagor's ownership of such property, SUB. ECT.
HOWEVER, to the terms and conditions herein set forth, Mortgagor agrees to execute and deliver, from time to time, such further
instruments as may be requested by Lender to evidence or confirm the lien of this instrument on any such properties. The properties
conveyed to Trustee hereunder are hereinafter referred to as the "Property".

FOR THE PURPOSE OF SECURING:

(1) Payment of the sum of \$ 198,000.00 with interest thereon, in accordance with the terms of a promissory
note of even date herewith and having a final maturity date of MAY 15, 2019 made by Mortgagor
payable to Lender or order, and all modifications, extensions or renewals thereof (the "Note"); (2) Payment of each additional sums with
interest thereon; (3) as may be hereafter advanced by Lender pursuant to paragraph 34 hereof (herein "Future Advances"); and (4) as may
be incurred, paid out, or advanced by Lender, or may otherwise be due Lender under any provision of this instrument; (5) if this is a
construction loan, performance by Mortgagor of the covenants and agreements contained in a construction loan agreement between
Mortgagor and Lender, of even date herewith, as provided in paragraph 17 hereof; (6) Performance of each covenant of Mortgagor con-
tained herein or incorporated herein, by reference or contained in any other agreements or covenants executed by Mortgagor relating to
the loan secured hereby; (7) If this loan is secured by a leasehold, performance and keeping by Mortgagor of each of the covenants and
agreements required to be kept and performed by Mortgagor as lessee pursuant to the terms of the lease and any and all other instruments
creating Mortgagor's leasehold interest in or defining Mortgagor's rights as lessee in respect to the Property; (8) Performance by
Mortgagor with each and every monetary obligation to be performed by Mortgagor under any recorded covenants, conditions and restric-
tions pertaining to the Property; (9) Lender's option, payment with interest thereon, of any other present or future indebtedness or
obligation of Mortgagor (or of any successor in interest of Mortgagor to such Property) owing to Lender, whether created directly or
acquired by absolute or contingent assignment, whether due or not, whether otherwise secured or not, or whether existing at the time of
the execution of this instrument or arising thereafter, the exercise of such option to be evidenced by a notice in writing to Mortgagor or any
successor in interest to Mortgagor; (10) Performances of all agreements of Mortgagor to pay fees and charges to the Lender relating to the
loan secured hereby; (11) Payment of charges, as allowed by law when such charges are made, for any statement issued by Lender regarding
the obligation secured hereby.

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to grant, convey, transfer and
assign the Property to Lender.

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Property of Cook County, Ill.

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Mortgagor shall not surrender the leasehold estate and interest herein conveyed nor terminate or cancel the ground lease creating said estate and interest, and Mortgagor shall not, without the express written consent of Lender, alter or amend said ground lease. Mortgagor covenants and agrees that the above shall be a condition of the ground lease or of the leasehold estate created thereby, with the fee estate covered by the ground lease by reason of said leasehold estate or of the leasehold estate created thereby, coming into common ownership, unless Lender shall consent in writing to such action. Mortgagor shall not surrender or terminate this instrument shall simultaneously and without further action be spread so as to become a lien on such fee estate.

(7) Use of Property. Unless required by applicable law or unless Lender has otherwise agreed in writing, Mortgagor shall not allow changes in the use for which all or any part of the Property was intended at the time this instrument was executed. Mortgagor shall not initiate or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent.

(8) Protection of Lender's Security. If Mortgagor fails to perform the covenants and agreements contained in this instrument, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, building code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including, but not limited to: (a) disbursement of attorneys' fees; (b) entry upon the Property to make repairs or otherwise to protect the same as security for the indebtedness secured by this instrument; (c) procurement of satisfactory insurance, as provided in paragraph 5 hereof; and (d) if this instrument is on a leasehold, exercise of any option to draw or extend the ground lease on behalf of Mortgagor and the curing of any default of Mortgagor in the terms and conditions of the ground lease.

Any amounts disbursed by Lender pursuant to this paragraph 8, with interest thereon, shall become additional indebtedness secured by this instrument. Unless Mortgagor and Lender agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate as adjusted from time to time in accordance with the terms of the Note, compounded monthly, unless collection from Mortgagor of interest at such rate would be contrary to applicable law. In which event such amounts shall bear interest at the highest rate which may be collected from Mortgagor under applicable law. Mortgagor hereby covenants and agrees that Lender shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by any advances made by Lender hereunder. Nothing contained in this paragraph 8 shall require Lender to incur any expense or take any action hereunder.

(9) Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property.

(10) Books and Records. Mortgagor shall keep and maintain at all times at Mortgagor's address as provided in the Note, or such other place as Lender may approve in writing, complete and accurate books of accounts and records, in accordance with generally accepted accounting principles, consistently applied, adequate to reflect correctly the results of the operation of the Property and copies of all written contracts, budgets, change orders, leases and other instruments which affect the Property. Such books, records, contracts, budgets, change orders, leases and other instruments shall be subject to examination and inspection at any reasonable time by Lender. Within seven days of Lender's request, Mortgagor shall furnish to Lender a balance sheet, a statement of income and expenses of the Property and a statement of changes in financial position, each in reasonable detail and certified by Mortgagor and, if Lender shall require, by an independent certified public accountant. Mortgagor shall furnish, together with the foregoing financial statements and at any other time upon Lender's request, a schedule for the Property, certified by Mortgagor or Mortgagor's beneficiary, showing the names of each tenant and for each tenant, the space occupied, the lease expiration date, the rent payable and the rent paid, in addition to the foregoing, at Lender's request, Mortgagor shall furnish such financial statements and other documents or records within 120 days following the close of each calendar year. All financial statements and other documents or records pursuant to this paragraph 10 shall be provided at Mortgagor's sole expense.

(11) Condemnation. Mortgagor shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect or whether by eminent domain or otherwise, of the Property, or part thereof, and Mortgagor shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing. Mortgagor authorized Lender, at Lender's option, as attorney-in-fact for Mortgagor, to commence, appear in and prosecute, in Lender's or Mortgagor's name, any action or proceeding relating to any such condemnation or other taking of the Property, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any such condemnation or other taking of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender subject, if this instrument is on a leasehold, to the rights of the lessor under the ground lease.

Mortgagor authorizes Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to restoration or repair of the Property or to payment of the sums due under this instrument, whether or not then due, in the order of application set forth in paragraph 13 hereof, with the usual, reasonable attorney's fees. Unless Mortgagor and Lender so hereby agree in writing, the application of proceeds to principal shall not extend or preclude the due date of the monthly installments referred to in paragraphs 11 and 12 hereof, or change the amount of such installments. Mortgagor shall not use such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or other taking of Lender may require.

(12) Lien Not Released. From time to time, Lender may, at Lender's option with respect to the Property, accept or receive from Mortgagor, Mortgagor's successors or assigns or of any junior lienholder, a security instrument, including a deed of trust, mortgage and notwithstanding that Mortgagor or any other covenant or agreement of Mortgagor in any instrument, extending the due date of payment of said indebtedness or any part thereof, or the payments thereon, release any other person, secondarily or otherwise, liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of, and indebtedness, obligations on the lien of this instrument any part of the Property, take or release other or additional security, receive or accept any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or substitution agreement, and agree in writing with Mortgagor to modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable thereunder. Any actions taken by Lender pursuant to the terms of this paragraph 12 shall not affect the obligations of Mortgagor or Mortgagor's successors or assigns to pay the sums secured by this instrument and to observe the covenants of Mortgagor contained herein, shall not affect the guaranty of any person, corporation, partnership or other entity for payment of the indebtedness secured hereby, and shall not affect the lien or priority of lien hereof on the Property. Mortgagor shall pay Lender a reasonable service charge, together with such other insurance premiums and attorneys' fees as may be incurred, at Lender's option, for any such action if taken at Mortgagor's request.

(13) Forbearance by Lender Not a Waiver. No waiver by Lender of any right under this instrument shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this instrument or of any provision of this instrument as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence. By accepting or payment of any sum secured hereby after its due date or by making any payment or performing any act on behalf of Mortgagor that Lender was obligated hereunder but failed to make or perform, or by adding any payment so made by Lender to the indebtedness secured by this instrument, Lender does not waive its right to require prompt payment when due of all sums so secured or to require prompt performance of all other acts required hereunder or to declare a default for future so to pay.

(14) Estoppel Certificate. Mortgagor shall within ten days of a written request from Lender, furnish Lender with a written statement, duly acknowledged, setting forth the sums secured by this instrument and any right of set-off, counterclaim or other defenses which exists against such sums and the obligations of this instrument.

(15) Uniform Commercial Code Security Agreement. This instrument is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Mortgagor hereby grants Lender a security interest in said items. Mortgagor agrees that Lender may file this instrument, or a reproduction thereof, in the appropriate records or index for Uniform Commercial Code filings as a financing statement for any of the items specified above as part of the Property. Any reproduction of this instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this instrument in such form as Lender may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. Upon Mortgagor's breach of any covenant or agreement of Mortgagor contained in this instrument, including the covenants to pay when due all sums secured by this instrument, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may invoke the remedies provided in paragraph 21 of this instrument as to such items. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property, separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in paragraph 21 of this instrument.

(16) Lease of the Property. As used in this paragraph 16, the word "lease" shall mean "sublease" if this instrument is on a leasehold. Mortgagor shall comply with and observe Mortgagor's obligations as landlord under all leases of the Property or any part thereof. Mortgagor, at Lender's request, shall furnish Lender with executed copies of all leases now existing or hereafter made of all or any part of the Property, and all leases now or hereafter entered into will be in form and substance subject to the approval of Lender. Unless otherwise waived by Lender, all leases of the Property shall specifically provide that such leases: (a) are subordinate to this instrument; (b) that the tenant attests to Lender, such attestation to be effective upon Lender's acquisition of title to the Property; (c) that the tenant agrees to execute such further evidences of attestation as Lender may from time to time request; (d) that the attestation of the tenant shall not be terminated by foreclosure; and (e) that Lender may, at Lender's option, accept or reject such attestation. Mortgagor shall not, without Lender's written consent, execute, modify, surrender or terminate, either orally or in writing, any lease now existing or hereafter made of all or any part of the Property providing for a term of three years or more, permit an assignment or sublease of such a lease without Lender's written consent, or request or consent to the subordination of any lease of all or any part of the Property to any lien subordinate to this instrument. If Mortgagor becomes aware that any tenant proposes to do, or is doing, any act or thing which may give rise to any right of set-off against rent, Mortgagor shall: (i) take such steps as shall be reasonably calculated to prevent the accrual of any right to a set-off against rent; (ii) notify Lender thereof and of the amount of said set-off; and (iii) within ten days after such accrual, reimburse the tenant who shall hereafter sue shall continue to be payable without set-off or deduction.

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(34) Future Advances. Upon receipt of a check or other payment from the Lender hereunder prior to release of this Mortgage, the Mortgagee may make future advances to the Mortgagor. Such future advances shall be secured by this Mortgage as provided by promissory notes creating that such notes are secured hereby. At all times and the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith, to protect the security of this Mortgage, exceed the original amount of the Note.

(35) Waiver of Right of Redemption. Mortgagor has been directed by its beneficiary to and hereby does waive any and all rights of redemption from this and any other order of foreclosure of this Mortgage on its own behalf and on behalf of each and every person, except decedent or judgment creditors of the Mortgagor acquiring an interest in or title to the Property subsequent to the date of this Mortgage.

This Mortgage is executed by Midwest Bank and Trust Company, An Illinois Corporation 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 by the Lender herein and by every person now and hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on said Trustee personally to pay said Note or any interest thereon, or any indebtedness securing hereunder or to perform any covenants therein expressed or implied herein contained, all such liability, if any, being expressly waived, and that any recovery for any breach of any warranty contained in this Mortgage and any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the Property hereby mortgaged by enforcement of the provisions hereof and of said Note, and any other instrument given to secure Note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said Note.

(36) General Provisions. (a) This Mortgage apportioned, inures to the benefit of, and binds, all parties hereto and their successors and assigns. (b) This Mortgage shall remain the property of Midwest Bank and Trust Company, An Illinois Corporation.

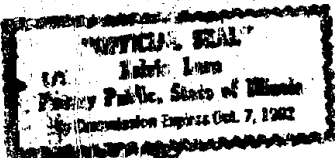
CONVEYANCE. (a) The Trustee and whom the collect party executed the owners of the beneficial interest in Trust No. 72-05-802 and their respective personal representatives, heirs, executors and assigns; (b) the term "Lender" shall mean the owner and holder (including a pledgee) of any note secured hereby, whether or not named as Lender herein; (c) wherever the context so requires, the masculine, feminine, and neuter genders each includes the other, the singular number includes the plural, and vice versa; and (d) captions and paragraph headings and section are for convenience only, and shall not be used in construing it.

IN WITNESS WHEREOF, MORTGAGEE has executed this instrument and has caused the same to be executed by its representative thereunto duly authorized.

Midwest Bank and Trust Company, An Illinois Corporation, TRUSTEE UNDER TRUST AGREEMENT IN DEED
MAY 3, 1971, AND KNOWN AS TRUST NUMBER 72-05-802
As Trustee as aforesaid, and in its personal or individual capacity
By: *[Signature]* Asst. Secretary
By: *[Signature]* Vice President

STATE OF ILLINOIS }
COUNTY OF COOK }
Zelvia Lars, a Notary Public, in and for, and residing in Cook County, in the State aforesaid, DO HEREBY CERTIFY that Barbara Love and Chester S. Szyka, the Vice President and Asst. Secretary, respectively, of Midwest Bank and Trust Company, personally known to me to be the same persons whose names are subscribed in the foregoing instrument, as such Vice President and Asst. Secretary, respectively, appeared before me this day in person and being first duly sworn by me severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth and the said Asst. Secretary, as custodian of the corporate seal of said company, did affix the corporate seal of said company to said instrument as said Secretary's own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this 15th day of April, 1971.
[Signature]
Notary Public



5-119585

RECORDED IN BOOK OF ILLINOIS
CHICAGO, ILLINOIS 60608

Address: 788572
Dead to: 788572
Notary Seal: 788572
APR 20 1971

788572

IS DUPLICATE

1/14/69