(1997)

2-0066101

MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT COURTYARDS OF WESTCHESTER

3200

THIS MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (the "Mortgage") is made as of \(\left(\text{V25} \right) \), 1985 by and between HARRIS BANK OF HINSDALE, a corporation of the United States, not personally but as Trustee under Trust Agreement dated August 8, 1984 and known as Trust Number L-888 (the "Mortgagor"), whose mailing address is 50 South Lincoln Street, Hinsdale, Illinois 60521 and FORD CITY BANK AND TRUST CO., an Illinois banking corporation (the "Mortgagee"), whose mailing address is 7601 South Cicero Avenue, Chicago, Illinois 60652.

WITNESSETH:

THAT, WHERMAS the Mortgagor is justly indebted to the Mortgagee in the principal sum of FIVE MILLION SIX HUNDRED THOUSAND AND NO/100 (\$5,600,000.00) DOLLARS evidenced by one certain PROMISSORY NOTE of the Mortgagor of even date herewith (the "Note"), the terms and provisions of which are incorporated herein by reference as if fully set-forth herein, made payable to the order of and delivered to the Mortgagee, whereby the Mortgagor promises to pay the said principal sum, late charges, and interest at the rate or rates and in installments, all as provided in the Note. The final payment of principal and interest, if not sooner paid, shall be due on May 1, 1987. All such payments on accourt of the Indebtedness secured hereby shall be applied first to interest on the unpaid principal balance, secondly to any other sums due thereunder, thirdly to all other advances and sums secured hereby, and the remainder to principal, all of said principal and interest being made payable at such place as the holder of the Note may from time to time in writing appoint, and in the absence of such appointment, then at the office of Ford City Bank and Trust Co., 7001 South Cicero Avenue, Chicago, Illinois 60652.

This Mortgage is given to secure not only the existing indebtedness under the Note but also such future advances as may be made from time to time to Mortgagor from date hereof to within twenty years from the date of this Mortgage, and the lien of this Mortgage shall secure such future advances although there may be no indebtedness outstanding under the Note at the time any future advance is made. This Mortgage shall secure all future advances to Mortgagee or its Beneficiaries, but is expressly limited to THIRTEEN MILLION AND NO/100 (\$13,000,000.00) DOLLARS plus accrued interest, fees and expenses as hereafter set forth.

THIS INSTRUMENT PREPARED BY:

BRIAN MELTZER
SUITE 3400
401 NORTH MICHIGAN AVENUE
CHICAGO, ILLINOIS 60611

MAIL TO:

BRIAN MELTZER
SUITE 3400
401 NORTH MICHIGAN AVENUE
CHICAGO, ILLINOIS 60611

MOSTGRUE, FROURTRY AGSREMBUT AND FLANGILIG STATEMENT COURTERSED OF WISTOHESTER

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NOW, THEREFORE, the Mortgagor, to secure the payment of said principal sum of money and said interest and late charges and prepayment premiums in accordance with the terms, provisions and limitations of this Mortgage and of the Note, and the performance of the covenants and agreements herein contained by the Mortgagor to be performed, and also in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents MORTGAGE, GRANT, REMISE, RELEASE, ALIEN AND CONVEY unto the Mortgagee and its successors and assigns, the real estate and all of its present and hereafter-acquired estate, right, title and interest therein, situated, lying and being in the County of Cook and State of Illinois which is legally described in Exhibit a hereto.

TOGETHER with all improvements, tenements, reversions, remainders, easements, fixtures and appurtenances now or hereafter thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily); all tenant security deposits, utility deposits and insurance premium rebates to which Mortgagor may be entitled or which Mortgagor may be holding; and all fixtures, apparatus, equipment and articles now or he reafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation (whether single units or centrally controlled) including (without restricting the foregoing): all fixtures, apparatus, equipment and articles (other than trade fixtures used in the operation of a business and other than inventories held for sale, which relate to the use, occupancy, and enjoyment of the Premises, it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared (to the maximum extent permitted by law) to form part and parcel of the real estate and to be appropriated to the use of the real estate (herein, the "Premises"), and shall be, for the purposes of this Mortgage, deemed to be real estate and conveyed and mortgaged hereby.

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

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Maintenance/Liens. Mortgagor shall: (a) promptly repair, restore or rebuild any buildings and other improvements now or hereafter on the Premises which may become damaged or destroyed to substantially the same character as prior to such damage or destruction, without regard to the availability or adequacy of any

NOW, THE EVENUE, the Mort source the powered of said principal was of woney and supprincipal was of woney and distributed presided in accordance with the terms, provisions and limitations of this working and the sovenants of this working work of the covenants and agreements because the sovenants and agreements because of the sold by the Mortgagor to be performed, and also to control of the unit of the new of the nortgagor (\$1.60) in hard cond, the could be worked to hardly acknowledged, does by check growers worked, the color of the and all of the precede and herefore and the of the precede and herefored, light, light and later of the color of the

TOORTHER with all improvement, tementary retained by remainders, caserines, fixtores and apputtenders now or bereafter therefor be terred for so therefor be terred for so therefor and during, and all such there is the court est to a antitled thereby tong and during all such them a foregage, esp during the terretore. (which are pleiged primarity and on a pacet with eald seat encane. asioceb valido adazoneb vilences france ile villeberses den bes que bairine ed yes repapate mine de reserva animore ennamment fus which Mortgager may be helaing; and off fixtures, apparatus, aquip-ment and articles now at hereefeer dereig or thursen apparatus. supply heat, ges, at anditioned, weser, light, gower, sprintier Probaction, waste ceroval, ordingstorion and ventilation (Obether single units or centrally ones, (All) including (Without restricting the foregoing and distance the foregoing and distance the this points of a few points of the book to bust it bear and the points of the points and the contract of the points and the points a other than inversedes not it ice sale) which relate to the copy . . . Owner than resources and received and received received to the end control that occupancy, and control that the companers of and control that the equateration of any areal that reticion of property while in the wise exclude of the collision and income of property and in the appetitude of the collision and income of property and appetitude that the collision is and another than the collision of or berital reduced, baxim bas linemak; from the color beads of medical and formal and land of the final and colors are from the colors and colo much and od) hershood the buench , sententially yether we bus tind enades liver and to leaving the dwent smoothed (well of bedsless a modera and to be appropriated to the use of the shall catain (besein, the Logapinem hads ho decopour of the coldinate has little and page decimed to be real estate and correspondent mortigaged hereby.

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casualty insurance proceeds or eminent domain awards; (b) keep the Premises constantly in good condition and repair, without waste; (c) keep the Premises free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof (collectively called "Liens"), subject, however, to the rights of the Mortgagor set forth in Paragraph la below; (d) immediately pay when due any indebtedness which may be secured by a lien or charge on the Premises on a parity with or superior to the lien hereof (no such lien to be permitted hereunder), and upon request exhibit satisfactory evidence of the discharge of such lien to Mortgagee; (e) complete within a reasonable time any building or other improvement now or at any time in process of erection upon the Premises; (f) comply with all federal, state and local requirements of law, regulations, ordinances, orders and judgments and all covenants, easements and restrictions of record with respect to the Premises and the use chereof; (g) make no alterations in the Premises without Mortgagee's prior written consent; (h) suffer or permit no change in the general nature of the occupancy of the Premises without Mortgagee's prior written consent; (j) observe and comply with all conditions and requirements (if any) necessary to preserve and extend all rights, easements, licenses, permits (including without limitation zoning variations and any non-conforming uses and structures), privileges franchises and concessions applicable to the Premises or contracted for in connection with any present or future use of the Premises; and (k) pay each item of Indebtedness secured by this Mortgage when due according to the terms hereof and of the Note. As used in this Pacograph I and elsewhere in this Mortgage, the term "Indebtedness" mains and includes the unpaid principal sum evidenced by the Note, tagether with all interest, additional interest, late charges and prepayment premiums thereon, and all other sums at any time secured by this Mortgage. Anything in Subparagraphs (c) and (d) of this Paragraph to the contrary notwithstanding, Mortgagor may, in good fails and with reasonable diligence, contest the validity or amount of any Lien not expressly subordinated to the lien hereof, and defer payment and discharge thereof during the pending of such contest, provided: such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such Lien; (ii) that, within ten (16) days after Mortgagor has been notified of the assertion of such Lien, Mortgagor shall have notified Mortgagee in writing or Mortgagor's intention to contest such Lien; and (iii) that Mortgagor shall have deposited with Mortgagee at such place as Mortgagee may from time to time in writing appoint, and in the absence of such appointment, then at the office of Mortgagee a sum of money which shall be sufficient in the judgment of Mortgagee to pay in full such Lien and all interest which might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional interest whenever, in the judgment of Mortgagee, such increase is advisable. Such deposits are to be held without any allowance of interest. If Mortgagor shall fail to prosecute such contest with reasonable diligence or shall fail to pay the amount of the Lien plus any interest finally determined to

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be due upon the conclusion of such contest, to the extent such amount exceeds the amount which Mortgagee will pay as provided below, or shall fail to maintain sufficient funds on deposit as hereinabove provided, Mortgagee may, at its option, apply the money so deposited in payment of or on account of such Lien, or that part thereof then unpaid, together with all interest thereon. amount of money so deposited shall be insufficient for the payment in full of such Lien, together with all interest thereon, Mortgagor shall forthwith, upon demand, deposit with Mortgagee a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full, Mortgagee shall, upon the final disposition of such contest, apply the money so deposited in full payment of such bien or that part thereof then unpaid, together with all interest thereon (provided Mortgagor is not then in default hereunder) when so requested in writing by Mortgagor and when furnished by Mortgagor with sufficient funds to make such payment in full and with evidence satisfactory to Mortgagee of the amount of payment to be made.

2. Payment of Taxes. Mortgagor shall pay all general taxes before any penalty or interest attaches, and shall pay special taxes, special assessments, water charges, sewer service charges, and all other charges against the Premises of any nature whatsoever when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor within thirty (30) days following the date of payment. Mortgagor shall pay in full "under protest" any tax or assessment which Mortgagor may desire to contest, in the manner provided by law.

Deposits.

(a) Taxes. Mortgagor shall deposit with the Mortgagee as the Mortgagee may from time to time in writing appoint, and in the absence of such appointment, then at the office of Ford City Bank and Trust Co. in Chicago, Illinois, commenting on the date of disbursement of the proceeds of the loan secured bereby and on the first day of each month following the month in whic's said disbursement occurs, a sum equal to the amount of all real escate taxes and assessments (general and special) next due upon or for the Premises (the amount of such taxes next due to be based upon the Mortgagee's reasonable estimates as to the amount of taxes and assessments to be levied and assessed) reduced by the amount, if any, then on deposit with the Mortgagee, divided by the number of months to elapse before one month prior to the date when such taxes and assessments will become due and payable. Such deposits are to be held without any allowance of interest to Mortgagor and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. funds so deposited are insufficient to pay any such taxes or assessments (general or special) when the same become due and payable, the Mortgagor shall, within ten (10) days after receipt of demand therefor from the Mortgagee, deposit such additional funds as may be necessary to pay such taxes and assessments (general and

be due upon the courclesion of cach contest, to the kittent agenbalchrough to yet file seeps from doing donoes and absorbe danders below; or shall fail to maintain sufficient funds on deposit so bereinabova grovided, Sergegee may, at its option, angly the sceep as deposited in payment of or account of deal historians, or that paymen thereof then unpaid, together with discusse barroon. If the wasted of money we depend that to insure the payment in dull of tuob blom, to maken with all interpat the coon, Wortendor sidal forthwatir, were demand, deposit with doragadee a sum writing when added to the Land then on deposit, and to be be severing and *forwers louds end once (linds objectives vilos ni decaying dout aken ປະຕິດແລະ ເປັນ ກຳ ເພື່ອສະໄດ້ແຊ້ວນ ແລະ ກຸຍເກີດເປັນ ເປັນຊຸດ ເປັນການການ ກິດຄົນ ໄດ້ ຫວັນນີ້. If n ປປ ເພື່ອການ ການປະຊຸດປະຊຸດປະຊຸດຕົ້ນ ການປະຊຸດ ການປະຊຸດ ການປະຊຸດ ປະຊຸດ ປະຊຸດ ປະຊຸດ ການປະຊຸດ ການປະຊຸດ ໄດ້ ຄົນ tarest by all need one of religible to block then in the desirable nade the Coopeant of pridity of besterned on unit that the transmission furnished by Wirrgugir wite Antibitient (unda to reserve) payment in full and with artidence saviefactory so Mortesanor of the anount . obem od od dnemysnijo

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special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits. Said deposits shall be kept separate and apart from any other funds of the Mortgagee. Anything in this Paragraph 3 to the contrary notwithstanding, if the funds so deposited are insufficient to pay any such taxes or assessments (general or special) or any installment thereof, Mortgagor will, not later than the thirtieth (30th) day prior to the last day on which the same may be paid without penalty or interest, deposit with the Mortgagee the full amount of any such deficiency. If any such taxes or assessments (general or special) shall be levied, charged, assessed or imposed upon or for the Premises, or any portion thereof, and if such takes or assessments shall also be a levy, charge, assessment or imposition upon or for any other premises not encumbered by the lien of this Mortgage, then the computation of any amount to be deposited under this Paragraph 3 shall be based upon the entire amount of such tixes or assessments, and Mortgagor shall not have the right to apportion the amount of any such taxes or assessments for the purposes of such computation.

- (b) Insurance. For the purpose of providing funds with which to pay premiums when due on all policies of fire and other hazard insurance covering the Premises and the Collateral (defined below), Mortgagor shall deposit with the Mortgagee, commencing on the date of disbursement of the proceeds of the loan secured hereby and on the first day of each month following the month in which said disbursement occurs, a sum equal to the Mortgagee's estimate of the premiums that will next become due and payabe on such policies reduced by the amount, if any, then on deposit with the Mortgagee, divided by the number of months to elapse before one (1) month prior to the date when such premiums become due and payable. No interest shall be allowed to Mortgagor on account of any deposit made hereunder and said deposit shall be kept separate and apart from any other funds of the Mortgagee.
- (c) Notwithstanding anything contained herein to the contrary, as long as no default exists hereunder, Mortgagee shall not require Mortgagor to make the tax and insurance deposits provided for in this Paragraph.
- 4. Use of Deposits. In the event of a default hereunder, the Mortgagee may, at its option but without being required so to do, apply any monies at the time on deposit pursuant to Paragraph 3 on any of Mortgagor's obligations contained herein or in the Note, in such order and manner as the Mortgagee may elect. When the Indebtedness has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the Premises as the same apper on the records of the Mortgagee. A security interest, within the meaning of the Uniform Commercial Code of the State in which the Premises are located, is hereby granted to the Mortgagee in and to all monies at any time on deposit pursuant to Paragraph 3 and such monies and all of Mortgagor's right, title and

opequal) in full. If the funds so deposited exceed the amount required to yey such taxed and one assence (general and epecial) classing the encode the beliefes of Their carries of leading the account days to or depotion. Said depositioned by bert separate and north from was about that of the Mark prover anything in this paragraph are sic besishagon on structure of the breadstades vacadous odd insufficient to pay and board of leadestments (general or special) or any lastellment thereon, Marraagor will, not later thin the thirdest of which the suce the the thirdest of the suce the the suce the suce of the suce connected and driv simmed. Assessed to villner such bing ad you the full emember of any cost defletency. If any such seven or assessed as every the state of assessed or imposed upon or for the example, or any sortion thereof, and if such bakes of ancoessence chall also be a levy, oner, assessment, end we become one ton reciment and to get bed to decumentationers to Ligh of this Mukegayey then the competention of any anount to be deposited and second panel of their to descent and the best term second of such branch or obcobene to and works will knot to base sacronospaer to about dues you by surpose odd noitheous of digit asy នេស្សនៃសមានមួយមាន មិនមាន ក្រុម មានបញ្ជាប់ មេស៊ីនី ដែលនិ

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interest therein are hereby assigned to Mortgagee, all as additional security for the Indebtedness hereunder and shall, in the absence of default hereunder, be applied by the Mortgagee for the purposes for which made hereunder and shall not be subject to the direction or control of the Mortgagor; provided, however, that the Mortgagee shall not be liable for any failure to apply to the payment of taxes or assessments or insurance premiums any amount so deposited unless Mortgagor, while not in default hereunder, shall have furnished Mortgagee with the bills therefor and requested Mortgagee or the Depositary in writing to make application of such funds to the payment of the particular taxes or assessments or insurance premiums for payment of which they were deposited, accompanied by the bills for such taxes or assessments or insurance premiums. Mortgagee shall not be liable for any act or omission taken in good faith, but only for its gross negligence or willful misconduct.

5. Insurance.

- (a) Mortgagor shall keep all buildings and improvements and the Collateral (defined in Paragraph 26 below) now or hereafter situated on said Premises insured (which during construction shall include insurance in builders risk form) against loss or damage by fire on a so-called "All Risks" basis and against such other hazards as may reasonably be required by Mortgagee, including without limitation of the generality of the foregoing: (i) rent loss or business Interruption insurance whenever in the opinion of Mortgagee such protection is necessary; and (ii) flood insurance whenever same is available and, in the opinion of Mortgagee, such protection is necessary. Mortgagor shall also provide insurance coverages with such limits for personal injury and death and property damage as Mortgagee may require. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagee, with waiver of subrogation and replacement cost endorsements and a standard non-contributory mortgager clause attached to all policies, including a provision requiring that the coverages evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagee. Mortgagor shall deliver all original policies, including additional and renewal policies, to Mortgagee and, in the case of Ansurance about to expire, shall deliver renewal policies not less than thirty (30) days prior to their respective dates of expiration.
- (b) Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereon under a standard non-contributory mortgagee clause acceptable to Mortgagee. Mortgagor shall immediately notify Mortgagee whenever any such separate insurance is taken out and shall promptly deliver to Mortgagee the original policy or policies of such insurance. In the event of a foreclosure of the lien of this Mortgage, or of a transfer of title to the Premises either in lieu of foreclosure or by purchase at the foreclosure sale, all

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interest in all insurance policies in force shall pass to Mortgagee, transferee or purchaser, as the case may be.

- (c) Within ninety (90) days following the end of each fiscal year of Mortgagor, at the request of the Mortgagee, Mortgagor agrees to furnish evidence of insurable value and of replacement cost, without cost to the Mortgagee, such as are regularly and ordinarily made by insurance companies to determine the then replacement cost and insurable value of the building(s) and other improvements on the Premises.
- Loss Covered by Insurance. In case of loss or damage by fire or other casualty, Mortgagee is authorized: (a) to settle and adjust any claim under insurance policies which insure against such risks; or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid in regard to such In either case, Mortgagee is authorized to collect and receipt for any such insurance monies. As long as no default exists hereunder, such insurance proceeds shall be held by the Mortgagee and applied to pay for the cost of repair, rebuilding or restoration of the buildings and other improvements on the Premises under the conditions that the Mortgagee may require. In any event, the buildings and other improvements shall be so repaired, restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the proceeds are made available by the Mortgagee to reimburse the Mortgagor for the cost of repair, rebuilding, restoration and the reasonable charges of the Disbursing Party (hereinafter defined) shall, at the option of the Mortgagee, be applied on account of the Indebtedness or paid to any party entitled thereto as the same appear on the records of the Mortgagee. No interest shall be allowed to Mortgagor on any proceeds of insurance held by the Disbursing Party.

As used in this Paragraph 6, the term "Disbursing Party" refers to the Mortgagee and to any responsible trust company or title insurance company selected by the Mortgagee.

America or of any state or subdivision thereof having jurisdiction over the Mortgagor, any tax is due or becomes due in respect of the issuance of the Note, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to reimburse the Mortgagee for any sums which Mortgagee may expend by reason of the Imposition of any tax on the issuance of the Note. In the event of the enactment, after this date, of any law of the state in which the Premises are located deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens

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- (t) William accept (90) days following the opt of each fiscal year year following the opt of each fiscal year of Mortgagor, at the stone to the Hortgagor, agreed to agree to finalist evidence of inchestly value and of regingement cost, without cout to the Mortgagor, and the regularity hade by insurance comparies to deformine the total replacement cost and incuration value of the building (s) and other improvements on the Pinalogs.
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herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then, and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee; (i) it might be unlawful to require Mortgagor to make such payment; or (ii) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law; then and in any such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the Indebtedness to be and become due and payable sixty (60) days from the giving of such notice.

8. Assignment of Leases.

- (a) As additional security for the payment of the Note and for the faithful performance of the terms and conditions contained herein, Mortgager and its beneficiary or beneficiaries have assigned to the Mortgagee all of their right, title and interest as landlord, if any, and all future leases of the Premises. All leases of the Premises are subject to the approval of the Mortgagee as to form, content and tenant.
- (b) Mortgagor will not and Mortgagor's beneficiary or beneficiaries will not, without Mortgagee's prior written consent: (i) execute any assignment or pledge of any rents or any leases of the Premises except an assignment or pledge securing the Indebtedness; or (ii) accept any payment of any installment of rent more than thirty (30) days before the due date thereof; or (iii) make any lease of the Premises except for actual occupancy by the tenant thereunder.
- (c) Mortgagor at its sole cost and expanse will: (i) at all times promptly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in all leases of the Premises, on the part of the landlord thereunder to be kept and performed; (ii) enforce or secure the performance of all of the covenants, conditions and agreements of such leases on the part of the tenants to be kept and performed, but Mortgagor shall not and Mortgagor's beneficiary or beneficiaries shall not modify, amend, cancel, terminate or accept surrender of any lease without prior written consent of Mortgagee; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with such leases or the obligations, duties or liabilities of the landlord or of any tenants thereunder; (iv) transfer and assign or cause to be separately transferred and assigned to Mortgagee, upon written request of Mortgagee, any lease or leases of the Premises heretofore or hereafter entered into, and make, execute and deliver to Mortgagee upon demand, any and all instruments required to effectuate said assignment; (v) furnish

barkin required to be paid by Mortgagor, or changing is any way this laws relating to be the training of debts soupred by anortgages of the Mortgages of the Mortgages of the Mortgages of the Manney, or the Manney of collection of taxes, we as adject this Mortgage of the Manney of the Capter of the Law of the Mortgage of the World of the Mortgage of the World of the Mortgage of the Mortgages of the Mortgages of the Law of the

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- (b) Moresular and all not, will not and invegagaris bingficiary or the beneficiary or the beneficiary or the prior written consent; and invegagaris prior written consent; and it executes any account of any leader of the frontest and the frontest of any independent of the fill account of the final than the first than the consent of the first than the consent of the formal consent of the feath and the consent of the feath account the first any lease of the feath account the there exists.

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Mortgagee, within ten (10) days after a request by Mortgagee so to do, a written statement containing the names of all tenants and the terms of all leases of the Premises, including the spaces occupied and the rentals payable thereunder; and (vi) exercise within five (5) days of any demand therefor by Mortgagee any right to request from the tenant under any lease of the Premises a certificate with respect to the status thereof.

- (d) Nothing in this Mortgage or in any other documents relating to the loan secured hereby shall be construed to obligate Mortgagee expressly or by implication, to perform any of the covenants of any landlord under any of the leases assigned to Mortgagee or to pay any sum of money or damages therein provided to be paid by the landlord, each and all of which covenants and payments Mortgagor agrees to perform and pay or cause to be performed and paid.
- (e) At the option of the Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in eminent domain), to any one or more leases affecting any part of the Premises, upon the execution by Mortgagee and recording or registration thereof, it any time hereafter, in the office wherein this Mortgage was registered or filed for record, of a unilateral declaration to that effect.
- (f) In the event of the enforcement by Mortgagee of any remedies provided for by law or by this Mortgage, the tenant under each lease of the Premises shall, at the option of the Mortgagee, attorn to any person succeeding to the interest of landlord as a result of such enforcement and shall recognize such successor in interest as landlord under such lease without change in the terms or other provisions thereof; provided, however, that said successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance or any amendment or modification to any lease made without the consent of Mortgagee or said successor in interest. Each tenant, upon request by said successor in interest, shall execute and deliver an intrument or instruments confirming such attornment.
- (g) Mortgagee shall have the option to declare this Mortgage in default because of a material default of landlord in any lease of the Premises, whether or not such default is cured by Mortgagee pursuant to the right granted herein. It is covenanted and agreed that a default under any Assignment of Rents or Leases executed pursuant to this paragraph 8 shall constitute a default hereunder, on account of which the whole of the Indebtedness secured hereby shall at once, at the option of the Mortgagee, become immediately due and payable, without notice to the Mortgagor.
- 9. Actions by Mortgagee/No Release. From time to time Mortgagee may, at Mortgagee's option, without giving notice to or obtaining the consent of Mortgagor or Mortgagor's successors or

- (d) Horitag is this Nortegigo or in any since documents related to the local documents. Set at the local society chall be construct to obligate. Nortegages angionally or by implication, to perform any of the covernants of any lacklors under any of the leases assigned to Mortgages or to pay any run of morey or domages therein provided to be paid by the landlord, each and all or which covernants and late of perform and all or which covernants agency formed and paid.
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assigns or the consent of any junior lien holder, guarantor or tenant, without liability on Mortgagee's part and notwithstanding Mortgagor's breach of any covenant, agreement or condition: (a) release anyone primarily or secondarily liable on any of the Indebtedness; (b) accept a renewal note or notes therefor; (c) release from the lien of this Mortgage any part of the Premises; (d) take or release other or additional security for the Indebtedness; (e) consent to any plat, map or plan of the Premises; . (f) consent to the granting of any easement; (g) join in any extension or subordination agreement; (h) agree in writing with Mortgagor to modify the rate of interest or period of amortization of the Note or change the time of payment or the amount of the monthly installments payable thereunder; and (i) waive or fail to exercise any right, power or remedy granted by law or herein or in any other instrument given at any time to evidence or secure the payment of the Indebtedness. Any actions taken by Mortgagee pursuant to the terms of this Paragraph 9 shall not impair or affect: (a) the obligation of Mortgagor or Mortgagor's successors or assigns to pay any sums at any time secured by this Mortgage and to observe all of the covenants, agreements and conditions herein contained; (b) the guaranty of any individual or legal entity for payment of the Indebtearess; and (c) the lien or priority of the lien hereof against the rremises.

- Mortgagee's Performance of Defaulted Acts. In case of default herein, Mortgages may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner Mortgagee deems expedient, and may but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchaser, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment or cure any default of any landlord in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee in regard to any tax referred to in Paragraph 7 or to protect the Premises or the lien hereof, shall be so much additional Indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of interest set forth in the Note applicable to a period when a default exists thereunder. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.
- ll. Reliance on Bills. Mortgagees in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any

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other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

Acceleration of Indebtedness in Case of Default. (a) default be made in the due and punctual payment of principal or interest on the Note, or any other payment due in accordance with the terms thereof; or (b) a default shall occur under the Construction Loan Agreement of even date herewith between Mortgagee and Mortgagor's beneficiary or under any of the "Loan Documents" as defined therein; or (c) the Mortgagor or any beneficiary thereof or any guarantor of the Note shall file (i) a petition for liquidation, coorganization or adjustment of debt under Title 11 of the United states Code (11 U.S.C. §§ 101 et seq.) or any similar law, state or rederal, whether now or hereafter existing, or (ii) any answer admitting insolvency or inability to pay its debts, or (iii) fail to obtain a vacation or stay of involuntary proceedings within ten (15) days, as hereinafter provided; or (d) any order for relief of the Mortgagor or any beneficiary thereof or any guarantor of the Note shall be entered in any case under Title 11 of the United States Code, or a trustee or a receiver shall be appointed for the Mortgagor or for any beneficiary thereof or for any guarantor of the Note, or for all or the major part of the property of Mortgagor or for any beneficiary thereof or for any guarantor of the Note in any voluntary or involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of the property of the Mortgagor in any voluntary or involuntary proceeding for the reorganization, discolution, liquidation, adjustment of debt or winding up of the Mortgagor and such trustee or receiver shall not be discharged or such jurisdiction not be relinquished or vacated or stayed on appeal or otherwise stayed within ten (10) days; or (e) the Mortgagor shall make an assignment for the benefits of creditors, or shall admit in wricing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all or any major part of its property; or (f) default shall be made in the due observance or performance of any other covenant, I greement or condition hereinbefore or hereinafter contained and required to be kept or performed or observed by the Mortgagor or its proeficiary; (g) default shall be made in the due observance or performance of any covenant, agreement or condition required to be kept or observed by Mortgagor or its beneficiary in any other instrument given at any time to secure the payment of the Note; then and in any such event, the whole of the Indebtedness shall at once, at the option of the Mortgagee, become immediately due and payable without notice to Mortgagor. If while any insurance proceeds or condemnation awards are held by or for the Mortgagee to reimburse Mortgagor or any lessee for the cost of repair, rebuilding or restoration of building(s) or other improvement(s) on the Premises, as set forth in Paragraphs 6 and 18 hereof, the Mortgagee shall be or become entitled to accelerate the maturity of the Indebtedness, then and in such event, the Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in reduction of the Indebtedness, and any excess held by it over the amount of the Indebtedness shall be paid to Mortggor or any

other prior live, may do so victore logalry so to the validity or amount of any claim for live which may be reserved.

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party entitled thereto, without interest, as the same appear on the records of the Mortgagee.

13. Foreclosure; Expenses of Litigation.

- (a) When the Indebtedness or any part thereof shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness or part thereof. In any civil action to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness in the order or judgment for foreclosure and sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of said order or judgment) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens' Certificates and similar data and assurances with respect to the title as Morcyagee may deem reasonably necessary either to prosecute such civil action or to evidence to bidders at any sale which may be had pursuint to such order or judgment the true condition of the title to, or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned and such expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the fees of any attorneys employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the Premises, including probate, appellate and bankruptcy proceedings, or in preparations for the commencment or defense of any action or proceeding or threatened action or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the rate set forth in the Note applicable to a period when a default exists thereunder, and shall be secured by this Mortgage.
- (b) At all times, the Mortgagor shall appear in and defend any suit, action or proceeding that might in any way in the sole judgment of Mortgagee affect the value of the Premises, the priority of this Mortgage or the rights and powers of Acrtgagee hereunder or under any document given at any time to secure the Indebtedness. Mortgagor shall, at all times, indemnify, hold harmless and reimburse Mortgagee on demand for any and all loss, damage, expense or cost, including cost of evidence of title and attorneys' fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Mortgage, and shall bear interest after demand at the rate specified in the Note applicable to a period when an uncured default exists thereunder, and such interest shall be secured hereby and shall be due and payable on demand.
- 14. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the

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tions Republic frag you be access the and only model (of id farta angegasom enstwinddo ac inddessibbbe yd haddoby (est). Second have the right to foreclose the list accomings sook ladebredeas or park cherrot. In any divid action to forseless the bigs harked, al prembojneper involdifos es Erboyani tab tavalle ad tirda preda the order or judgment for forectigage and make all expenditures and weepsgant to Mished no so to hearthed to him, of the dulid weeksnown for absorbers today approlately been outlays for decomparing and espett eridence, steneg papieral charges, publication over, each odeta which may be eithmared as so itema to be expended after the state of the states of the states of the states of securing all Such abatement of title, tible overdire and examterion, totic considerations. Total considerations and total as a Total and a consideration of the consid as beauth greenwood a comment of the state of edice you so sauditid ou terminiva es se enfare limit describances aug កំពុង្គ មន្ទី និក្សាយុធិន និក្សាយុធិន និក្សាយុខ មិនបន្ទី និក្សាយុខ នេះ និក្សាយុខ មិនប្រាសាធិន និក្សាយុខ និក្សា condition is tro tire term course the confident for the care an apparationer expenditures and engrances of the record in this dayage and monthfrom. and such engraves and from the engranced in the proposition of a the Propinse and the reformance of the files of this Montagow. end action of the control of any action of the control of dorthages in any little control of the gradelboomi ed ficht (enibeacoeg an adiavalanein-and to baibeacoeg due and payable by twangare, with interess theteon at the rate such forth in the three applicable to a period when andersuit emires Assertant of the secret of the real colonestes

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preceding Paragraph hereof; second, all other items which may under the terms hereof constitute secured Indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; and fourth, any overplus to any party entitled thereto as their rights may appear.

- Appointment of Receiver or Mortgagee in Possession. Upon, or at any time after, the commencement of an action to foreclose this Mortgage, the court in which such action was commenced may, upon request of the Mortgagee, appoint a receiver of the Premises either before or after foreclosure sale, without notice and without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not; and the Mortgagee or any holder of the Note may be appointed as such receiver or as Mortgagee in possession. Such receiver or the Mortgagee in possession shall have power to collect the cents, issues and profits of the Premises during the pendency of such foreclosure action and, in case of a sale and a deficiency, during the full statutory period of redemption (if any), whether there be redemption or not, as well as during any further times (if any) when Mortgagor, except for the intervention of such receiver or Mortgagee in possession, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver or nortgaged in possession to apply the net income in its hands in payment in whole or in part of: (a) the Indebtedness secured hereby or by any order or judgment foreclosing the lien of this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or the lien of such order or judgment, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.
- Rights Cumulative. Each right, power and camedy conferred upon the Mortgagee by this Mortgage and by all other documents evidencing or securing the Indebtedness and conferred by law and in equity is cumulative and in addition to every other right, power and remedy, express or implied, given now or hereafter existing, at law and in equity; and each and every right, power and remedy herein or therein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Mortgagee; and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of, or discontinuance by, the Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

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17. Mortgagee's Right of Inspection. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

18. Condemnation.

- (a) Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. So long as: (a) each lease, if any, is in full force and effect and each tenant thereunder is not in default and such taking shall not result in the termination or cancellation of any of those leases or give any tenant thereunder the right to cancel its lease; (b) the Premises require repair, rebuilding or restoration; and (c) this Mortgage is not in default; then any award, after deducting therefrom any expenses incurred in the collection thereof, shall be made available by the Mortgagee for the repair, rebuilding or restoration of the Premises in accordance with plans and specifications to be submitted to and approved by the Mortgagee.
- (b) In all other cases, the Mortgagee may elect to apply the proceeds of the avard upon or in reduction of the Indebtedness, whether due or not, or make those proceeds available for repair, restoration or rebuilding of the Premises in accordance with plans and specifications to be submitted to and approved by the Mortgagee. In any case where proceeds are made available for repair, rebuilding or restoration, the proceeds of the award shall be paid out in the same manner and under the same conditions provided in Paragraph 6 hereof for the payment of insurance proceeds toward the cost of repair, rebuilding or restoration. surplus which may remain out of said award after payment of such cost of repair, rebuilding, restoration and the reasonable charges of the Disbursing Party shall, at the option of the Mortgagee, be applied on account of the Indebtedness or paid to any party entitled thereto as the same appear on the records of the Nortgagee. interest shall be allowed to Mortgagor on account of any proceeds of any award held by the Mortgagee.
- 19. Release. Mortgagee shall release this Mortgage and the lien hereof by proper instrument upon payment and discharge of all Indebtedness secured hereby (including any prepayment charges and late charges provided for herein or in the Note) and upon payment of a reasonable fee to Mortgagee for the execution of such proper instrument.
- 20. Giving of Notice. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof by certified mail addressed to the Mortgagor or to the Mortgagee, as the case may be, at the respective addresses set forth on the first page hereof or at such other place as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder.

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- (b) In all other name, ble correged way blacked way black to apply the proceeds and base the transfer, whither due or not or bracked proceeds and laber for report, reathered or rewritting of the Premises in accordancy with plans and apportune or rewritting of the Premises in accordancy with plans and approved by with plans and approved by reportune of the Martysace. Is an error of the accordance of the reportune of the case of the case of the proceed of the case of the process of the case of the case of the process of the case o

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- 21. Waiver of Defense. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note.
- Waiver of Statutory Rights. Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of the lien of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Premises marshalled upon any oreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. Mortgagor does hereby expressly waive any and all rights of recemption from sale under any order or judgment of foreclosure of the lien of this Mortgage on behalf of the Mortgagor, the trust estate and all persons beneficially interested therein and each and every person, except judgment creditors of the Mortgagor in its representative capacity and of the trust estate, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.
- 23. Filing and Recording Charges and Taxes. Mortgagor will pay all filing, registration, recording and search and information fees, and all expenses incident to the execution and acknowledgement of this Mortgage and all other documents securing the Note and all federal, state, county and municipal taxes, other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery, filing, recording or registration of the Note, this Mortgage and all other documents securing the Note and all assignments thereof.
- 24. Business Purpose; Usury Exemption. Nortgagee has been advised by Mortgagor and its beneficiaries that the proceeds of the loan secured by this Mortgage will be used for the purposes specified in Paragraph 6404 of Chapter 17 of the 1981 illinois Revised Statutes, and that the principal obligation secured hereby constitutes a "business loan" which comes within the purview and operation of said paragraph.
- 25. Miscellaneous Binding Nature. This Mortgage and all provisions hereof shall extend to and be binding upon the original Mortgagor named on page 1 hereof and its successors, grantees, assigns, each subsequent owner or owners of the Premises and all persons claiming under or through Mortgagor; and the word "Mortgagor" when used herein shall include all persons and all persons primarily and secondarily liable for the payment of the Indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage.

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- 26. Release of Previous Holder. The word "Mortgagee" when used herein shall include the successors and assigns of the original Mortgagee named on page 1 hereof, and the holder or holders, from time to time, of the Note. However, whenever the Note is sold, each prior holder shall be automatically freed and relieved, on and after the date of such sale, of all liability with respect to the performance of each covenant and obligation of Mortgagee hereunder thereafter to be performed, provided that any monies in which the Mortgagor has an interest, which monies are then held by the seller of the Note, are turned over to the purchaser of the Note.
- 21. Severability and Applicable Law. In the event one or more of the provisions contained in this Mortgage or in the Note or in any other document given at any time to secure the payment of the Note shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provision of this Mortgage, the Note or other document and this Mortgage, the Note or other document shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The validity and interpretation of this Mortgage and the Note it secures are to be construed in accordance with and governed by the laws of the State of Illinois.
- 28. Estoppel Certificate. Mortgagor, within fifteen (15) days after mailing of a writter request by the Mortgagee, agrees to furnish from time to time a signed statement setting forth the amount of the Indebtedness and whether or not any default, offset or defense then is alleged to exist against the Indebtedness and, if so, specifying the nature thereof.
- Mortgagee shall have the right and option to commence a civil action to foreclose the lien of this Mortgage and to obtain an order or judgment of foreclosure and sale subject to the rights of any tenant or tenants of the Premises. The failure to join any tenant or tenants of the Premises as party defendant or defendants in any such civil action or the failure of any such order or judgment to foreclose their rights shall not be asserted by the Mortgagor as a defense in any civil action instituted to collect the Indebtedness secured hereby, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

30. Security Agreement and Financing Statement.

(a) Mortgagor and Mortgagoe agree: (i) that this Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code (the "Code") of the State of Illinois with respect to all sums on deposit with the Mortgagee pursuant to Paragraphs 6 and 18 hereof ("Deposits") and with respect to any property included in the definition herein of the

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word "Premises", which property may not be deemed to form a part of the real estate hereinabove described or may not constitute a "fixture" (within the meaning of Section 9-313 of the Code), and all replacements of such property, substitutions for such property, additions to such property, and the proceeds thereof (said property, replacements, substitutions, additions and the proceeds thereof being sometimes herein collectively referred to as the "Collateral"); and (ii) that a security interest in and to the Collateral and the Deposits is hereby granted to the Mortgagee; and (iii) that the Deposits and all of Mortgagor's right, title and interest therein are hereby assigned to the Mortgagee; all to secure payment of the Indebtedness and to secure performance by the Mortgagor of the terms, covenants and provisions hereof.

(b) In the event of a default under this Mortgage, the Mortgagee, pursuant to the appropriate provisions of the Code, shall have an option to proceed with respect to both the real property and Collateral in accordance with its rights, powers and remedies with respect to the real property, in which event the default provisions of the Code shall not apply. The parties agree that if the Mortgagee shall elect to proceed with respect to the Collateral separately from the real property, five (5) days notice of the sale of the Collateral shall be reasonable notice. reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by the Mortgagee shall include, but not be limited to, reasonable attorneys' fees and legal expenses incurred by Mortgagee. The Mortgagor agrees that, without the written consent of the Mortgagee, the Mortgagor will not remove or permit to be removed from the Premises any of the Collaboral except that so long as the Mortgagor is not in default hereunder, Mortgagor shall be permitted to sell or otherwise dispose of the Collateral when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Premises, but only upon replacing the same or substituting for the same other Collateral at least equal in value and utility to the initial value and utility of that disposed of and in such a manner that said replacement or substituted Collateral shall be subject to the security interest created hereby and that the security interest of the Mortgagee shall be perfected and first in priority, it being expressly understood and agreed that all replacements, substitutions and additions to the Collateral shall be and become immediately subject to the security interest of this Mortgage and covered hereby. The Mortgagor shall, from time to time, on request of the Mortgagee, deliver to the Mortgagee at the cost of the Mortgagor: (i) such further financing statements and security documents and assurances as Mortgagee may require, to the end that the liens and security interests created hereby shall be and remain perfected and protected in accordance with the requirements of any present or future law; and (ii) an inventory of the Collateral in reasonable detail. The Mortgagor covenants and represents that all Collateral now is, and that all replacements thereof, substitutions therefor or additions thereto, unless the Mortgagee otherwise consents, will be free and clear of

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liens, encumbrances, title retention devices and security interests of others.

- (c) The Mortgagor and Mortgagee agree, to the extent permitted by law, that: (i) all of the goods described within the definition of the word "Premises" herein are or are to become fixtures on the land described herein; (ii) this instrument, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture filing" within the meaning of Sections 9-313 and 9-402 of the Code; and (iii) Mortgagor is the record owner of the land described in this Mortgage.
- (d) If the Collateral is sold in connection with a sale of the Premises, Mortgagor shall notify the Mortgagee prior to such sale and shall require as a condition of such sale that the purchaser specifically agree to assume Mortgagor's obligations as to the security interests herein granted and to execute whatever agreements and filings are deemed necessary by the Mortgagee to maintain Mortgagee's first perfected security interest in the Collateral, Deposits and the deposits described in Paragraph 4 above.
- 31. Lien for Expenses and Fees. So long as the original Mortgagee named on page 1 hereof is the owner of the Note, and regardless of whether any proceeds of the loan evidenced by the Note have been disbursed, this Mortgage also secures the payment of all loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by the Mortgagee in connection with the loan transaction intended to be secured hereby, all in accordance with the loan commitments insued to and accepted by Mortgagor in connection with said loan.

32. Due on Sale or Encumbrance/Partial pelease.

(a) In determining whether or not to make the loan secured hereby, Mortgagee examined the credit-worthings of Mortgagor's beneficiary, found it acceptable and relied and continues to rely upon same as the means of repayment of the loan. Mortgagee also evaluated the background and experience of Beneficiary in owning and operating property such as the Premises, found (1): acceptable and relied and continues to rely upon same as the means of maintaining the value of the Premises which is Mortgagee's security for the loan. Beneficiary is a business entity well-experienced in borrowing money and operating property such as the Premises, was ably represented by a licensed attorney at law in the negotiation and documentation of the loan secured hereby and bargained at arm's length and without duress of any kind and for all of the terms and conditions of the loan, including this provision. Beneficiary recognizes that Mortgagee is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a loan, the security for which is purchased by a party other than the original Beneficiary or

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Mortgagor. Beneficiary further recognizes that any secondary or junior financing placed upon the Premises, or the beneficial interest of Beneficiary in Mortgagor (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrancer which would force Mortgagee to take measures and incur expenses to protect its security; (c) would detract from the value of the Premises should Mortgagee come into possession thereof with the intention of selling same; and (d) impair Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Premises.

- (b) In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security, both of repayment by Beneficiary and of value of the Premises; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; (iii) allowing hortgagee to raise the interest rate and/or collect assumption fees; and (iv) keeping the Premises and the alienation, that it is a reasonable one and that any sale, conveyance, assignment, further encumbrance or other transfer of title to the Premises or any interest therein (whether voluntary or by operation of law) without the Mortgagee's prior written consent shall be an event of default hereunder. For the purpose of, and without limiting the generality of, the preceding sentence, the occurrance at any time of any of the following events shall be deemed to be an unpermitted transfer of title to the Premises and therefore an event of default hereunder:
 - (1) any sale, conveyance, assignment or other transfer of, or the grant of a security increst in, all or any part of the title to the Premises or the beneficial interest or power of direction under the trust agreement with Mortgagor.
 - (2) any sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any share of stock of any corporation (herein called the "Beneficiary Corporation") which is the beneficiary or one of the beneficiaries under the trust agreement with Mortgagor, or of any corporation directly or indirectly controlling such Beneficiary Corporation.
- (c) It is anticipated that Mortgagor will repay part or all of the principal under the Note out of the proceeds of the sale of homes to be built on the Premises. Mortgagee shall deliver partial releases of the lien of this Mortgage with respect to a home and the real estate on which the home is located as more fully provided in that certain Construction Loan Agreement of even date herewith between Mortgagee and Mortgagor's beneficiary.
- (d) Any consent by the Mortgagee, or any waiver of an event of default, under this Paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagee upon a subsequent event of default under this Paragraph.

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- Construction Loan. This indenture is part of a construction loan as said term is defined in Section 9-313(1)(c) of the Illinois Uniform Commercial Code as it relates to funds to be disbursed for the erection of buildings.
- Construction Payouts. Construction payouts for the construction contemplated herein and under the Note secured hereby shall be limited to once a month upon submission to Chicago Title and Trust Company, as construction escrowee: (a) a completed sworn general contractors and owners statement executed by Mortgagor's beneficiary; (b) mechanic's lien waiver for work completed, in form and substance satisfactory to Chicago Title and Trust Company; and (c) starement from beneficiary of Mortgagor authorizing payment for such completed work. Notwithstanding anything herein to the contrary, acrtgagor and the construction escrowee shall not be obligated to disburse any further funds hereunder or under the Note if the loan is not in balance. To be in balance, the balance due according to the combined sworn general contractors and owners affidavit from time to time shall not exceed the principal balance left to be disbursed, at such time, under the Note.
- Trustee Exculpation. This Mortgage is executed by the Mortgagor, not personally but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in its as such Trustee (and HARRIS BANK OF HIMSDALE hereby wattants that it possesses full power and authority to execute this instrument), and it is expressly agreed and understood that nothing herein contained or in the Note shall be construed as creating any liability on the Mortgagor personally or on HARRIS BANK OF HINSDALE personally to pay the Note or any interest, late charge or premium that may accrue thereon, or any indebtedness secured by this Mortgage or ot perform any covenant, either epxress or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security interest hereunder, and that so far as Mortgagor and HARRIS BANK OF HINSDALE are concerned, the legal holder or holders of the Note and the owner or owners of any Indebtedness secured hereby shall look solely to the Premises and Collateral hereby mortgaged, conveyed and assigned and to any other security given at any time to secure payment thereof.

IN WITNESS WHEREOF, the Mortgagor has executed this instrument as of the day and year first above written...

> HARRIS BANK OF HINSDALE, as Trustee aforesaid

ATTEST:

Title: / ASSISTANT

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State of Illinois)
County of DuPage)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Kay M. Olenec, who is Vice President of Illarris Bank Illinsdale, National Association and Janet Illale, who is Assistant Trust Officer of the same corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth; and they then and there acknowledged that they, as custodian of the corporate seal, affixed the corporate seal to the foregoing instrument as their free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth. Given under my hand and seal this 25th day of November, 1985

My commission expires Marin lice J. 1958.

Notary Public

591 IDS 48

FOOT COUNTY CLOTH'S OFFICE

State of Illinois County of Aditor

Little undersigned a Newey Public in and for aid Course in the field of thingis, do hereby tertify that Key M theen, who is Vice Precident of Harris Bank thingship, Assessed execution and lanet this was S Assessed Test Oction of the earns composition, participally come to me by the same personal whose antica are suparrage to the foregoing insertioners as such Vice President and Assistant Trust officer emporements, superiod before me this day, in partien an incompared gaingered ods baseeded non-bounds void took bookstweedens bus cut: to rest greatuling how not out as two two presented line uggl visits att lens over the control of the con comparation for the age that the comment thereof the force and the form and the comments of th adjustified the leaf that to adher to the angular each fifteed the base too Osimilar but work revill on inservicing unionerly and or limb distriction as the fire and whitely not it in correction, for the und which for Lacing the first with the company and the state of the state of the contract o

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EXHIBIT "A"

Legal Description

That part of the South three-quarters of the South half of Section 29, Township 39 North, Range 12, East of the Third Principal Meridian, described as follows: Beginning at a point on the West line of the Southwest Quarter of said Section 29, which point is 835.00 feet North of the Southwest corner of said Section 29; thence due East, parallet wich the South line of the Southwest Quarter of said Section 29, a distance of 580.00 feet; thence North 0" 29'38" West parallel with the West line of said Section 29, a distance of 296.00 feet; thence North 84° 34' East, a distance of 127.00 feet; thence North 77° 18' East, a distance of 127.00 feet; thence North 67° East, a distance of 64.00 feet; thence North 77° 55' East, a distance of 43.00 feet; thence North 56° 22' East, a distance of 65.00 feet; thence North 44° 32' East, a distance of 195.00 feet; thence North 33° 22' East, a distance of 182.00 feet; thence North 25° 50' East, a distance of 60.00 feet; thence North 44° 25' East, a distance o 35.00 feet; thence North 54° 25' East, a distance of 110.00 Feet; thence North 66° 26' East, a distance of 65.00 feet; thence North 54° 16' East, a distance of 125.00 feet; thence North 70° 44' East, a distance of 44.87 feet to a point on a line drawn parallel with the West line of said Section 29, through a point 865.0 feet West of (as measured along the North line of the South three-quarters of the South half of said Section 29) the West line of the East 174 2/3 rods of said Section 29; thence North 0° 29' 38" West along said parallel line, a distance of 149.56 feet to a line which is 30.0 feet South of, as measured at right angles to and partilel with the North line of the South three-quarters of the South half of said Section 29; thence North 89° 59' 22" West along last described parallel line, a distance of 461 12 feet to a point which is 1125.06 feet East of the point of intersection of said parallel line with the West line of the Southwest Quarter of said Section 29; thence South 0° 00' 38" West at right angles to the last described parallel line, a distance of 120.00 feet; thence North 89° 59' 22" West parallel with the North line of the South three-quarters of the South half of said Section 29, a distance of 1124.00 feet to a point on the West line of the Southwest Quarter of said Section 29; thence South 0° 29' 38" East along said West line, a distance of 1007.69 feet to the point of beginning; (except that part thereof described

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