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**OPEN-END MORTGAGE, ASSIGNMENT OF RENTS,
AND SECURITY AGREEMENT**

THIS MORTGAGE ("Instrument") is made this 27th day of September, 2002, between the Mortgagor, Wayne Hummer Trust Company, as Successor Trustee to Wintrust Asset Management Company, Under Trust Agreement Dated 9/17/02, and Known as Trust No. LFT-1722, whose address is 727 North Bank Lane, Lake Forest, Illinois 60045 ("Borrower"), and the Mortgagee, CFC Investment Company, whose address is P.O. Box 145496, Cincinnati, Ohio 45250-5496 ("Lender").

WHEREAS, the Borrower is indebted to Lender in the principal sum of Five Hundred Sixty-five Thousand and 00/100 Dollars, (\$565,000.00), which indebtedness is evidenced by Borrower's Note dated September 27th, 2002 ("Note"). The Note has a Maturity Date of October 1, 2017.

TO SECURE TO LENDER (a) the repayment of the indebtedness and performance of the covenants and agreements evidenced by the Note, and all renewals, extensions, modifications, and reamortizations thereof, notwithstanding that such renewals, extensions, modifications, and reamortizations may be evidenced by a note or notes signed and dated after the date hereof; (b) the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Instrument; and (c) the performance of the covenants and agreements of Borrower herein contained. Borrower does hereby mortgage, grant, convey, and assign to Lender the following described property:

LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A".

TOGETHER, with all buildings, improvements, structures, and tenements now situated or hereafter erected on said premises, and all heretofore or hereafter vacated alleys and streets abutting said premises, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights, and profits, water, water rights, and water stock appurtenant to said premises, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or about said premises, or used or intended to be used in connection with said premises, or intended and designated (wherever located) to be incorporated into the structure(s) situated on said premises, including without limitation fixtures and equipment for supplying or distributing heating, cooling, electricity, gas, water, sewage, air and light, elevators and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings,

STEWART TITLE OF ILLINOIS
2 NORTH LASALLE STREET, SUITE 1800
CHICAGO, IL 60602

storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, paneling, unattached rugs, carpet and other attached floor coverings, antennas, trees and plants, and all other property now owned or hereafter acquired and used in or about the above-described premises; all of which, including replacements and additions thereto, being hereby deemed a part of the premises encumbered by this Instrument and being hereinafter referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property, that the Property is unencumbered except for easements, restrictions, covenants, conditions and legal highways of record, and real estate taxes and assessments not yet due and payable, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, whatsoever.

Borrower and Lender covenant and agree as follows:

1. **PERFORMANCE OF OBLIGATIONS.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any late charges provided in the Note, and all other sums secured by this Instrument and shall comply with the terms and obligations of the Note.

2. **APPLICATION OF PAYMENTS.** Unless applicable law provides otherwise, all payments received by Lender from Borrower under the Note or this Instrument shall be applied by Lender in the following order of priority: (a) interest payable on the Note; (b) principal of the Note; (c) interest payable on advances made pursuant to paragraph 7 hereof; (d) principal of advances made pursuant to paragraph 7 hereof; and (e) any other sums secured by this Instrument in such order as Lender, at Lender's option, may determine; provided, however, that Lender may, at Lender's option, apply any sums payable pursuant to paragraph 7 hereof prior to interest on and principal of the note, but such application shall not otherwise affect the order of priority of application specified in this paragraph 2.

3. **CHARGES; LIENS.** Borrower shall pay all water and sewer rates, rents, taxes, assessments, premiums, and other impositions attributable to the Property directly to the payee thereof, or in such other manner as Lender may designate in writing. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has or may have, priority over or equality with, the lien of this Instrument excepting taxes and assessments, not yet due and payable, and Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Without Lender's prior written permission, Borrower shall not allow such lien, encumbrance, or other interest in the Property excepting leasehold interests contemplated hereunder inferior to the lien of this Instrument to be perfected against the Property.

4. **HAZARD INSURANCE.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured by carriers at all times satisfactory to Lender against loss by fire, hazards included within the term "extended coverage," and such other hazards, causalities, liabilities and contingencies as Lender shall reasonably require and in such amounts and for such periods as Lender shall reasonably require.

All insurance policies and renewals thereof shall be in a form reasonably acceptable to Lender and shall include a standard mortgagee clause in favor of and in form reasonably acceptable to Lender. Lender shall have the right to hold the policies, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least thirty (30) days prior to the expiration date of a policy Borrower shall deliver to Lender a renewal policy in form reasonably satisfactory to Lender.

In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to Lender. Borrower shall be empowered to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies subject to Lender's written consent; provided however, that nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder. Borrower further authorizes Lender, at Lender's option, (a) to hold the balance of such proceeds to be used to reimburse Borrower for the cost of reconstruction or repair of the Property or (b) to apply the balance of such proceeds to the payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in paragraph 2 hereof.

If the insurance proceeds are held by Lender to reimburse Borrower for the cost of restoration and repair of the Property, such proceeds shall be made available to the Borrower and the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing not to be unreasonably withheld. Lender may, at Lender's option, condition disbursement of said proceeds on Lender's approval of such plans and specifications of an architect satisfactory to Lender, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Lender may reasonably require. If the insurance proceeds are applied to the payment of the sums secured by this Instrument, any such application of proceeds to principal shall not extend or postpone the due dates of the monthly installments referred to in paragraph 1 hereof or change the amounts of such installments. If the Property is sold pursuant to paragraph 23 hereof or if Lender acquires title to the Property, Lender shall have all of the right, title and interest of Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

5. **PRESERVATION AND MAINTENANCE OF PROPERTY.** Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, and (f) shall give notice in writing to Lender of and, unless otherwise directed in writing by lender, appear in and defend any action or proceeding purporting to affect the Property, the security of this Instrument or the rights or powers of Lender. Neither Borrower nor any tenant or other person shall remove, demolish or alter any improvement now existing or hereafter erected on the Property or any fixture, equipment, machinery or appliance in or on the Property except when

incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind.

6. **USE OF PROPERTY.** The Property is intended for commercial use. Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower 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. Borrower shall not initiate or participate in a change in the zoning classification of the Property without Lender's prior written consent which shall not be unreasonably withheld.

7. **PROTECTION OF LENDER'S SECURITY.** If Borrower 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, building code enforcement, insolvency 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, to protect Lender's interest, including, but not limited to, (a) disbursement of attorney's fees, (b) entry upon the Property to make repairs, and (c) procurement of satisfactory insurance as provided in paragraph 4 hereof.

Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, shall become additional indebtedness of Borrower secured by this Instrument. Unless Borrower 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 stated in the Note unless collection from Borrower 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 Borrower under applicable law. Borrower 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 the indebtedness secured hereby. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

8. **INSPECTION.** Lender may make or cause to be made reasonable entries upon and inspections of the Property upon twenty-four hours prior notice.

9. **BOOKS AND RECORDS.** Borrower shall keep and maintain at all times complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Property and copies of all written contracts, leases and other instruments which affect the Property. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection at any reasonable time by Lender. Upon Lender's request, Borrower shall furnish to Lender, within forty-five days after the end of each calendar quarter year of Borrower, 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 Borrower. Borrower shall furnish, together with the foregoing financial statements and at any other time upon Lender's request, a rent schedule for the Property, certified by Borrower, showing the name of each tenant and for each tenant, the space occupied, the lease expiration date, the rent payable and the rent paid.

10. CONDEMNATION. Borrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Borrower shall, and Lender, at its option, may appear in and prosecute any such action or proceedings. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender.

Borrower 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 secured by this Instrument, whether or not then due, in the order of application set forth in paragraph 2 hereof, with the balance, if any, to Borrower. Unless Borrower and Lender otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. Borrower agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Lender may require.

11. BORROWER AND LIEN NOT RELEASED. From time to time, Lender may, upon obtaining the consent of Borrower, which shall not be unreasonably withheld extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, release from the lien of this Instrument any part of the Property, re-convey any part of the Property, consent to any survey or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, or agree in writing with Borrower to modify the rate of interest or period of amortization of the Note. Any actions taken by Lender pursuant to the terms of this paragraph shall not affect the obligation of Borrower or Borrower's successors or assigns to pay the sums secured by this Instrument and to observe the covenants of Borrower 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. Borrower shall pay Lender a reasonable service charge, together with such title insurance premiums and reasonable attorney's fees as may be incurred at Lender's option for any such action if taken at request of Borrower.

12. FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of any sum secured by this Instrument after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance of the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Instrument. Lender's receipt of any awards, proceeds or damages hereunder shall not operate to cure or waive default by Borrower in payment of sums secured by this Instrument.

13. **MECHANIC'S LIEN LAW.** Lender is authorized and empowered to do all things provided to be done by a mortgagee under applicable sections of the Illinois Mechanic's Lien Law, and any amendments, supplements or successor legislation thereto.

14. **UNIFORM COMMERCIAL CODE SECURITY AGREEMENT.** In addition to being an Open-End Mortgage, 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 Borrower hereby grants Lender a security interest in said items. Borrower agrees that Lender may file this Instrument, or a reproduction thereof, in the real estate records or other appropriate index 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, Borrower 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. Borrower 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, Borrower 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 breach by Borrower of any covenant or agreement of Borrower 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 also invoke the remedies provided herein 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 herein.

15. **LEASES OF THE PROPERTY.** Borrower shall comply with and observe Borrower's obligations as landlord under all leases of the Property or any part thereof. Borrower, 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 reasonable approval of Lender. Unless otherwise directed by Lender, all new leases of the Property shall specifically provide that such leases are subordinate to this Instrument; that the tenant attorns to Lender, such attornment to be effective upon Lender's acquisition of title to the Property; that the tenant agrees to execute such further evidences of attornment as Lender may from time to time request, that the attornment of the tenant shall not be terminated by foreclosure; and that Lender may, at Lender's option, accept or reject such attornments. If Borrower 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, Borrower shall (a) take such steps as shall be reasonably calculated to prevent the accrual of any right to a set-off against rent, (b) notify Lender thereof and of the amount of said set-offs, and (c) within ten days after such accrual, reimburse the tenant who shall have acquired such right to set-off or take such other steps as shall effectively discharge such set-off and as shall assure that rents thereafter due shall continue to be payable without set-off or deduction.

16. **REMEDIES CUMULATIVE.** Each remedy provided in this Instrument is distinct and cumulative to all other rights or remedies under this Instrument or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

17. **ACCELERATION IN CASE OF BORROWER'S INSOLVENCY.** If Borrower shall voluntarily file a petition under the Federal Bankruptcy Code, as such Code may from time to time be amended, or under any similar or successor Federal Statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or failure to pay debts as they come due, or if Borrower shall fail within thirty (30) days to obtain a vacation, stay or dismissal of involuntary proceedings brought for the reorganization, dissolution or liquidation of borrower, or if an order for relief under the Federal Bankruptcy Code shall be entered against the Borrower, or if a trustee, receiver or custodian shall be appointed for Borrower or Borrower's property, or if Borrower shall make an assignment for the benefit of Borrower's creditors, or if there is an attachment, execution or other judicial seizure of any portion of Borrower's assets and such seizure is not discharged within twenty (20) days, then Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable without prior notice to Borrower, and Lender may invoke any remedies permitted by paragraph 23 of this Instrument. Any reasonable attorney's fees and other reasonable expenses incurred by Lender in connection with Borrower's bankruptcy or any of the other aforesaid events shall be additional indebtedness of Borrower secured by this Instrument pursuant to paragraph 7 hereof.

18. **TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWER; ASSUMPTION.** On sale, encumbrance, or transfer of all or any part of the Property, or any interest therein, Lender may at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable, and Lender may invoke any remedies permitted by this Instrument. This option shall not apply in case of:

- (i) transfers by devise or descent or by operation of law upon the death of a tenant in common or a partner or between partners;
- (ii) sales or transfers when the transferee's creditworthiness and management ability are satisfactory to Lender and the transferee has executed, prior to the sale or transfer, a written assumption agreement containing such terms as Lender may require, including, if required by Lender, an increase in the rate of interest payable under the Note;
- (iii) the grant of a leasehold interest consistent with paragraph 15 hereof.

19. **NOTICE.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Instrument or in the Note shall be given by mailing such notice by certified mail, return receipt requested, addressed to Borrower at the address of Borrower as shown on Lender's records or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's principal place of business, or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Instrument or in the Note shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

20. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereof. All covenants and agreements of Borrower (if more than one) shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the paragraphs of this Instrument are for the convenience only and are not to be used to interpret or define the provisions hereof.

21. **GOVERNING LAW; SEVERABILITY.** This Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Instrument or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Instrument and the Note are declared to be severable. In the event that any applicable law limiting the amount of interest or other charge permitted to be collected from Borrower is interpreted so that any charge provided for in this Instrument or in the Note, whether considered separately or together with other charges levied in connection with this Instrument and the Note, violates such law, and Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid to Lender in excess of the amounts payable to Lender pursuant to such charges as reduced shall be applied by Lender to reduce the principal of the indebtedness evidenced by the Note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all indebtedness which is secured by this Instrument or evidenced by the Note and which constitutes interest, as well as all other charges levied in connection with such indebtedness which constitute interest, shall be deemed to be uniformly allocated and spread over the stated term of the Note.

22. **WAIVER OF MARSHALLING.** Notwithstanding the existence of any other security interests in the Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower, any party who consents to this Instrument, and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice hereof hereby, waive any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

23. **ACCELERATION; REMEDIES.** Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, including, but not limited to, the covenants to pay when due any sums secured by this Instrument, Lender, at Lender's option, may declare all of the sums secured by this Instrument to be immediately due and payable without notice to the Borrower and may foreclose this Instrument by judicial proceeding and may invoke any other remedies permitted by applicable law or as provided herein. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to costs of documentary evidence, abstracts and title reports.

24. **ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** As part of the consideration for the indebtedness evidenced by the Note, Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents and revenues of the Property, including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Borrower hereby authorizes Lender or Lender's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Lender or Lender's agents; provided, however, that prior to written notice given by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower, to apply the rents and revenues so collected to the sums secured by this Instrument in the order provided in paragraph 2 hereof with the balance, so long as no such breach has occurred, to the account of Borrower, it being intended by Borrower and Lender that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Instrument, and without the necessity of Lender entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Lender shall immediately be entitled to possession of all rents and revenues of the Property as specified in this paragraph as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Borrower as trustee for the benefit of Lender only; provided, however, that the written notice by Lender to Borrower of the breach by Borrower shall contain a statement that Lender exercises its rights to such rents. Borrower agrees that commencing upon delivery of such written notice of Borrower's breach by Lender to Borrower, each tenant of the Property shall make such rents payable to and pay such rents to Lender or Lender's agents on Lender's written demand to each tenant therefor, delivered to each tenant personally, by mail or delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Borrower.

Borrower hereby covenants that Borrower has not executed any prior assignment of said rents, that Borrower has not performed, and will not perform, any acts or has not executed, and will not execute, any instrument which would prevent Lender from exercising its rights under this paragraph, and that at the time of execution of this Instrument there has been no anticipation or prepayment of any of the rents of the Property for more than two months prior to the due dates of such rents. Borrower covenants that Borrower will not hereafter collect or accept payment of any rents of the Property more than one month prior to the due dates of such rents. Borrower further covenants that Borrower will execute and deliver to Lender such further assignments of rents and revenues of the Property as Lender may from time to time request.

Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Lender may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Instrument. In the event Lender elects to seek the

appointment of a receiver for the Property upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Borrower hereby expressly consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee for managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Instrument shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Borrower as lessor or landlord of the Property and then to the sums secured by this Instrument. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower, or anyone having an interest in the Property by reason of anything done or left undone by Lender under this paragraph.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by this Instrument pursuant to paragraph 7 hereof. Unless Lender and Borrower agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note.

Any entering upon and taking and maintaining of control of the Property by Lender or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender under applicable law or as provided herein. This assignment of rents shall terminate at such time as this Instrument ceases to secure indebtedness held by Lender.

25. **ENVIRONMENTAL COMPLIANCE.** Borrower represents and warrants to Lender (a) that Borrower has no knowledge or information which would put a reasonable person on notice or cause such person to make inquiry concerning the likelihood or presence of any hazardous waste condition or any factor contribution to a risk to the environment located on or emanating from the Property; (b) that no environmental enforcement actions against or concerning the Property are pending or threatened and Borrower will notify Lender if any such action is committed; (c) that Borrower will maintain and operate the Property during the term of the Instrument in compliance with all applicable environmental laws of the state where the Property is located and of the United States of America; (d) that Borrower will remedy any contamination that may be discovered on the Property; and (e) the Borrower will indemnify and hold Lender harmless from and against all losses or damages arising from hazardous waste conditions or risks to the environment which will result in claims against or liability of Lender as holder of this Instrument or subsequent owner of the Property.

26. **FUTURE ADVANCES.** Borrower and Lender agree that part or all of the extension of credit secured hereby may be disbursed after this Open-End Mortgage has been delivered to the recorder for record; that this Open-End Mortgage shall secure the unpaid balances of credit

extensions made from time to time both before and after this Open-End Mortgage has been delivered to the recorder for record; that in addition to the extension of credit secured hereby, this Open-End Mortgage shall secure the unpaid balances of advances (together with interest thereon) which Lender may make for payment of taxes, assessments, insurance premiums and/or other costs incurred for the protection of the Premises.

27. TAX AND INSURANCE DEPOSITS. In the event of either (1) Borrower's failure to pay all taxes and assessments pursuant to Paragraph 3 herein or failure to maintain insurance in accordance with the terms of Paragraph 4 herein, or; (2) an Event of Default occurs under the Note, this Instrument or any of the Loan Documents, Borrower shall, at Lender's request, pay to Lender monthly on or before the first day of each month, an amount equal to 1/12th of the annual premiums for the insurance policies referred to hereinabove and the annual real estate taxes, assessments, charges or claims, and any other items which at any time may be or become a lien upon the Property prior to the lien of this Instrument. The amounts so paid shall be security for the insurance premiums, real estate taxes and other items and shall be used in payment thereof, if Borrower is not otherwise in default hereunder. However, if pursuant to any provision of this Instrument or the Note, the whole amount of the unpaid principal debt becomes due and payable, Lender shall have the right, at its election, to apply any amount so held against the entire Indebtedness Hereby Secured. At Lender's option, Lender from time to time may waive, and after any such waiver, may reinstate the provisions of this section requiring the monthly payments prescribed herein.

Provided, nonetheless, that if Borrower performs in full its obligations hereunder and under the Note, then this Instrument shall be void.

IN WITNESS WHEREOF, Borrower has executed this Instrument on the ____ day of September, 2002.

Witnesses:

WAYNE HUMMER TRUST COMPANY, As
Successor Trustee to Wintrust Asset
Management Company Under Trust
Agreement Dated 9/17/02, and known
As Trust No. LFT-1722

RIDER ATTACHED HERETO IS EXPRESSLY
MADE A PART HEREOF

BY: _____
Authorized Officer

BY: _____
Authorized Officer

STATE OF ILLINOIS, COUNTY OF _____, SS:

Be it remembered, That on this ____ day of September, 2002, before me, the subscriber, a Notary Public in and for said State, personally came _____, Authorized Officer, and _____, Authorized Officer of Wayne Hummer Trust Company, as Successor Trustee to Wintrust Asset

Management Company Under Trust Agreement Dated 9/17/02, and Known as Trust No. LFT-1722, the Mortgagor in the foregoing Mortgage and acknowledged the signing thereof to be their and its voluntary act and deed, pursuant to authority of its Board of Directors.

In testimony thereof, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public

Property of Cook County Clerk's Office

This Instrument Prepared By:

Warren J. Ritchie
KEATING, RITCHIE & SWICK
A Legal Professional Association
8050 Hosbrook, Suite 200
Cincinnati, Ohio 45236
Phone: (513) 891-1530
Fax: (513) 891-1537

MORTGAGE EXONERATION RIDER

This MORTGAGE is executed by WAYNE HUMMER TRUST COMPANY, N.A., 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 said WAYNE HUMMER TRUST COMPANY, N.A. hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said WAYNE HUMMER COMPANY, N.A. personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said WAYNE HUMMER TRUST COMPANY, N.A. personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look 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 guarantor, if any.

WAYNE HUMMER TRUST COMPANY, N.A.
not individually, but as Trustee under Trust
Agreement dated 09-17, 2002 and known as
Trust Number LFT -1722__

Attest: Maria Soer
Authorized Officer

By: Joseph Vandenberg
Vice President

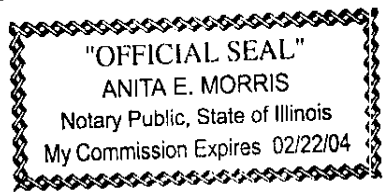
STATE OF ILLINOIS _____)
COUNTY OF _____ LAKE _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the persons whose names are subscribed to this document are personally know to me to be duly authorized officers of Wayne Hummer Trust CO., and that they appeared before me this day in person and severally acknowledged that they signed and delivered this document in writing as duly authorized officers of said Corporation and caused the Corporate Seal to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 25th, day of September, 2002__.

Anita E. Morris
Notary Public

My commission expires 02/22/04



UNOFFICIAL COPY

0021062883

LEGAL DESCRIPTION

EXHIBIT "A"

File No.: 243176

(Commercial Property B):

That property and space contained within and between that horizontal plane located 615.39 feet above mean sea level as determined by U.S. Coast and Geodetic survey and that certain other horizontal plane located 603.49 feet above mean sea level and which lies within the boundaries projected vertically of that part of Lots 1, 2 and 3, taken as a single tract in Block 2 in Gibbs, Ladd and George's Addition to Evanston, said addition being a subdivision of that part lying East of gravel road of the South 44 ½ acres of a tract of land consisting of the South ½ of the Northwest Fractional ¼ of Section 19 and the South ½ of the East 32 rods in width of the East ½ of the Northwest ¼ of Section 19, Township 41 North, Range 14 East of the Third Principal Meridian, in Evanston, in Cook County, Illinois described as follows: commencing at the Southeast corner of said Lot 1, being also a point on the North line of Main Street; thence Westerly along the South line of said Lot 1, a distance of 28.07 feet to a point of beginning; thence Northerly along a line which makes an angle of 80 degrees, 57 minute 30 seconds to the right from the last described course extended, a distance of 0.28 feet to a point on the exterior face of a nine story brick building, commonly known as 515 Main Street in Evanston, thence continuing Northerly along the last described course extended, a distance of 56.90 feet; thence Westerly at right angles to the last described course, a distance of 0.35 feet to a point on the vertical line of intersection of two interior walls of said building; thence continuing Westerly along the last described course extended being along the face of said interior wall, distance of 16.25 feet to a corner of the wall; thence Northerly at right angles to the last described course, being along the face of an interior wall, a distance of 2.85 feet to a corner of the wall; thence Westerly at right angles to the last described course being along the face of said interior wall, a distance of 5.50 feet; thence Southerly at right angles to the last described course, a distance of 8.29 feet; thence Westerly at right angles to the last described course, a distance of 3.90 feet; thence Southerly at right angles to the last described course, a distance of 4.79 feet; thence Westerly at right angles to the last described course, a distance of 5.50 feet; thence Southerly at right angles to the last described course, a distance of 39.90 feet to a point on the exterior face of said building; thence continuing Southerly along the last described course extended, a distance of 0.23 feet to a point on the South line of aforesaid Lot 1; thence Easterly along a line which makes an angle of 80 degrees 57 minutes 30 seconds to the left from the last described course extended, being also the said South line of Lot 1, a distance of 43.35 feet to the point of beginning.

PINs: 11-19-220-007
11-19-220-008
11-19-220-009
11-19-220-010

c/k/a: 515 Main Street, Evanston, IL