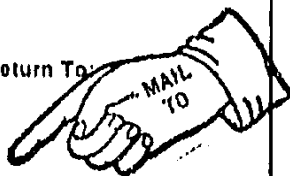


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Recording Requested By And Please Return To:



Name CIT Financial Services, Inc.

Address 1221 East Golf Road

City and State Schaumburg, IL 60195

REAL ESTATE MORTGAGE

NAMES AND ADDRESSES OF ALL MORTGAGORS		MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC.	
PALATINE NATIONAL BANK, as Trustee under the provisions of a trust agreement dated the 31st day of March 1981, known as Trust Number 3583.		ADDRESS: 1221 East Golf Road Schaumburg, IL 60195	
Loan Number	13433396	Date	10-30-1985

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$: 75,000.00

The words "I," "me" and "my" refer to all Mortgagors indebted on the Note secured by this mortgage. The words "you" and "your" refer to Mortgagee.

MORTGAGE OR REAL ESTATE

To secure payment of all loans made to me, the performance of my other obligations under a Revolving Loan Agreement on this date between you and me and to secure all my other and future obligations to you, the maximum Outstanding at any given time not to exceed the amount stated above, each of the undersigned mortgages to you the real estate described below, and all improvements on the real estate, which is located in Illinois, County of Cook.....

Lot 7 in Plum Grove Countryside Unit No. 1 being a Subdivision of part of Section 26, Township 42 North, Range 10 East of the Third Principal Meridian according to the Plat thereof recorded July 19, 1961 as

DOCUMENT NO. 18222555 in Cook County, Illinois. Permanent Parcel # 02-26-109-

017 PAYMENT OF OBLIGATIONS I will pay the Note and all other obligations secured by this mortgage according to their terms, and if I do, then this mortgage will become null and void.

TAXES - LIENS - INSURANCE

I will pay all taxes, liens assessments, obligations, encumbrances and any other charges against the real estate, whether superior or inferior to the lien of this mortgage, and maintain insurance on the real estate in your favor in a form and amount satisfactory to you. You may pay any such tax, lien, assessment, obligation, encumbrance or other charge or purchase such insurance in your own name, if I fail to do so. The amount you pay will be due to you on demand, will bear interest at the rate of charge set forth on the note then secured by this mortgage, if permitted by law, or if not, at the highest lawful rate, will be an additional lien on the real estate and may be enforced and collected in the same manner as any other obligation secured by this mortgage.

DEFAULT

If I do not comply with the terms of this mortgage or with the terms of my note or any other obligation secured by this mortgage, then the Full Amount of Loan Outstanding and any accrued and unpaid Finance Charge, will become due, if you desire, without your advising me. If you sell or foreclose on the real estate described above, you may sell the real estate in one or more parts, if you desire. I will pay a reasonable attorney's fee and all other costs and disbursements which you actually incur in foreclosing on this mortgage.

EXTENSION

Each of the undersigned agrees that no extension of time or any other variation of any obligation secured by this mortgage will affect any other obligations under this mortgage.

BINDING EFFECT

The agreement in this mortgage will apply to and bind the undersigned and all other persons who claim through the undersigned, together and separately (jointly and severally), and will operate to the benefit of you, your successors and assigns.

WAIVER OF EXEMPTIONS

Each of the undersigned waives all marital rights, homestead exemptions and all other exemptions relating to the above real estate.

IN WITNESS WHEREOF, (I-we) (has-have) hereunto set (my-our) hand(s) and seal(s) this 30th day of Oct., 19 85

Mortgage

THIS ~~TRUST AGREEMENT~~ is executed by PALATINE NATIONAL BANK, not personally but as Trustee as aforesaid the exercise of the power and authority conferred upon and vested in it as such Trustee (and said PALATINE NATIONAL BANK 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 First Party or on said PALATINE NATIONAL BANK 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, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said PALATINE NATIONAL BANK 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.

SEE RIDER ATTACHED

SEE RIDER ATTACHED

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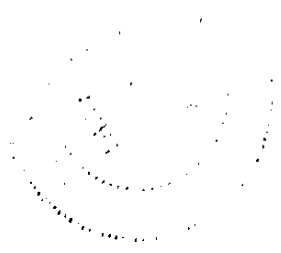
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