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14.00

MORTGAGE

THIS MORTGAGE, dated as of October 31, 1985, between The Steel City National Bank of Chicago, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated October 17, 1985 and known as trust number 2812, herein referred to as "Mortgagor",

W I T N E S S E T H

THAT WHEREAS, Mortgagor has executed a Note dated October 31, 1985 in the aggregate principal sum of ONE MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,200,000.00), made payable to the order of TINLEY PARK BANK, ("Mortgagee"), an Illinois banking corporation, together with interest at the rate of 13.00 % per annum. Said principal and interest shall be payable as follows: monthly installments of FIFTEEN THOUSAND ONE HUNDRED EIGHTY-THREE AND 00/100 DOLLARS (\$15,183.00) or more, beginning on the 30th day of November, 1985 and on the 30th day of each successive month thereafter with any remaining unpaid principal and interest becoming due October 30, 1988. As additional collateral, the Borrowers and Guarantors shall maintain all operating accounts of the nursing home doing business on the premises commonly known as 3249 West 147th Street, Midlothian, Illinois, at the Tinley Park Bank.

All such payments on account of indebtedness evidenced by said Note to be applied first to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each installment unless paid when due under some of the indebtedness shall bear interest at the rate equal to two percent (2.00%) per annum over the interest rate specified above (hereinafter called "penalty rate"), and all of said principal and interest being made payable at such place as the holders of the Note may from time to time in writing appoint, and in the absence of such appointment, then at the office of the Mortgagee.

THAT, to secure the payment of the indebtedness evidenced by the Note, Mortgagor does by these presents GRANT, BARGAIN, SELL, CONVEY and MORTGAGE unto Mortgagee, its successors and assigns, the real estate situate, lying and being in the County of Cook, and State of Illinois, legally described as follows and which is referred to herein as the "premises":

PARCEL 1:

THE EAST 1/2 OF THE EAST 1/2 OF THE WEST 1/2 (EXCEPT THE SOUTH 1167 FEET THEREOF) OF THE EAST 2/3 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM) THAT PART TAKEN OR USED FOR 147TH STREET, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 1/2 OF THE WEST 1/2 OF THE EAST 2/3 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 13, ALSO THE WEST 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE EAST 2/3 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THE SOUTH 1000 FEET THEREOF AND ALSO EXCEPTING THEREFROM THAT PART TAKEN OR USED FOR 147TH STREET), ALL IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBERS: 28-11-408-050
28-11-408-003
28-11-408-004

Permanent Index Numbers: 28-11-408-003-0000, 28-11-408-004-0000, and 28-11-408-050-0000

Property Address: 3249 West 147th Street, Midlothian, IL

Together with all improvements, tenements, hereditaments, easements and all types and kinds of furniture, fixtures and equipment whether now on the premises or hereafter erected, installed or placed thereon or therein, or whether physical attached thereto or not, are and shall be deemed a part of said real estate as between the parties

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and interest of the security for said indebtedness; and also all the portion of the security for said indebtedness; and also all the here to and all persons claiming by, through or under them, and a late, right, title and interest of Mortgagee in and to the premises;

Further, Mortgagee does hereby pledge and assign to Mortgagee, from and after the date hereof, primarily and on a parity with said real estate and not secondarily, all the rents, issues and profits of the premises and all rents, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the premises, and does hereby transfer and assign all such leases to Mortgagee together with the right, but not the obligation, to collect, receive and receipt for all avals thereof, to apply them to said indebtedness and to demand, sue for and recover the same when due or payable. Mortgagee by acceptance of the Mortgage agrees, as a personal covenant applicable to Mortgagee only, and not as a limitation or condition hereof and not available to any lessee or tenant, that until a default shall be made or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagee may collect, receive and enjoy such avals.

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

Mortgagee covenants and agrees:

1. To pay or cause to be paid, when due, all sums secured hereby.
2. Not to abandon the premises; to keep the premises in good condition and repair and not to commit or suffer waste to pay for and complete within a reasonable time any building at any time in the process of erection upon the premises; to promptly repair, restore or rebuild any building or improvement now or hereafter on the premises which may become damaged or destroyed or to refrain from impairing or diminishing the value of the security; to make no material alterations of the premises.
3. To comply with all requirements of law or municipal ordinances governing the premises and the use thereof; and to permit Mortgagee, or its agents, to inspect the premises at all reasonable times.
4. To keep the premises free from mechanics' or other liens or claims for liens of any kind; to pay or cause to be paid, when due, any indebtedness which may be secured by a lien or charge on the premises; and, upon request, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such liens or claims.
5. To pay, or cause to be paid, ten days before any penalty attaches, all general taxes and to pay, or cause to be paid, when due, all special taxes, special assessments, water charges, drainage charges, sewer service charges and other charges against the premises, or of any kind whatsoever, which may be levied, assessed, charged or imposed on the premises, or any part thereof.
6. To promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal or municipal law or regulation hereafter passed, against Mortgagee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage.
7. To exhibit to Mortgagee, at least annually and at any time upon request, official receipts showing full payment of all taxes, assessments and charges which Mortgagee is required, or shall elect, to pay or cause to be paid hereunder.
8. To deliver to Mortgagee all original leases covering the premises which Mortgagee may at any time request, with proper assignment thereof; and neither to procure, permit nor accept any prepayment of any rent nor to release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid, without Mortgagee's written consent.

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9. To keep the premises continuously insured, until the indebtedness secured hereby is fully paid against loss or damage under such types of hazard and liability insurance and in such forms, amounts and companies as may be approved or required from time to time by Mortgagee (in the absence of any specified requirements, such insurance shall be under policies providing for payment by the insurance companies of moneys sufficient either to pay the full cost of replacing or repairing the premises or to pay in full the indebtedness secured hereby); all policies whether or not required by the terms of this Mortgage, shall contain loss payable clauses in favor of Mortgagee (or, in case of foreclosure sale, in favor of the owner of the certificate of sale); in the event of loss, Mortgagor shall immediately notify Mortgagee in writing and Mortgagor hereby authorizes and directs each and every insurance company concerned to make payments for such loss directly and solely to Mortgagee (who may, but need not, make proof of loss) and Mortgagee is hereby authorized to adjust, collect and compromise, in its discretion, all claims under all policies, and Mortgagor shall sign, upon demand by Mortgagee, all receipts, vouchers and releases required by the insurance companies, and the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged, and any application thereof to the indebtedness shall not relieve Mortgagor from making the payments herein required until the indebtedness is paid in full. Mortgagee may, from time to time, at its option, waive and, after any such waiver, reinstate any or all provisions hereof requiring deposit of insurance policies, by Mortgagor in writing.

10. To deliver to Mortgagee, all policies of insurance with evidence of premiums prepaid, renewal policies to be delivered not less than ten days prior to the respective dates of expiration), and all abstracts of title, title guarantee policies, Torrens certificates of title and other evidence of title to the premises, all of which shall be held by Mortgagee without liability, and in the event of foreclosure of this Mortgage or transfer of title to the premises in extinguishment of said indebtedness, shall become the absolute property of Mortgagee.

11. If required by Mortgagee, to make or cause to be made monthly deposits with Mortgagee, in a non-interest bearing account, in addition to the payments required by the Note, a sum equal to one-twelfth of the yearly taxes and assessments which may be levied against the premises, and (if so required) one-twelfth of the yearly premiums for insurance on the premises. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Mortgagee. Such deposits shall be used by Mortgagee to pay such taxes, assessments and premiums when due. Mortgagor shall pay or cause to be paid to Mortgagee on demand any insufficiency of such account to pay such taxes, assessments and premiums when due. Upon any default under this Mortgage, Mortgagee may apply any funds in said account to any obligation then due under this Mortgage. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided, shall not be affected, except insofar as the obligations thereunder have been actually met by compliance with this paragraph. Mortgagee may from time to time at its option waive, and after any such waiver reinstate, any or all provisions hereof requiring deposits for taxes, assessments or insurance premiums, by notice to Mortgagor in writing. While any such waiver is in effect, Mortgagor shall pay or cause to be paid taxes, assessments and insurance premiums as herein elsewhere provided.

12. Any awards of damage resulting from condemnation proceedings or the taking or injury of the premises for public use (all such awards, to the total amount of the indebtedness secured by this Mortgage, are hereby transferred and assigned to Mortgagee) shall be paid to Mortgagee and the proceeds or any part thereof may be applied by Mortgagee, at its option, after the payment of all of its expenses, including costs and attorney's fees, to the reduction of the indebtedness hereby secured and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.

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maintenance, management and operation of the premises, apply the remaining net income upon the indebtedness secured hereby, or upon any deficiency decree entered by virtue of any sale held pursuant to a decree of foreclosure.

15. In any foreclosure of this Mortgage, there shall be allowed and included in the decree for sale, to be paid out of the rents or proceeds of such sale:

(a) All principal and interest remaining unpaid and secured hereby;

(b) All other items advanced or paid by Mortgagee pursuant to this Mortgage with interest at the penalty rate from the date of advancement;

(c) All court costs, fees of the Master in Chancery, attorneys' fees, appraiser's fees, expenditures for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantee policies, Torrens certificates and similar data with respect to title, as Mortgagee may deem necessary. All expenditures and expenses of the type mentioned in this subparagraph (c) shall become so much additional indebtedness secured hereby and immediately due and payable, with interest at two percent per annum over the interest rate stated in the Note, when paid or incurred by Mortgagee, in connection with (i) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (iii) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. The proceeds of any foreclosure sale shall be distributed and applied to the items described in subparagraph (a), (b), and (c) in order of priority inversely to the manner in which said subparagraphs are above listed and any surplus of the proceeds of such sale shall be paid to Mortgagor.

16. No remedy or right of Mortgagee shall be exclusive of, but shall be in addition to, every other remedy or right now or hereafter existing at law or in equity. No delay in exercising, or omission to exercise, any remedy or right accruing on default shall impair any such remedy or right, or shall be construed to be a waiver of any such default of the same or different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

17. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

(a) Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.

(b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.

(c) Exercise or refrain from exercising or waive any right Mortgagee may have.

(d) Accept additional security of any kind.

(e) Release or otherwise deal with any property, real or

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Anything herein contained to the contrary notwithstanding, it is understood and agreed that The Steel City National Bank of Chicago, individually, shall have no obligation to see to the performance of

or security hereunder. This mortgage is executed by the undersigned trustee, not personally, but as Trustee as aforesaid, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not a personal covenant, but for the purpose of binding it personally, but this instrument is executed and delivered by The Steel City National Bank of Chicago, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, not shall at any time be asserted or enforced against, The Steel City National Bank of Chicago, its agents or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second party or holder of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second party or the holder of said principal or interest notes hereof, and by every person now or hereafter claiming any right or security hereunder.

23. That this mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

22. On sale or transfer of (1) all or any part of the premises, or any interest therein, or (ii) beneficial interests in Mortgages, Mortgages is not a natural person or persons, but is a corporation, partnership, trust or other legal entity. Mortgagee may at Mortgagee's option declare all of the sums secured by this instrument to be immediately due and payable.

21. MORTGAGEE HEREBY WAIVES ANY AND ALL RIGHTS OR REMEDIES FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREE OR JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

20. All provisions hereof shall inure to and bind the respective heirs, executors, administrators, successors, vendees and assigns of the parties hereto, and the word "Mortgagor" shall include all persons claiming under or through Mortgagor and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note of this Mortgage. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

19. As further security for the indebtedness hereby secured, the Mortgagor hereby assigns to the Mortgagee all of the rents, issues and profits and/or any and all rights of the management of the premises. The Mortgagor may concurrently herewith, execute and deliver to the Mortgagee a separate instrument (herein called the "Assignment of Rents") dated as of the date hereof, wherein and where-by, among other things, the Mortgagor has assigned to the Mortgagee all of its rents, issues and profits and all leases and/or the right of the management of the premises, all as therein more specifically set forth, which said Assignment of Rents is hereby incorporated herein by reference as fully and with the same effect as if set forth herein at length.

18. Upon full payment of all sums secured hereby at the time and in the manner provided, then this conveyance shall be null and void and within thirty days after written demand therefor a reconveyance or release of the premises shall be made by Mortgagee to Mortgagor.

the property mortgaged hereby, including all or any part of personal, securing the indebtedness, including all or any part of

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non-performance of any of the covenants herein contained herein contained, it being understood that the payment of the money secured hereby mortgage and the rents, issues, and profits thereof.

IT WITNESS WHEREOF, The Steel City National Bank of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Loan Officer, and its corporate seal to be hereunto affixed and attested by its Ass't Trust Officer, the day and year first above written.

(S E A L)

The Steel City National Bank of Chicago, as Trustee as aforesaid and not personally,

ATTEST:

BY:

Diane R. Nagel
Loan Officer

Pamela Cernetic
Ass't Trust Officer

STATE OF

SS

COUNTY OF

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Diane R. Nagel, Loan Officer of The Steel City National Bank of Chicago and Pamela Cernetic, Ass't Trust Officer of said Bank, who are personally known to me to be the same persons whose names a subscribed to the foregoing instrument as such Loan Officer and Ass't Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Ass't Trust Officer then and there acknowledged that she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11th day of October, 1985.

Joan M. [Signature]
Notary Public

My commission expires: April 14, 1988

This document was prepared by: After recording mail to:

Steven D. Raklich
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Suite 204
Matteson, IL 60443

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