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THIS DOCUMENT HAS BEEN  
PREPARED BY, AND AFTER  
RECORDATION SHOULD BE  
RETURNED TO:

Doc#: 0420945185  
Eugene "Gene" Moore Fee: \$54.00  
Cook County Recorder of Deeds  
Date: 07/27/2004 03:16 PM Pg: 1 of 16

Arnstein & Lehr  
120 South Riverside Plaza  
Suite 1200  
Chicago, Illinois 60606  
Attention: Bruce H. Balonick, Esq.

## JUNIOR MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT ("**Mortgage**"), is made and effective as of July 20, 2004, by SUSAN L. NITZKIN, AS TRUSTEE UNDER THE TRUST AGREEMENT OF THE SUSAN L. NITZKIN DATED SEPTEMBER 23, 1993 ("**Mortgagor**") to RICHARD A. BARF ("**Mortgagee**") with reference to the following facts:

A. Concurrently with the execution and delivery hereof, the Mortgagor has made and delivered to the Mortgagee a promissory note ("**Note**") of even date herewith, in the original principal amount of NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00); and

B. Mortgagor and the Mortgagee desire and intend that the Mortgagor's covenants and obligations, whether contained in the Note, this Mortgage, or any other document or agreement given as security for, or in connection with the Note (collectively, "**Loan Documents**") be secured by, along with other things, this Mortgage.

NOW, THEREFORE, to secure the payment of the principal and interest and other sums due pursuant to the Note, and the payment of any and all other indebtedness of the Mortgagor to the Mortgagee, of whatever nature, whether direct or indirect, contingent or fixed, joint or several, whether incurred heretofore, herewith, or hereafter, and to secure the performance and observance by the Mortgagor of each and every term, covenant, agreement, and condition contained herein, in the Note, the other Loan Documents, and in all other agreements between the Mortgagor and the Mortgagee, whether now or at any time hereafter existing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Mortgagor, the Mortgagor does hereby grant, bargain, sell, assign, alien, release, remise, transfer, mortgage, convey, pledge and grant a security interest to, and warrant and confirm unto the Mortgagee, its successors and assigns, forever, all and singular the following described properties (collectively, the "**Premises**"), to-wit:

(a) The real estate which is legally described on Exhibit A which is attached hereto and hereby incorporated herein and which is commonly known as 1252 Highland Lane,

Box 378 CRAY

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Glenview, Illinois 60025, (which real property, together with any and all easements, rights-of-way, licenses, privileges, and appurtenances thereto and any and all other real property which may at any time hereafter be conveyed by the Mortgagor to the Mortgagee as security for the Note, may hereinafter be referred to as the "**Land**");

(b) All right, title, and interest of the Mortgagor, now or at any time hereafter existing, in and to all highways, roads, streets, alleys, and other public rights of way and thoroughfares, bordering on or adjacent to the Land, together with all right, title, and interest of the Mortgagor in and to the Land lying within such highways, roads, streets, alleys, and other public thoroughfares, and all heretofore or hereafter vacated highways, roads, streets, alleys, and public thoroughfares, and all strips and gores adjoining or lying within the Land or any part thereof;

(c) All buildings, structures, improvements, railroad spur tracks and sidings, plants, works, and fixtures now, or at any time hereafter, installed in or located on any portion of the Land and, all extensions, additions, betterments, substitutions, and replacements thereof;

(d) All improvements of every kind and description now or hereafter erected or placed on the Land, and all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Land immediately upon the delivery thereof to the Land, and, all right, title and interest of the Mortgagor in and to all furniture, furnishings, equipment, machinery, appliances, apparatus, and other property of every kind and description now, or at any time hereafter, installed or located on or used or usable in connection with the Land or the buildings and improvements situated thereon, whether such right, title, or interest in such items of property is now owned or hereafter acquired by the Mortgagor, including, but not limited to, all lighting, heating, cooling, ventilating, air-conditioning, humidifying, dehumidifying, plumbing, sprinkling, incinerating, waste removal, refrigerating, air-cooling, lifting, fire prevention, detection and extinguishing apparatus, security and alarm systems, computer hardware and software, cleaning, communication, electrical and electronic systems of all types, and the machinery, appliances, fixtures, and equipment pertaining thereto, all switchboards, engines, motors, tanks, pumps, floor coverings, carpeting, partitions, conduits, ducts, compressors, elevators, escalators, accessories, draperies, blinds and other window coverings, and the machinery, appliances, fixtures, cabinets, fuel, building materials, supplies, radios, televisions, transmitting and receiving equipment, and the lines, cables, machinery, appliances, fixtures and equipment pertaining thereto, shades, awnings, screens, storm doors, windows, gas and electric fixtures, partitions and other property, whether or not now or hereafter permanently affixed to or located on the Land or are attached to any building or improvement located thereon. It is the intention hereof that all property of the kind and character described in this subparagraph which the Mortgagor now owns, and all of such property which the Mortgagor may hereafter acquire, and all additions thereto and renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to any buildings comprising the Land in any manner shall, together with the proceeds thereof, be subject to the lien and security interest of this Mortgage with like effect as if now

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owned by the Mortgagor and as if covered and conveyed hereby by specific and apt descriptions;

(e) All rights, privileges, permits, licenses, easements, consents, tenements, and hereditaments now or at any time hereafter belonging to or in any way appertaining to all or any part of the Land or any property or interests now or at any time hereafter comprising a part of the property or interests subject to this Mortgage;

(f) All right, title, and interest of the Mortgagor, whether now or at any time hereafter existing, in all reversions and remainders in or to all or any part of the Land and other property and interests subject to this Mortgage, and all rents, income, issues, profits, proceeds, royalties, and revenues derived from or belonging to all or any part of the Land and other property and interests subject to this Mortgage, or any part thereof;

(g) All rights, whether now or at any time hereafter existing, of the Mortgagor, under, pursuant to, or in connection with any and all existing and future leases of, and other agreements affecting, all or any part of the Land and other property and interests subject to this Mortgage including by way of illustration and not limitation, all management contracts and agreements, franchise agreements, permits, utility deposits, authorizations or certificates required or used in connection with the ownership or operation or maintenance of the Land or any property or interests now or at any time hereafter comprising parts of the property or interests subject to this Mortgage;

(h) Any and all real property and other property, whether now owned or hereafter acquired by the Mortgagor, which may, from time to time after the execution of this Mortgage, by delivery or by writing of any kind, for the purposes hereof, be conveyed, mortgaged, pledged, assigned, or transferred by the Mortgagor or by any one or more persons or entities on its behalf or with its consent to the Mortgagee as and for additional security for the payment of the Note; and

(i) Any and all proceeds of the conversion, whether voluntary or involuntary, of all or any part of the Land and other property and interests subject to this Mortgage into cash or liquidated claims, including by way of illustration and not limitation, all proceeds of any insurance policy and all awards and payments, including interest thereon, which may be made with respect to all or any part of the Land or other property and interests subject to this Mortgage, or any estate or easement therein, as a result of any damage to or destruction of all or any part of the Land or other property and interests subject to this Mortgage, the exercise of the right or power of condemnation or eminent domain, the closing of, or the alteration of the grade of, any street on or adjoining the Land or other property and interests subject to this Mortgage, or any other injury to or decrease in the value of all or any part of the Land or other property and interests subject to this Mortgage, to the extent of all amounts which may be secured by this Mortgage, which said proceeds, awards and payments are hereby assigned to the Mortgagee, who is hereby authorized to collect and receive such proceeds, awards, and payments, and to give receipts and acquittances therefor and to apply the same or any part thereof toward the payment of indebtedness secured hereby; and the Mortgagor hereby agrees, upon request, to make,

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execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning said proceeds, awards and payments to the Mortgagee, free, clear and discharged of any and all encumbrances of any kind or nature, whatsoever except the lien and encumbrance of the First Mortgage (as that term is hereinafter defined);

(j) All plans and specifications prepared for the construction of or with respect to any property and interests subject to this Mortgage, and all studies, data, drawings, contracts and agreements relating thereto; and

(k) All names under or by which the Land, or any interests or property subject to this mortgage may at any time be operated or known, and all rights to carry on a business under any such names or any variant thereof, and all trademarks, tradenames, patents pending, and goodwill relating to all or any part of the Land, or other property or interests subject to this mortgage.

TO HAVE AND TO HOLD all the Premises hereby conveyed and assigned, or intended or entitled so to be, unto the Mortgagee, its successors and assigns, forever. Without limitation of the foregoing, the Mortgagor hereby further grants unto the Mortgagee, pursuant to the provisions of the Uniform Commercial Code as in effect in the State of Illinois, a security interest as more fully described herein, in all of the above-described property, which property includes, but is not limited to, goods which are or are to become fixtures.

PROVIDED ALWAYS and upon the express condition that, if all of the principal and interest and all other amounts due and payable under and pursuant to the Note shall be paid and discharged in accordance with the terms and conditions therein contained, and if all other agreements and obligations of the Mortgagor under the Note, this Mortgage, the other Loan Documents, and all other agreements between the Mortgagor and the Mortgagee, whether now or at any time hereafter existing, shall be discharged in accordance with the terms and conditions therein and herein expressed, then these presents shall become void, otherwise this Mortgage shall remain in full force and effect.

The Mortgagor does hereby further covenant, agree, represent and warrant to and for the benefit of the Mortgagee, its successors and assigns, as follows:

1. Payment of Principal, Interest, Etc. The Mortgagor shall promptly pay when due the principal, interest and all other amounts which may be due and payable under and pursuant to the Note, this Mortgage, the other Loan Documents and all other agreements between the Mortgagor and the Mortgagee whether now or at any time hereafter existing, and perform and observe each and every term, covenant, and agreement therein contained.

2. Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, Etc. Mortgagor shall: keep the Premises in good condition and repair, without waste, and free from mechanics' liens and other liens or claims of lien of any kind or nature

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whatsoever and pay when due any indebtedness which may be secured by a lien or charge on the Premises, including the First Mortgage.

3. Sale or Transfer of Premises or Interest Therein. Mortgagor agrees that the Mortgagee may declare the whole of the sum hereby secured, to be immediately due and payable, without notice or demand to the Mortgagor if:

3.1 The Mortgagor shall convey title to, or otherwise suffer or permit any equitable or beneficial interest in the Premises to become vested in any one or more persons and entities other than the Mortgagor;

3.2 Any lien or security interest, other than the First Mortgage and liens for real estate taxes and assessments not yet due and payable, attaches to the Premises without Mortgagee's prior written consent; or

3.3 Any partnership or joint venture interest in a partnership or joint venture, if any, or any stock of a corporation, if any, owning all or a portion of the Premises is conveyed, transferred, or hypothecated, in whole or in part.

4. Payment of Taxes, Etc. Mortgagor shall pay when due, all general real estate taxes, special real estate taxes, special assessments, other governmental or public charges relating to the Premises, all encumbrances, ground rents, liens and/or other charges, including interest thereon, and all charges for utilities or services.

5. Insurance. Mortgagor shall, at its sole cost and expense, maintain the insurance required by the First Mortgage in full force and effect naming Mortgagee as an additional loss payee thereunder under a standard mortgagee endorsement.

6. Damage to or Destruction of the Premises. If any act or occurrence of any kind or nature (including any casualty on which insurance was not obtained or obtainable) shall result in damage to or loss or destruction of the Premises, or any part thereof, the Mortgagor shall give immediate notice thereof to the appropriate insurer and to the Mortgagee and, unless otherwise so instructed by the Mortgagee, shall promptly, at the Mortgagor's sole cost and expense, restore, repair, replace and rebuild the Premises as nearly as possible to its value, condition and character immediately prior to such damage, loss or destruction in accordance with plans and specifications submitted to and approved by the Mortgagee.

7. Condemnation. Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged as a result of the exercise of the power of eminent domain or by condemnation.

8. Satisfaction of First Mortgage. Mortgagor agrees that the Mortgagee may, without the consent of and without notice to the Mortgagor, purchase, for the full amounts then outstanding thereunder, or at a discount thereof, the indebtedness and obligations of

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Borrower owed to others, as evidenced by existing mortgages recorded against the Property, which are collectively referred to herein as the "First Mortgage", and in such event enforce the First Mortgage and the promissory note and other loan documents relating thereto to the full extent allowed by law, and without affording the Mortgagor any reduction in the amount evidenced and secured thereby in the event that such obligations are purchased by the Mortgagee at a discount.

9. Assignment of Leases and Rents. As additional security for the payment of the indebtedness secured hereby, the Mortgagor hereby absolutely and unconditionally assigns and transfers to the Mortgagee all of the leases, rents and revenues of the Premises, 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 Premises, regardless of to whom the rents and revenues of the Premises are payable. The Mortgagor hereby authorizes the Mortgagee or the Mortgagee's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Premises to pay such rents to the Mortgagee or the Mortgagee's agents. Upon delivery of written notice by the Mortgagee to the Mortgagor of the breach by the Mortgagor of any covenant or agreement of the Mortgagor in any of the Loan Documents, and without the necessity of the Mortgagee entering upon and taking and maintaining full control of the Premises in person, by agent or by a court-appointed receiver, Mortgagee shall immediately be entitled to possession of all rents and revenues of the Premises 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 the Mortgagee as trustee for the benefit of the Mortgagee only. The Mortgagor agrees that commencing upon delivery of such written notice of Mortgagor's breach by the Mortgagee to the Mortgagor, each tenant of the Premises shall make such rents payable to and pay such rents to the Mortgagee or the Mortgagee's agent on the Mortgagee's written demand to each such tenant therefor, delivered to each tenant personally, by mail or by 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 the Mortgagor.

All rents and revenues collected subsequent to the delivery of written notice by the Mortgagee to the Mortgagor of the breach by the Mortgagor of any covenant or agreement of the Mortgagor in this Mortgage, or any of the Loan Documents shall be applied first to the costs, if any, of collecting the rents, including, but not limited to, attorneys' fees, and other charges, and the costs of discharging any obligation or liability of the Mortgagor as lessor or landlord of the Premises and then to the sums secured by the Loan Documents.

The provisions of this Section shall be inapplicable in the event that, but only to the extent that, the provisions of any prior mortgage require that such rents and revenues be dealt with in a manner which is inconsistent with the provisions of this Section.

10. Acceleration of Indebtedness in Case of Default. In the event of: (a) any default in the due and punctual payment of the Note; or (b) any of the Mortgagor shall become insolvent, file a petition in bankruptcy or become the subject of any voluntary proceeding under the United States Bankruptcy Code; or (c) default shall be made in the

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due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept, performed or observed by the Mortgagor herein or in the Loan Documents (any of the foregoing may be referred to as an "Event of Default"), then, and in every such case, the whole of said principal sum hereby secured shall, at once, at the election of the Mortgagee, become immediately due and payable, together with all accrued and unpaid interest and all other amounts due to the Mortgagee pursuant to the Note, this Mortgage and the Loan Documents, without notice or demand to the Mortgagor.

11. Foreclosure; Expense of Litigation. When the indebtedness hereby secured, or any part thereof, shall become due, whether by maturity, acceleration or otherwise, the Mortgagee shall have the right to foreclose the lien hereof and to enforce the other rights and remedies available to it pursuant to this Mortgage, or applicable law. The indebtedness secured hereby shall include, and in any such suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree which adjudicates the amount due and secured by this Mortgage, all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee (which may be estimated as to items to be expended after entry of the decree) for attorneys' fees, appraisers' fees, costs of documentary evidence, fees of expert witnesses, stenographers' charges, publication costs, and costs of procuring all title searches and examinations, title insurance policies, and similar data and assurances with respect to title as the 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. Further, all such amounts whether incurred before or after any decree or judgment of foreclosure shall be included in the amount required to redeem from any such foreclosure.

12. Appointment of Receiver. Upon or at any time after the filing of a complaint to foreclose this Mortgage, or upon the request of the Mortgagee and a showing of good cause, the court may appoint a receiver of the Premises. Mortgagor hereby consents to such appointment and agrees that such appointment may be made either before or after any judgment of foreclosure, the sale or the confirmation of the sale hereunder, without regard to the solvency or insolvency of the Mortgagor at the time of application for such receiver and without regard to the then value of the Premises, the adequacy of the Mortgagee's security or whether the same shall be then occupied as a homestead or not. Such receiver shall have full power and authority to operate, manage and conserve the Premises, and shall have all the usual powers of receivers in like cases.

13. Compliance with Illinois Mortgage Foreclosure Law. The powers, authorities and duties conferred upon the Mortgagee, in the event that the Mortgagee takes possession of the Premises, and any receiver which may be appointed hereunder, shall include all such powers, authority, and duties as may be conferred upon a mortgagee in possession or receiver under and pursuant to the Illinois Mortgage Foreclosure Law, as such may be amended from time to time ("IMFL"). To the extent that IMFL may limit the powers, authorities or duties purportedly conferred hereby, such powers, authorities and duties shall be limited as proscribed by IMFL at the time of their exercise or discharge.

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14. Waiver of Statutory Rights. THE MORTGAGOR HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY THE PROVISIONS OF THE STATUTES AND LAWS OF THE STATE OF ILLINOIS, ANY AND ALL RIGHTS OF REDEMPTION FROM SALE OR OTHERWISE UNDER ANY ORDER OR DECREE OF FORECLOSURE AND DISCLAIMS ANY STATUS AND RIGHTS WHICH IT MAY HAVE AS AN "OWNER OF REDEMPTION" AS THAT TERM MAY BE DEFINED IN SECTION 15-1212 OF IMFL, ON BEHALF OF THE MORTGAGOR AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN, OR TITLE TO, THE PREMISES DESCRIBED HEREIN SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OTHER PERSONS.

Nothing contained herein is intended to be, or shall be construed to be, a waiver, relinquishment or impairment of the Mortgagee's rights to fully and completely enforce all rights of personal liability and personal recourse against all parties obligated on any one or more of the Note, this Mortgage, and any other Loan Document.

15. Environmental Matters. Mortgagor represents, warrants, covenants and agrees unto the Mortgagee as follows:

15.1 Mortgagor has not and will not, use generated, manufactured, produced, stored, released, discharged, or disposed of on, under or about the Premises, or transport to or from the Premises any Hazardous Substance (as defined herein) or allow any other person or entity to do so;

15.2 Mortgagor shall keep and maintain the Premises in compliance with, and shall not cause or permit the Premises to be in violation of any Environmental Law (as defined herein) or allow any other person or entity to do so;

15.3 Mortgagor shall give prompt written notice to the Mortgagee of:

15.3.1 any proceeding or inquiry by any governmental authority whether Federal, state or local, with respect to the presence of any Hazardous Substance on the Premises or the migration thereof from or to other property; and

15.3.2 all claims made or threatened by any third party against the Mortgagor or the Premises relating to any loss or injury resulting from any Hazardous Substance.

15.4 Mortgagor shall indemnify, defend and hold harmless the Mortgagee, its directors, officers, employees, agents, contractors, attorneys, other representatives, successors and assigns from and against any and all loss, damage, cost, expense or liability, including, by way of illustration and not limitation, reasonable attorneys' fees and court costs, directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Substance on, under or about the Premises including without limitation (a) all foreseeable consequential damages; and (b) the costs of any required or necessary repair, cleanup or detoxification of the Premises, and the preparation and



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implementation of any closure, remedial or other required plans. This indemnity and covenant shall survive the release or reconveyance of the lien of this Mortgage, or the extinguishment of such lien by foreclosure or action in lieu thereof;

For purposes of this Section, the following terms shall have the meanings as set forth below:

- (a) **"Environmental Laws"** shall mean any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Premises, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA") as amended, 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act of 1976 ("RCRA") as amended, 42 U.S.C. Sections 6901 et seq.
- (b) The term **"Hazardous Substance"** shall include without limitation:
  - (i) Those substances included within the definitions of any one or more of the terms "hazardous substances," "hazardous materials," "toxic substances," and "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act as amended, 49 U.S.C. Sections 1801 et seq., and in the regulations promulgated pursuant to said laws or under applicable state law;
  - (ii) Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto);
  - (iii) Such other substances, materials and wastes which are or become regulated under applicable local, state or federal laws, or which are classified as hazardous or toxic under federal, state, or local laws or regulations; and
  - (iv) Any material, waste or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. 1321, or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. 1317); (E) flammable explosives; or (F) radioactive materials.

16. Effect of Extensions of Time, Etc. From time to time, the Mortgagee may, but shall not be required to, at its sole and unfettered discretion, without giving notice to or obtaining the consent of the Mortgagor, any Guarantor, or any other party liable or obligated for the payment of any amount or the performance of any obligation under any

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one or more of the Note, this Mortgage, and any other Loan Document (collectively, "**Obligors**"), without liability to any of the Obligors, and notwithstanding any breach by any of the Obligors, extend the time for the payment of any indebtedness secured hereby, reduce the payments thereon, release anyone principally or collaterally liable for the payment of all or any part of such indebtedness, elect not to pursue any remedies it may have against any of the Obligors or any other person or property, accept a renewal note or notes evidencing such indebtedness, modify the terms and time of the payment of said indebtedness, release the Premises or any part thereof from the lien of any one or more of this Mortgage and any other Loan Document, take or release other or additional security, consent to the granting of an easement on or encumbrance against the Premises, join in any extension or subordination agreement, or agree in writing to modify the rate of interest or period of amortization of the Note or change the amount of the payments due thereunder. Any actions taken by the Mortgagee pursuant to this paragraph: shall not affect the obligations of the Obligors, or any of them, to pay the amounts due under or to perform any obligation required by the Note, this Mortgage, or any other Loan Document; shall not affect the guaranty of any person or entity for the payment of the indebtedness secured thereby; and shall not affect the lien or priority of lien hereof, except and only to the extent expressly agreed to by the Mortgagee in writing.

17. Security Agreement. It is the intention of the Mortgagor and the Mortgagee that this Mortgage shall also constitute a security agreement (with the Mortgagee being the secured party thereunder) with respect to those portions of the Premises which are subject to Article 9 of the Uniform Commercial Code as in effect from time to time in the State of Illinois ("**UCC**"), and the Mortgagor hereby grants to the Mortgagee a security interest in such portions of the Premises, and all proceeds thereof. Mortgagee may file this Mortgage, or a copy thereof, or a financing statement given pursuant hereto or pursuant to any other Loan Document, in the real estate records or other appropriate index as a financing statement for any of such portions of the Premises and so filed, such shall constitute a fixture filing. Mortgagor agrees to execute and deliver to the Mortgagee, upon the Mortgagee's request, any financing statements as well as extensions, renewals and amendments thereof, and copies of this Mortgage in such form as the Mortgagee may require to perfect a security interest in such portions of the Premises. Mortgagor shall pay all costs of preparation and filing such financing statements and any extensions, renewals, amendments, or releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements which the Mortgagee may reasonably require. Mortgagor shall not, without the prior written consent of the Mortgagee, create or suffer to be created, any other security interest in said portions of the Premises, including any replacements or additions thereto. In the event of the Mortgagor's default under the terms and provisions of any one or more of the Note, this Mortgage or any other Loan Document, in addition to all other rights and remedies enumerated herein or otherwise available to the Mortgagee at law, in equity, or under said documents, the Mortgagee shall have all of the rights and remedies available to a secured party under the UCC, in effect from time to time. With respect to any portion of the Premises subject to the UCC, any reference to foreclosure in this Mortgage shall also be deemed to include any method of disposition of collateral authorized under Article 9 of the UCC, whether judicial or non-judicial. The Mortgagee, at its sole and unfettered option, may dispose of any portion of the Premises

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subject to the UCC, separately from or together with other portions of the Premises, and in any order whatsoever. Written notice, when required by law, given to the Mortgagor at least ten (10) business days before the date of a proposed disposition of the Premises, or any part thereof, shall be reasonable notice.

18. Release. Upon the payment and discharge of all indebtedness secured hereby and pursuant to the terms of any other Loan Document and the payment of a reasonable fee to the Mortgagee for the preparation and execution thereof, the Mortgagee shall execute and deliver a release of the lien of this Mortgage.

19. Notices. Any notice, demand or communication of any kind which the Mortgagor or the Mortgagee may desire or be required to give to the other shall be in writing and shall be sufficiently served by delivering the same personally or by depositing the same in the United States Mail, Certified Mail, postage prepaid, or with an express courier, freight charges paid, addressed to the other party at the following addresses:

If to Mortgagor:                   c/o Steven A. Nitzkin and  
Susan L. Nitzkin  
1252 Highland Lane  
Glenview, Illinois 60025

or if to the  
Mortgagee:                         Richard A. Barr  
550 Frontage Road  
Suite 3785  
Northfield, Illinois 60093

with a copy to:                     Arnstein & Lehr LLP  
120 South Riverside Plaza  
Suite 1200  
Chicago, Illinois 60606  
Attn: Bruce H. Balonick

or at such other address as either party may from time to time designate by like notice to the other. Any notice so sent shall be deemed to have been given one (1) business day after the day of its sending.

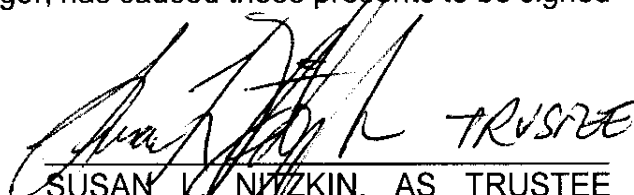
20. Amendment. This Mortgage may not be amended, changed, modified or terminated, except by written instrument executed by the Mortgagor and the Mortgagee.

21. Waiver of Homestead Exemption. Mortgagor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

22. Governing Law. This Mortgage shall be governed and be construed in accordance with the laws of the State of Illinois.

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IN WITNESS WHEREOF, the Mortgagor, has caused these presents to be signed on the day and year first above written.

 TRUSTEE  
 \_\_\_\_\_  
 SUSAN L. NITZKIN, AS TRUSTEE  
 UNDER THE TRUST AGREEMENT OF  
 SUSAN L. NITZKIN DATED  
 SEPTEMBER 23, 1993

### Waiver of Homestead Exemption

The undersigned parties hereby expressly waive and release all rights and benefits of the homestead exemption laws of the State of Illinois as to all debts secured by this Mortgage.

  
 \_\_\_\_\_  
 Susan L. Nitzkin, individually

  
 \_\_\_\_\_  
 Steven A. Nitzkin, individually

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STATE OF ILLINOIS     )  
  ) SS:  
COUNTY OF Cook     )

I, Sandra J. Huberty, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Susan L. Nitzkin, as Trustee as aforesaid, personally known to me to be the same person whose name is subscribed to the foregoing Mortgage, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20 day of July, 2004.



*Sandra J. Huberty*  
Notary Public

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STATE OF ILLINOIS     )  
  ) SS:  
COUNTY OF Cook     )

The foregoing waiver of homestead exemption instrument was acknowledged before me this 20 day of July, 2004 by SUSAN L. NITZKIN.

*Sandra J. Huberty*  
\_\_\_\_\_  
Notary Public



My Commission Expires:  
04-30-2005

PROPERTY of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS:

The foregoing waiver of homestead exemption instrument was acknowledged before me this 20 day of July, 2004 by STEVEN A. NITZKIN.

*Sandra J. Huberty*  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
07-30-2005



Property of Cook County Clerk's Office

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**EXHIBIT A**  
**Legal Description**

LOT FORTY THREE (43) IN C.D. JOHNSON CO.'S HIGHLAND LANE, BEING A SUBDIVISION IN THE NORTHWEST QUARTER (1/4) OF SECTION THIRTY THREE (33), TOWNSHIP FORTY TWO (42) NORTH, RANGE TWELVE (12), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1252 Highland Lane, Glenview, Illinois 60025

PERMANENT INDEX NUMBER: 04-33-109-017

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