MORTGAGE



3919474

THIS MORTGAGE made October 3, 1990 by and between FIRST NATIONAL BANK OF CICERO, a national banking association duly authorized to accept and execute trusts in the State of Illinois, not personally, but as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said association in pursuance of a Trust Agreement dated April 24, 1973 and known as Trust No. 3809 (the "Mortgagor"), and the FIRST NATIONAL BANK OF CICERO (the "Mortgagor").

#### WITHESSETH:

NOW, THEREFORE, Mortgagor, in consideration of said debt and to secure the payment of both principal and interest thereof, in accordance with the terms and provisions of the Note and in accordance with the terms, provisions and limitations of this mortgage, and to secure the performance of the covenants and agreements herein and in the Note contained, to be performed by Mortgagor, does by these presents MORTGIGE, GRANT, REMISE, RELEASE, ALIEN and CONVEY unto Mortgagee, its successors and assigns, the real estate described in Schedule A attached hereto and made a part hereof and all of its estate, right, title and interest therein, situate, lying and being in the City of Berrow, County of Cook and State of Illinois which, with the property hereinafter described, is referred to as the "premises,"

TOSETHER with all improvements, tenements, easements, fixtures, and appurtenences thereto pertaining or belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primerily and on a parity with said real estate and not secondarily), and including but not limited to all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, ourtain fixtures, partitions, attached floor covering, now or hereafter therein or thereon and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply

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# Soon Or Co

Lot 47 (except the South 18 Feet Thereor) and Lot 48 in Berwyn Gardens, A Subdivision of the South 1271.3 Feet of the Southwest's of Section 19, Township 39 North, Range 13, East of the Third reincipal Meridian, in Cook Contion Office County, Illinois.

PIN: 16-19-331-001 ----

C/K/A: 2101-11 B. Grove Avenue Berwyn, IL.

RETURN TO:

WILLIAM C. ANDRESCH Senior Vice President FIRST NATIONAL BANK OF CICERO 6000 W. Cermak Road Cicero, IL. 60650

heat, gas, air cooling, air conditioning, water, light, power, sanitation, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), all other fixtures, apparatus, equipment, furniture, furnishings, and articles used or useful in connection with the operation of a building now or hereafter located upon said premises, it being understood that the enumeration of any specific articles of property shall in nowise result in or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agrand and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall for the purpose of this mortgage be deemed to be real estate and conveyed and mortgaged hereby. Le to any of the property aforesaid declaration and agreement) does not so form a part and parcel of the real estate, this montgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Hortgager hereby grants to Mortgagee as Secured Party (as said term to defined in the Uniform Commercial Code), securing seid indebtedness and chligations.

TO HAVE AND TO HOLD the premises unto the said Mortgages, its successors and assigns, forever, for the purposes and uses herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

Haintenance, Repair and Restoration of Improvements, Payment of Prior Liens. Etc.

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep the premises in good condition and repair, without waste, and free of mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises on a parity with or superior to the lien hereof and comply with all requirements of all loan documents evidencing or securing such indebtedness; and upon request, exhibit astisfactory evidence of the discharge of such prior lien to Mortgagee; (d) complete within a reasonable time any building or buildings or any improvements now or at any time in the process of erection upon the premises; (e) comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the premises and the use thereof; (f) make no material alterations in the premises accorded by law or municipal ordinance; (g) suffer or permit no change in the general nature of the occupancy of the premises, without Mortgagee's written consent; (h) initiate or acquiesce in no soning variation or reclassification, without Mortgagee's prior written consent; (i) pay each item of indebtedness secured by this mortgage when due according to the terms hereof or of the Note.

#### Payment of Taxes

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Mortgages duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in 500 manner provided by statute, any tax or essessment which Mortgagor may featre to contest.

#### Tex Deposits

Hortgagor covenants and agrees to deposit upon request of Mortgagee at such place as Mortgagee may from time to time in writing appoint, and in the absence of such appointment, then at the office of Mortgagee on the day monthly installments of principal or interest are payable under the Note (or (n unother day designated in writing by Lender), until the indebtedness secured by this mortgage is fully paid, a sum equal to one-twelfth of the last total annual taxes and assessments for the last ascertainable year (general and special) on said premises (unless said taxes are based upon assessments which exclude the improvements or any part thereof now constructed, or to be constructed, in which event the amount of such deposits shall be based upon Mortgagee's reasonable estimate as to the amount of taxes and assessments to be 15/3ed and assessed). Hortgagor, concurrently with the assignment of this most gage, will also deposit with Mortgagee an amount, based upon the taxes and assessments so ascertainable or so estimated by Mortgagee, as the case may be for taxes and assessments on said premises, on the accrual basis, for the period from January 1, succeeding the year for which all taxes and assemblents have been paid, to and including the date of the first deposit in this sention hereinabove Such deposits are to be held without any allowance of interest and are to be used for the payment of taxes and assesbhents (general and special) on the premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes of assessments (general and special) for any year when the same shull become due and payable. Montgagor shall within ten (10) days a reneipt of Gemand therefor, deposit such additional funds as may . 'ary to pay auch taxes and assessments (general and special) in fu the funds so deposited exceed the amount required to pay such sax 'd massaments (general and special) for any year, the excess shall plied on a subsequent deposit or deposits.

#### insurance

- 4. Mortgagor shall produce and maintain the following insurance coverage with respect to the premises:
- (a) All buildings and improvements now or hereafter situated on the premises insured against loss or damage by fire, tornado, windstorm and

extended coverage perils and such other hazards as may ressonably be required by Mortgagee (including, without limitation on the generality of the foregoing, war damage insurance in the opinion of Mortgagee such protection is necessary and is available from an agency of the United States of America) in an amount which is the greater of the principal amount of the loan secured hereby or ninety percent (90%) of the replacement value of the buildings and improvements constituting the premises or, in such greater amount as may become necessary to prevent the application of any provision in such insurance policy relating to coinsurance:

- (b) Liobility insurance with such limits for personal injury and death and property damage as Mortgagee may require;
- (a) Flood Insurance in an amount satisfactory to Mortgagee if the premises should ever be included in a special flood hazard area as designated by the Feder 12 Insurance Administration; and
- (d) Loss of rental insurance in an amount equal to the full value of twelve (12) months' rent under leases in effect, from time to time, for the lease of any apace in the promises.
- All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfuctory to Mortgagee, with mortgagee clauses attached to all policies in favor of and in form satisfactory to Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without ten (10) days' prior written notice to Mortgagee. No bgagor shall deliver all policies, including additional and renewal policies, together with evidence of payment of premiums thereon, to Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than thirty (30) days prior to their respective dates of expiration.

Hortgegee's Interest in and Use of Deposition

5. In the event of a default in any of the provisions contained in this mortgege or in the Note, Hortgagee may at its option, without being manufred to do so, apply any monies at the time on deposit pursuant to any manufact, as any one or more of the same may be abligations herein or in the Note when the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the premises. Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall be held to be irrevocably applied by the depositary for the purposes for which made hereunder and shall not be subject to the direction or control of Mortgagor; provided, however, that neither Mortgagee nor said depositary shall be liable for any failure to apply to the payment of taxes and assessments or insurance premiums any amount so deposited unless Mortgagor, while not in default hereunder, shall have requested said depositary in writing to make application of such funds to the payment of the particular taxes or assessments or the payments of

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the particular insurance premiums as the case may be for payment of which they were deposited, accompanied by the bills for such taxes and assessments or insurance premiums.

### Adjustment of Losses with Insurer and Application of Proceeds of Insurance

6. In case of loss, Hortgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby anthorized to either (a) to settle and adjust any claim under auch insurance policies without consent of Mortgagor, or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the 2014. In either case Mortgagee is authorized to collect end receipt for any Euch insurance money. Buch insurance proceeds may, at the option of Hortgager, either be applied in payment or reduction of the indebtedness secured heroby, whether due or not, or be held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoration of buildings or improvements on said premises. The buildings and improvements shall be so restored or rebuilt as to be of at least equal value and aubstantially the same character as prior to such damage or destruction. In the event Mortagor is entitled to reimbursement out of insurance proceeds, such proceeds exall be made available, from time to time, upon Mortgagee's being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractors, sworn statements and other evidence of cost and of payments as Mortgagee may reasonably require and approve. If the estimated cost of the work spaceds ten percent (10%) of the original principal amount of the indebtechess secured hereby, Mortgagee shall also be furnished with all plans and specifications for such rebuilding or restoration as the Mortgagee may reasonably require and approve. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed, from time to time, and at all times the undiabursed balance of alld proceeds remaining the the hands of Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

In case of loss after foreclosure proceedings have ton instituted, the proceeds of any such insurance policy or policies of not applied as aforesaid in rebuilding or restoring the buildings or improvements, shall be applied in payment or reduction of the indebtedness secured hereby or in payment or reduction of the amount due in scoordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if it shall then be entitled to the same or as the court may direct. In case of the foreclosure of this mortgage, the court in its decree may provide that the mortgagee's clause attached to each of said insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said decree creditor; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statute in such case made and provided, then and in

every such case, each successive redemptor may cause the preceding loss clause attached to each insurance policy to be cancelled and a new loss clause to be attached thereto, making the loss thereunder payable to such redemptor. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

#### Stamp Tax

7. If, by the laws of the United States of America or of any state having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the iscuance of the Note, or recording of this mortgage, Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to hold harmless and agrees to indemnify Mortgagee, its successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Note, or recording of this Mortgage.

#### Prepayment

8. At such time as Morcesgor is not in default either under the terms of the Note or under the terms of this mortgage, the Mortgagor shall have the privilege of making prepayments on the principal of the Note (in addition to the required payments) in a cordance with the terms and conditions set forth in the Note.

#### Effect of Extensions of Time

9. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the accurity be released, all persons now or at any time hereafter liable thereon, or interested in the premises, shall be held to assent 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 Mortgagee, notwithstanding such extension, variation or neicesse.

#### Effect of Changes in Laws Regarding Taxation

10. In the event of the enactment after this date of any law of the atate in which the premises are located deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee'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 Holders, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for

Mortgagee (a)it might be unlawful to require Mortgagor to make auch payment or (b) the making auch payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in auch event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (50) days from the giving of auch notice.

#### Mortgages's Performance of Defaulted Asta. Subrogation

11. In case of default therein, Mortgagee may, but need not, make any payment or perform any act herein or in any losh documents evidencing of electring the indebtedness secured hereby or any indebtedness secured by a prior encumbrance, required of Mortgagor, 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 lien or other prior lien or title or claim the fof, or redeem from any tax sale or forfeiture affecting the premises or contest any tax or assessment. All moneys paid for any of the purposes leadin authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the premises and the lien hereof, shall be so much additional indebtedness ascured hereby, and shall become immediately due and payable without notice and with interest thereon at the post maturity rate. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it (n becount of any default on the part of Hortgagor. Should the proceeds of the Note or any part thereof, or any amount paid out or advanced hereunder by Mortgagee, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or enoumbrance upon the premises or any part thereof on a parity with or prior or superior to the lien hereof, then de additional security hereunder, the Mortgagee shall be aubrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtodness, however remote, regardless of whether said liens, charges and indebtedness are sequired by assignment or have been released of record by the holder thereof upon payment.

#### Mortgagee's Reliance on Tax Bills, Etc.

12. Mortgagee in making any payment hereby authorical: (a) relating to taxes and assessments, may do so according to any bill, atatement or estimate produced from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity of amount of any claim for lien which may be asserted.

#### Acceleration of Indebtedness in Case of Default

13. If (a) default be made for five (5) days after written notice in the due and punctual payment of the Note, or any installment due

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in accordance with the terms thereof, either of principal or interest; or (b) Mortgagor or any affiliated Person shall file a petition in voluntary bankruptcy or under any provision of the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within ten (10) days, as hereinafter provided; or (c) Hortgagor or any affiliated Person shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for Hortgagor or any Affiliated Person or for all of its property or the major part thereof in any involuntary proceeding for the reorganization, dissolution, Adjuidation or winding up of Mortgagor or any Affiliated Person, and such trustee or receiver shall not be discharged or such jurisdiction religioushed or vacated or stayed on appeal or otherwise stayed within tem (10) days; or (d) Hortgagor or any Affiliated Person shall make an assignment for the benefit of oreditors, or shall admit in writing its insbility to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part thereof; or (a) Mortgagee shall have the right to declare the indebtedness secured hereby due and payable purauant to paragraph 34 heriof; or (f) upon the release or threat of release of any hazardous materials on or from the premises, upon the issuance of an administrative order to take action to protect public health and welfare and the environment ryom an imminent and substantial endangerment arising from a release or threat of release of any hazardous materials on or from the premises, it eny proceedings be instituted arising from the release or threat of release of any hazardous materials on or from the premises, or if any material citation 29 issued for, or if any material fine or penalty is imposed for, or if any propeedings are instituted arising from, the violation of federal, state or local environmental laws, ordinances, rules, regulations or policies; or (g) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contain la required to be kept or performed or observed by Mortgagor or any Affiliated Aerson and the same shall continue for ten (10) days, then and in every such case the whole of said principal aum hereby secured shall, at once, at the option of Mortgagee, become immediately due and payable, together with accrued interest thereon, without notice to Mortgagor.

In the event that any default specified by Mortgage to Mortgagor under "(g)", above shall be of such nature that it cannot be cured or remedied within 30 days, Mortgagor shall be entitled to a reasonable period of time to cure or remedy such default, provided Mortgagor commences the cure or remedy thereof within the 30 day period following the giving of such notice and thereafter proceeds with diligence to complete such ours or remedy.

#### Foreclosure: Expense of Litigation

14. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. It is further agreed that if default be made in the payment of

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any part of the secured indebtedness as an alternative to the right of foreclosure for the full secured indebtedness after scoeleration thereof, Mortgagee shall have the right to institute partial foreclosure proceedings with respect to the portion of said indebtedness so in default, as if under a full foreclosure, and without declaring the entire secured indebtedness due (such proceedings being hereinafter referred to as a "partial foreclosure"), and provided that if foreclosure sale is made because of default of a part of the secured indebtedness, such sale may be made aubject to the continuing lien of this mortgage for the unmatured part of the secured indebtedness; and it is agreed that such sale pursuant to a partial foreocosure, if so made, shall not in any manner affect the unmatured part of the secured indebtedness, but as to such unmatured part of this mortgag, and the lien thereof shall remain in full force and effect just as though no loreclosure sale had been made under the provisions of this Section. Noticipatending the filing of any partial foreclosure or entry of a decree of alle therein, Mortgagee may elect at any time prior to a foreclosure sale purduant to such decree, to discontinue such partial foreclosure and to accelerate the secured indebtedness by reason of any uncured default or defaults upon which such partial foreclosure was predicated or by reason of any other defaults, and proceed with full foreclosure proceedings. It is further agreed that several foreclosure sales may be made pursuant to partial foreclosures without exhausting the right of full or partial foreclosing sale for any unmatured part of the secured indebtedness, it being the purpose to provide for a partial foreclosure sale of the secured indebtedness for any matured portion of the secured indebtedness without exhausting the power to foreclose and to sell the premises pursuant to any such particl/foreclosure for any other part of the secured indebtedness whether matured at the time or subsequently maturing, and without exhausting any right of acceleration and full foreologure.

In any suit to foreclose the lien hereof (including any partial foreclosure) or to enforce any other remedy of Mortgages under this mortgage or the Note, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree all expenditures and expenses which may be paid or incurred by or on behalf of Montgagee for neasonable attorneys' fees, appraiser's fees, eutlays for documentary and expert evidence, stenographers' charges, publication cost, and coats (which may be estimated as to items to be expended eiter entry of the decree), of procuring all such abstracts of title, title selectes and examinations; title insurance policies, Torrens certificates, and similar data and assurances with respect to title and value as Mortgagee may deem 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 Section mentioned, and such expenses and fees as may be incurred in the protection of the premises and the maintenance of the lien of this mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceedings affecting this mortgage, the Note or the premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and

payable by Mortgagor, with interest thereon at the post maturity rate and shall be secured by this mortgage.

#### Application of Proceeds of Foreclosure Sale

15. The proceeds of any foreolosure 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 preceding Section 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 Yoke; fourth, any overplus to Hortgagor, its successors or assigns, as their rights may appear.

#### Appointment of Receiver

15. Upon, or at any time after the filing of a complaint to foreclose this mortgage, the court in which such complaint is filed may appoint a receiver of the premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor 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 of not and Mortgages hereunder or any Holders may be appointed as such releiver. Such receiver shall have power: (a) to collect the rents, issues and orofits of the premises during the pendency of auch 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 Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits; (b) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to axcend or renew terms to expine, beyond the maturity date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such lesses, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all porsons whose interests in the premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, Satisfaction of any foreologure decree, or issuance of any certificate of sale or deed to any purchaser; and (c) 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: (a) the indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special sesessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (b) the deficiency in case of a sale and deficiency.

#### Assignment of Rents and Leases

17. To further secure the indebtedness secured hereby, Mortgagor hereby sells, assigns and transfers unto Hortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to pr which may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements, and all the avails theneunder, to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee its true and lewful attorney in its name and atead (with or without taking possession of the premises as provided in Section 18 hereof) to rent, lesse or let all or any portion of the premises to any party or parties at auch rental and upon such berms as said Hortgagee shall, in its discretion, determine, and to ociliat all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due under asch and every of the lesses and agreements, written or verbel, or other tenancy existing, or which may hereafter exist on the premises, with the same rights and powers and subject to the same immunities, exoneration of limitity and rights of recourse and indemnity as Mortgagee would have upon taking possession pursuant to the provisions of Section 18 hereof.

Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the premises for more than one installment in advance and that the payment of none of the rents to accouse for any portion of the said premises has been or will be waived, released, reduced, discounted or otherwise discharged or comprised by Mortgagor. Mortgagor waives any rights of set () against any person in possession of any portion of the premises. Mortgagor agrees that it will not assign any of the rents or profits of the premises, except to a purchaser or grantee of the premises.

Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the taking of actual possession of the premises by Mortgagee pursuant to Section 13 hereof. In the exercise of the powers herein granted Mortgagee, all such liability being expressly waived and released by Mortgager.

Montgagor further agrees to assign and transfer to Mortgagee all future lesses upon all or any part of the premises and to execute and deliver, at the request of Montgagee, all such further assurances and assignments in the premises as Mortgagee shall from time to time require.

Although it is the intention of the parties that the assignment contained in this Section 17 shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this Section until a default shall exist under this mortgage or the Note.

#### Mortgagee's Right of Possession in Case of Default

18. In any case in which under the provisions of this mortgag. Montgagee has a right to institute foreologure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises or any part thereof personally, or by its agent or attorneys as for condition broken. In such event Mortgages in its discretion may, with or without force and with or without process of law, enter upon and take and mainta(n) possession of all or any part of said premises, together with all documents, books, records, papers and accounts of Mortgagor or then owner of the premises relating thereto, and may exclude Mortgagor, its agents or servants, wholly therefrom and may as attorney-in-fact or agent of Hortgagon, or in its own name as Hortgagee and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enfonce the payment or security of the avails, rents, issues and profits of the premises, including actions for the recovery of rent, motions in forgible detainer and autions in distress for rent, and with full power: (a) to cancel or terminate any lease or aublease for any cause or on any ground which would entitle Mirigagor to cancel the same; (b) to elect to disaffirm any lease or sublease which is then subordinate to the lien hereof; (c) to extend or modify any thom existing lesses and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and beyond the date of the issuance of a deed or deeds to a Torchaser or purchasers at a foreclosure sale, it being understood and agreed that any such lesses, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption for sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decreas or issuance of any certificate of sale or deed to any purchaser; (d) to make all necessary or proper repairs, decorating, renewals, replacements. it may seem judicious; (e) to insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; and (f) to receive all of such avails, rents, issues and profits; hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor.

Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any lesses. Mortgagor shall and does hereby agree to

indemnify and hold Mortgages harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should Mortgages incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse Mortgages therefor immediately upon demand.

#### Application of Income Received by Mortgagee

- 19. Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it by Section 17 and Section 18 hereof shall have full power to use and apply the avails, rents, issues and profits of the premises to the payment of or on account of the following, in such order as Mortgagee may determine.
- (a) to the payment of the operating expenses of said property, including cost of management and leasing thereof (which shell include reasonable compensation to Mortragee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), (atablished claims for damages, if any, and premiums on insurance hereinabove authorized;
- (b) to the payment of taxes and openial assessments now due or which may hereafter become due on the premises;
- (c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the premises, and of placing the premises in such condition as will, in the judgement of Mortgagee, make it readily rentable;
- (d) to the payment of any indebtedness secured namedy or any deficiency which may result from any foreolosure sale.

#### Mortgagee's Right of Inspection

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

#### Condemnation

21. Mortgagor hereby assigns, transfers and sets over unto Montgagee the entire proceeds of any award of any claim for damages for any of the premises taken or damages under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or

to require Mortgagor to restore or rebuild, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoring of buildings or improvements on said premises, in accordance with plans and specifications to be submitted to and approved by Mortgagee. In the event Mortgagor is authorized by Mortgagee's election as aforesaid to build or restore, the proceeds of the sward shall be paid out in the same manner as is provided in Section 6 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall pay such cost in excess of the sward, before being entitled to reimbursement out of the sward. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shell, at the option of Mortgagee, be applied on account of the indebtedness seaved hereby or be paid to any other party entitled thereto. In applying the proceeds of any award on account of the indebtedness secured hereby, he tagged shall be entitled to collect, out of the proceeds of the award, a premium on the amount prepaid, at the same rate as though Hortgagor had elected at the time of such application of proceeds (or if Mortgagor then has no such election, as the first succeeding date on which Mortgagor could so elect? To prepay the indebtedness in accordance with the terms of the Note.

## Release Upon Payment and Disoncree of Mortgagor's Obligations

22. If Mortgagor shall fully pay all principal and interest on the Note, and all other indebtedness soured hereby and comply with all of the other terms and provisions hereof to be performed and complied with by Mortgagor, then this mortgage shall be hull and void. Mortgagee shall nelease this mortgage and the 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 release.

#### Giving of Notice

23. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the delivery thereof to the individual to whom addressed on the mailing thereof by certified mail addressed to:

MORTGAGOR FIRST NATIONAL BANK OF CICERO As Trustee under Trust #3809 6000 W. Cermsk Road Cicero, IL. 60650

MORTGAGEE

FIRST NATIONAL BANK OF CICERO 6000 W. Cermak Road Cicero, IL. 60650

#### GUARANTORS

John J. June Jr. 3136 Sunneide Avenue Brookfield, IL.

or at such other place as either party hereto may be notice in writing designate as a place for service of notice shall constitute service of notice hereunder.

#### Waiver of Defense: Remedies Not Exclusive

24. No action for the enforcement of the lien or 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. Mortgages shall be entitled to enforce payment and performance of any indebtedness of obligations secured hereby and to exercise all rights and powers under the mortgage or other agreement or any laws now or hereafter in force, notwithotanding some or all of the said indebtedness and obligations acoured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise, Neither the acceptance of this montgage nor its enforcement whether by court action or other powers herein contained, shall prejudice or in any manner affect Hortgagee's night to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this mortgage and any other remedy herein or by lew provided or permitted, but each shall be oumulative and shall be in addition to every other remedy (1 van hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given hereby to Mortgagee or to which it may be oth rwise entitled, may be exercised, concurrently or independently, from time to time, and as often as it may be deemed expedient by Mertgagee and Mortgagee may pursue inconsistent remedies. No waiver of any default of the Mortgagor hereunder shall be implied from any emission by the Mortgage or Holders to take any sotion on account of such default if such default persists or be repeated, and no express waiver shall affect any default other thun the default specified in the express waiver and that only for the time and to the extent therein stated.

#### Waiver of Statutory Rights

25. Mortgagor shall not and will not apply for or avail itself of any appreisement, valuation, atay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter ensotice, in order to prevent or hinder the enforcement or foreclosure of this mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the premises marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the premises acid as an entirety. Mortgagor hereby waives any and all rights of redemption from asle under any order or decree of foreclosure of this mortgage on behalf of the Mortgagor, the trust estate, and all persons beneficially interested therein, and each and every person except decree of judgement creditors of Mortgagor in its representative capacity and of the trust estate, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

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#### · Post Metunity Rate

26. "Post meturity rate" as used herein shall mean interest at two percent (25) greater than the nate then effective.

#### Binding on Successors and Assigns

27. This mortgage and all provisions hereof, shall be binding upon Hortgagor and all persons claiming under or through Mortgagor, and shall inure to the benefit of the Holders from time to time and of the successors and assigns of the Mortgagee.

## Definitions of "Mortgagor", "Mortgagee" and "Affiliated Porsons"

28. The wird "Mortgagor" when used herein shall include: (a) the original Mortgagor named in the presmbles hereof; (b) said original Mortgagor's successors and assigns; and (a) all owners from time to time of the premises. The words "offiliated Persons" when used herein shall mean any and all of: (a) guaranter of any of the obligations of Mortgagor under the Note, this mortgage, or (ny Loan Agreement; (b) if Mortgagor is a trustee, beneficiaries of the trust, including the general partners of any general or limited partnership with is a beneficiary of the trust. The words "Holders" and "Mortgages" when used herein shall include all successors and assigns of the original Holders and Mortgages identified in the presmbles hereof.

#### Captions

29. The captions and headings of verious paragraphs of this montgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

#### Construction Mortgage

30. The within Mortgage secures an obligation incurred for the construction of improvements on the Phemises and constitutes a "construction mortgage" within the meaning of Section 9-313(1) of the Illinois Uniform Commercial Code.

## Execution of Separate Security Agreement, Financing Statementa, etc.

31. Mortgagor, upon request by Mortgagee from time to time, shall execute, acknowledge and deliver to Mortgagee, or cause any Affiliated Person to so execute, acknowledge and deliver to Mortgagee, a security agreement, financing statement or other similar security instruments, in form satisfactory to Mortgagee, covering all property of any kind whatsoever owned by Mortgagor or such Affiliated Person, as the case may be, which in the sole opinion of Mortgagee is essential to the operation of the premises and which constitutes goods within the meaning of the Uniform Commercial Code or concerning which there may be any doubt

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whether the title to same has been conveyed by or security interest perfected by this Montgage under the laws of the state in which the premises are located, and will further execute, acknowledge and delivery, or cause to be executed, acknowledged and delivered, any financing statement, affidavit, continuation statement or certificate or other documents as Montgagee may request in order to perfect, preserve, maintain, continue and extend the security interest under and the priority of this mortgage and such security instrument. Mortgager further agrees to pay to Mortgagee on demand all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing and refiling of any such document.

## Partial Invalidaty, Maximum Allowable Rate of Interest

32. Mortager and Mortgagee intend and believe that each provision in this mortgage and the Note comports with all applicable local, state and federal laws and judicial decisions. However, if provisions, in this mortgage on the Note (1) found by a court of law to be in violation of any applicable local, state or Cederal ordinance, statute, law, administrative or judicial debision, or provision or provisions of this mortgage and the Note to be illess, invalid, unlawful, void or unenforceable as written, then it of the intent both of Mortgagor and Mortgagee that such portion provision, or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this mortgage and the Note shall be construed as if such illegal, invalid unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of Mortgagor and Mortgagee under the nemainder of this mortgage and the Note shall continue in full force and effect. All agreements herein and in the Note are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the proceeds hereof, acceleration of maturity of the unpaid principal begince of the Note, or otherwise, shall the amount be paid or agreed to be paid to the Holders for the use, forbearance or detention of the money to be advanced hereunder exceed two percent greater than the rate then effective. It from any circumstances whatsoever, fulfillment of any provision hereof or of the Note or any other agreement referred to herein, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem to applicable hereto, then ioso facto, the obligation to be fulfilled shall be reduced to the limit of such validity and if from any circumstance the Holdens shall ever receive as interest in amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due under the Note and not to the payment of interest.

Hortgagee's Lien for Service Charge and Expenses

33. At all times, regardless of whether any lost proceeds have been disbursed, this mortgage secures (in addition to any lost proceeds disbursed from time to time) the payment of any and all lost commissions,

service charges, liquidated damages, expenses and advances due to or incurred by Montgagee in connection with the loan to be secured hereby, all in accordance with the application and loan commitment issued in connection with this transpotion.

#### Maintenance of Montgagor's and Affiliated Persons! Interest: Additional Financing

- Mortgagor shall not suffer or permit any of the following to 144000
- (a) The transfer of title to all or any portion of the premises, whether by operation of law, voluntarily or otherwise;
- (b) The Lasignment of the beneficial interest in the trust constituting the McRagegon, whether by operation of law, voluntarily or otherwisel
- (c) The encumbering of title to the premises by the lien of any mortgage, trust deed or other instrument in the nature of the mortgage or trust deed, the collateral assignment, pledge or hypothecation of the beneficial interest in the trust constituting Hortgagor hereunder or the essignment, pledge or hypothecation of the aveils, rents, issues or profits of the premises, as, in any case, security for any loan or obligation other than the loan secured hereby; or
- (d) The transfer, pledge or hypothecation, whether by operation of law, voluntarily or otherwise, of more than fifty percent (50%) of the voting stock of any corporate Affiliated Parson or of any subsequent corporate mortgagor (other than a land trust mortgagor) who aucoceds to title to the premises pursuant to this paragraph 34.

If any of the events set forth in subparagraphs (a)-(d) of this paragraph 34 shall occur without Mortgagee's prior written consent, Mortgagee shall have the right to declare the entire indebtedness secured hereby immediately due and payable and to exercise all rights and remedies granted to Mortgages under this mortgage in the event of default hereunder. In the event Mortgagee declares the indebtedness due and ptychle pursuant to this paragraph 34, there shall be added to the principal Malance secured hereby an amount equal to the prepayment penalty which would be due if a prepayment, in full was then being made pursuant to the terms of the Note.

#### Applicable Law

35. This Mortgage, the Note and all other instruments evidencing and securing the loan secured hereby shall be construed, interpreted and government by the laws of the State of Illinois, provided, however, that in the event all or any portion or portions of the premises are not located in said state, then and in such event the enforcement hereof against the premises, or portion or portions thereof, located outside of such state, and remedies therefor, shall be governed by the laws of the jurisdiction in which the premises or such portions are located.

Hazardous Materials
36(a). Mortgagor represents and warrants that (i) Mortgagor has not used Hazardous Materials (as defined hereinafter) on, from or affecting the premises in any manner which violates federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, and that, to the best of Mortgagor's knowledge, no prior owner of the premises or any tenant, subtenant, occupant, prior tenant, prior subtenant or prior occupant has used Hezardous Materials on, from or affecting the premises in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardova Materials; (11) Montgagor has never received any notice of any violations of federal, state (R local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, nefinesent, handling, production or disposal of Hazardous Materials and, to the best of Mortgagor's knowledge, there have been no actions commenced or threatened by any party for noncompliance. For purposes of this Mortgage, "Hazardous Materials" includ (2) without limitation, any flammable explosives, redicactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances of related materials defined in the Comprehensive Environmental Response, Compensation and Lisbility Act of 1980, as amended (42 U.S.C. Sections 2501, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Ripovery Act, as amended (42 U.S.C. Sections 9601, et seq.), and in the regulations adopted and publications promulgated purawant thereto, or any other Inderal, state or local governmental law, ordinance, rule, or regulation.

- Mortgagor shall keep or cause the gremises to be kept free of Hazardous Materials, and, without limiting the Dregoing, Mortgagor shall not cause or permit the premises to be used to generate, manufacture, refine, transprt, treat, atore, handle, dispose of, themsfer, produce, or process Hazardous Haterials, except in compliance with 11 applicable federal, state and local laws and regualtions, nor shall mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant, aubtenant or occupant, a release of Hazardous Materials onto the premises or onto any other properties
- (c) Mortgagor shall (i) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clear up and remove all Hazardous Materials, on, under, from or affecting the premises in accordance with all applicable federal, state, and local lawa, ordinances, rules, regulations and policies, to the reasonable satisfaction of Mortgagee, and in accordance with the orders and directives of all federal, state, and local governmental authorities, and (11) defend, indemnify and hold harmless Hertgagee, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of,

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or in any way related to, (a) the presence, disposal, release or threstened release of any Hazardoua Materials on, over, under, from, or affecting the premises on the soil, water, vegetation, buildings, personal property, persons or animals thereon; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (o) any lawsuit brought or threatened, settlement resched or government order relating to such Hazardous Materials, and/or (d) any violation of laws, orders, regusltions, requirements or demands of government authorities, or any policies or requirements of Mortgages, which are based upon or in any way related to such Hazardous Materials including, without limitation, reasonable attorney's and consultant's fees, investigation and laboratory fees, court costs, and litigation espenses.

This aprigage is executed by FIRST NATIONAL BANK OF CICERO personally but as Trustee as aforesaid in the exercise of the power and authority conferre Cupon and vested in it as such trustee (and said Bank hereby warrants that 10 possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained thell be construed as creating any liability on Montgagor or on said Bank or on any beneficiary who is not a guarantor, personally to pay the said Nite or any interest that may accrue thereon, or any indebtedness accruing ther funder, or to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereinsbove contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the come may be couched in language of a promise or covenant or agreement), all each liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that as far as Mortgagor and its successors and said Association personally are concerned, the Holders and the owner or owners of any indebtedness scoruin, hereunder shall look solely to any one or more of: (1) the premises and the rents, issues and profits thereof for the payment thereof by the enforcement of the lien hereby created, in the manner herein and in the Note provided; (2) assets of the Trust Estate under the Trust Agreement; (3) any other security given to secure said indebtedness; or (4) the personal liability of the guarantor, if any.

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IN WITHESS WHEREOF, FIRST NATIONAL BANK OF CICERO, not personally stee as aforesaid, has caused these presents to be signed by its , and its corporate seal to be hereunto affixed by its Vice President , the day and year first above written. ASSISTANT SECRETARY

FIRST NATIONAL BANK OF CICERO

Ite: Vice President

Ita: Assistant Secretary

Coot County Clert's Office This instrument was prepared by

WILLIAM C. ANDERSON Senior Vice President FIRST RATIONAL BANK OF CICERO 6000 W. Cermak Road Cicero, IL. 60650

STATE OF ILLINOIS)
COUNTY OF COOK )

I, the undersigned , a Notary Public in and for said County, in the State aforesaid, DO HERESY CERTIFY, that Glann J. Richter and Manor Fudala of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 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 Secretary then and there acknowledged that (a)he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as (his) (her) own free and voluntary act and as the free and voluntary act of said Bank, as Trustee to Aforesaid, for the uses and purposes therein set forth.

County Clark's Office

Given under my hand and notarion day of Chloria

Notary Public

"OFFICIAL SEAL"
Carol Pratell
Notary Public, State of Illinois
My Commission Expires 1/9/93

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Chicago, Illinois 60602

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