13057 S. Wustern Ave., Blue Island, IL 00406 11346 S. Cicoro Ave., Asip, IL 00058 (708) 385-2200 "LENDER"

COMMERCIAL MORTGAGE # 127.50 TOR 127.50 COMMERCIAL MORTGAGE # 1012 18 RR 7981 12715/94 10:59:00 COMMERCIAL MORTGAGE # 1012 4 アプロ語 COUNTY RECORDER

GRANTOR	BORROWER			
OVERDALE PARTNERS, AN ILLINOIS GENERAL PARTNERSHIP	BARTON PRODUCTS CORPORATION			
ADDRESS	ADORESS			
12400 S. LOMBARD LANE	5331 W. 66TH STREET			
ALSIP, IL 60658 TELEPHONE NO. IDENTIFICATION NO.	CHICAGO, IL 60638 TELEPHONE NO. IDENTIFICATION NO.			
Take tractaries	708-458-4947 36-3983766			

- 1. GRANT. For good an evaluable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenance and consess and other appearants; ronts, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and cope pertaining to the real property (cumulatively "Property").
- 2. OBLIGATIONS. This Mortgage the Lacture the payment and performance of all of Borrower and Grantor's present and future, indebtedness, liabilities, obligations and covenants (currulatively "Colications") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMCUAT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER	LOAH NUMBER
VARIABLE	\$200,000.00	11/10/94	11/10/99	12135	2468
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- $|\vec{\chi}|$ all other present or future obligations of Borrower of Cantor to Lender (whether incurred for the same or different purposes than the foregoing);
- b) all renewals, extensions, amendments, modifications, replaceme its or substitutions to any of the foregoing.
- 3. PURPOSE. This Mortgage and the Obligations described herein are the fulled and incurred for commercial purposes.
- 5. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all arms of expended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, remounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.
 - 6. CONSTRUCTION PURPOSES. If checked, [] this Mortgage secures an indebtedness for construction purposes.
 - 7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Granter represents, warrants and covenants (), ender that:

04047703

- (a) Granter shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference.
- (b) Neither Granter nor, to the best of Granter's knowledge, any other party has used, generated, released, decreed, or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transported any Hazardous Materials to it from the Property. Granter shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonricht is asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;
- (c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;
- (d) No action or proceeding is or shall be pending or threatened which might materially affect the Property;
- (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.
- 8. TRANSPERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity). Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unloss otherwise prohibited by federal law.
- 9. INQUIRES AND NOTIFICATION TO THIRD PARTIES. Granter hereby authorizes Lender to confect any third party and make any inquiry pertaining to Cranter's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.
- 10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fall to take any action which may cause or permit the ferminalion of the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lander a prior written consent, shall not: (a) collect any more payable under any Agreement more than one month in advance. (b) modify any Agreement, (c) assign or allow a fluin, security interest in other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor scelves at any time any written communication asserting a default by Grantor under as Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.
- tt. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessess, licensess, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively 'indebtedness') whether or not a default exists under this Mortgage. Grantor shall diligently collect the indebtedness transce promises are transcent to the indebtedness.

- 12. USE AND MAINTENANCE OF PROPERTY. Grantol shall take all actions and make any repairs needed to maintain the Property in good condition Signal of the interest of the interest property is good common and make any repairs respect to maintain the Property in good commind of shall not commit or partial key waste to be committed with respect to the Property. Grantor shall use the Property without Londer's prior written applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Londer's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property whall be subject to the interest belonging to Londer, shall not be removed without Londer's prior written consent, and shall be made at Grantor's sole expense.
- 13. LOSS OR DAMAGE. Granter shall bear the entire risk of any loss, theft, destruction or damage (cumulatively 'Loss or Damage') to the Property or any portion thereof from any case whatsouver. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property
- 14. INSURANCE, Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, theff, od (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole 14. INSURANCE, Grantor shall keep the Property invited for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are allered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omiss on of Granter or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the repair of the repair of the repair of the providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance could shall be an advance payable and bearing interest as described in Paragraph 28 and secured heavily. Grantor shall turnish Lender with evidence of increance indicating the required coverage. Lender may act as attorney-in-fact for Granter in making and setting claims under insurance policies, cancer ing any policy or endering Grantor's name on any draft or negotiable instrument drawn by any increase. policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor what immediately give Lender wilton notice and is authorized to make properly to Lender instead of to Lender and Grantor. Lender is authorized to make properly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations of tobuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof is any ovent Grantor shall be obligated to refulld and restore the Property.
- 15. ZONING AND PRIVATE COV ILENTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covernants affecting the use of the Property without Lender a place written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of tlender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covernants affecting the Property.
- CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All munics named to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' toer, legal expenses (to the extent permitted by applicable law) and other costs including apprairal fees. In connection with the condemnation or eminent domail, proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event, Grantor shall be obligated to restore or repair the Property.
- 17. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, sult, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and detend such actions, sults, or other legal proceedings and to corrupt mise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaint to the actions described in this paragraph or any damages resulting therefrom Nothing contained herein will prevent Lender from taking the action described in this paragraph in its own name. Grantor shall cooperate and assist Lender in any action hereunder
- 18. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Granton's Obligations with respect to the Property 18. INDEMNIFICATION. Lender shall not assume or be responsible or the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its final holders, directors, officers, employees and agents with written notice of and indemnity and hold Lender harmless from all claims, damages, liabilities, in cluding atterneys' fees and legal expenses, to the extent permitted by applicable law) causes of action, actions, suits and other legal proceedings (cumidatively 'Chrims') pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall this 'egal counsel acceptable to Lender to defend Lender from such Claims, and pay the atterneys' fees, legal expenses (to the extent permitted by applicable law) and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's obligation to indemnity Lender shall according to the termination release of topological at this kloddens. survive the termination, release or foreclosure of this Mortgage.
- 19. TAXES AND ASSESSMENTS. Granter shall pay all taxes and assessments relating to Property when due. Upon the request of Lemier, Granter shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance prenium, lakes and assessments pertaining to the Property as estimated by London. So long as there is no default, these amounts shall be applied to the payment of longer, assessments, and insurance on the Property In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to bay said taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the inverse order of the due dates thereof
- 20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Granter shall allow Lender of the America to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and coords that be genuine, true, accurate and complete in all respects. Granter shall note the existence of Lender's beneficial interest in its books and records pristaining to the Property. Additionally, Granter shall report, in a form satisfactory to Lender, such information as Lender may request regarding Granter's financial condition or the Property. The information shall be for such periods, shall reflect Granter's records at such time, and shall be rendered with such frequency or Science may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in ail respects
- 21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender (1 a y intended transferre of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance of the Obligations, and (b) whether Grantor possesses any claims, defenses, selectic counterclaims with respect to the Obligations and, if so, the nature or such claims, defenses. set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferse with respect to these matters in the event that Grantor falls to provide the requested statement in a timely mariner
 - 22. DEPAULT. Grantor shall be in default under this Mortgage in the event that Grantor, Bortower or any quarantor of any Obligation
 - (a) falls to pay any Obligation to Lender when due
 - (b) falls to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future written or oral, agreement,

 - (c) allows the Property to be damaged, destroyed, lost or stoler in any material respect.
 (d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender.
 (e) allow the Property to be used by anyone to transport or store goods the possession, transportation, or use of which is illegal, or
 - (f) causes Lender to deem itself insecure in good faith for any reason
- 23. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mongage, Lender thall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law)
 - (a) to declare the Obligations immediately due and payable in full,

 - (b) to collect the outstanding Obligations with or without resorting to judicial process.
 (c) to require Grantor to deliver and make available to Lerider any personal property constituting the Property at a place reasonably convenient to Grantor and Lands.:
 - to collect all of the rents, issues, and profits from the Property from the date of default and thereafte
 - (e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's triancial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property.
 - (f) to foreclose this Mortgage
 - (g) to self-off Grantor's Obligations against any amounts due to Lendur including, but not finished to, monues, automiseds, and depictal accounts maintained with Lender, and
- (h) to exercise all other rights available to Lender under any other written agreement or applicable law

Lender's rights are comulative and may be exercised together, separately, and in any order. In the event that Lender includes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bonc which might otherwise be required

- onto examplions to which Crantor would otherwise be 24. WAIVER OF HOMESTEAD AND CINIER MOUT al home cond untilled under any applicable law. A
- 25. WAIVER OF REDEMPTION. Grantor, to the extent Grantor may havinly do so, a coby waives any and all rights to redeem the Property sold under an order of sale pursuant to foreclosure proceedings, and hereby waives the period of reclemption, and any and all rights which would have seeined during such redemption period, but for this waiver.
 - 26. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender.
- 27. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the torreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheliff's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, fincluding, but not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.
- 28. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Granter shall immediately reimburse Lender for all amounts (including attorneys' fees and logal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by taw from the date of payment until the date of reimbursement. These sums share be included in the definition of Obligations herein and shall be secured by the interest granted herein.
- 29. APPLICATION OF PAYMENTS. All payments made by or on behall of Crantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.
- 30. POWER OF ATTORNEY. Granter hereby appoints Lender as its attorney-in-fact to enderse Granter's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from my Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an Interest and are irrevocruit
- 31. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous item, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.
- 32. COLLECTION COSTS. / Lender hires an attorney to assist in collecting any amount due for enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's reaso, at le attorneys' fees and costs.
- 33. PARTIAL RELEASE. Lender mr.y ir case its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.
- 34. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be as Modification And Water. The frost tentor of water of this of change Contained in a writing signed by Lender. Lender ties perform any of Grantor's Obligations or delay or fall to exercise any of its rights without causing a water of those Obligations or rights. A water on one constitute a water on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, falls to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grant v, third party or the Property.
- 35. SUCCESSORS AND ASSIGNS. This Mortgage that he binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personn no repentatives, legatees and devisees
- 36. NOTICES. Any notice or other communication to be provined under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designed in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such lotter is sent and on any other such notice shall be deemed given when received by the person to whom such notice is being given.
- 37. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.
- 38. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state velocite the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.
- 39. MISCELLANEOUS. Grantor and Lender agree that time is of the exsence. Grantor walves presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include all pirsons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to trial by jiry in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents opposent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.
 - 40. ADDITIONAL TERMS.
 - COLLATERAL SECURING OTHER LOANS WITH LENDER MAY ALSO SECURE RENEWAL OF THIS LOAN WILL BE SUBJECT TO A RENEWAL FEE.

Grantor acknowledges that Grantor has read, understands, and agrees to the tended: NOVEMBER 10, 1994 GRANTOR: OVERDALE PARTNERS AN ILLINOIS GENERAL PARTNERSHIP VISHNU J. GOR	GIVANTON: OVERDALE PARTNERS, AN ILLINOIS OENERAL PARTNERSHIP RALPH S. ESPOSITO
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County of	Surp.	NB)		County of	161: }	,
4. Dur	012 " 1" "	WALL CO. P. DO	a notary	The foregoing instrument was ack	nowledged before me this	
public in and to that VISHNE	or said County, in the	Siate aforesaid, DO HERES	SY CERTIFY		by	
	vn to me to be the sa	me person© — w agoing instrument, appeared	rhose name5	o k		
		that They aid instrument as 1960				
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	1401/	(Y 151188 /			Notary Public	

Commission expires

SCHEDULE A

Commission expires

The street address of the Property (it applicable) is 12400 S. LOMBARD AND ALSIP, 1L 60658

Permanent Index No.(s): 24-27-411-008

The legal description of the Property is:

THE NORTH 330 FEET OF THE SOUTH 460 FEET OF LOT 8 AND THE NORTH 330 FEET OF THE SOUTH 460 FEET OF THE EAST 62.3 FEET OF LOT 9 IN FIRST ADDITION TO ALSIP INDUSTRIAL HIGHLANDS, BEING A SULLIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 17 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE RAILROAD RIGHT-OF-WAY AND EXCEPT THAT PART TAKEN FOR CRAWFORD AVENUE AND EXCEPT THE SOUTH 545 FEET ATILID EX.

OFFICE

OF

THEREOF, ALL IN COOK COUNTY, ILLINOIS.

SCHEDULE B

EXISTING LIENS OF RECORD

"AIL 10:

EVELYN TOPOLSKI CREDIT ADMINISTRATION - GLFR P. O. Box 1483 Homewood, IL 60430-0483

This instrument was prepared by: SUSAN KOLODZIEY - PKS

Alter recording return to f.ender.

LP-K 809 © Familien Technologies, Inc. (19/15/92) (800) 937-3799

Page 4 of 4 - HE Pillian