

# UNOFFICIAL COPY

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707252202

Property Address: 802 East Devon Avenue, Bartlett, Illinois  
Permanent Real Estate Tax Index Numbers: 06-35-400-009-0000 and  
06-35-400-019-0000

**\$46.00**

PREPARED BY:  
Freeman & Cohen  
2 North LaSalle Street  
Suite 1400  
Chicago, Illinois 60602

RETURN TO:  
Freeman & Cohen  
2 North LaSalle Street  
Suite 1400  
Chicago, Illinois 60602

**BOX 333-HV**  
2

CFC #0917: 7/7/86 8/25/86(a) 8/25/86(b) 9/23/86

32/4

## M O R T G A G E

THIS INDENTURE made this 4<sup>th</sup> day of SEPT, 1986, by and  
between LASALLE NATIONAL BANK, not personally but as Trustee under Trust  
Agreement dated May 14, 1984, and known as Trust No. 108072 (hereinafter  
referred to as "Mortgagor") and Cohen Financial Corporation (hereinafter  
referred to as "Mortgagee"):

## W I T N E S S E T H:

THAT, WHEREAS the Mortgagor is justly indebted to the Mortgagee upon the  
Note hereinafter described in the principal sum of SEVEN HUNDRED SEVENTY-FIVE  
THOUSAND AND NO/100 DOLLARS (\$775,000.00), evidenced by one certain Promissory  
Note (the "Note" or said "Note") of the Mortgagor of even date herewith, made  
payable to the order of and delivered to the Mortgagee, in and by which said  
Note the Mortgagor promises to pay the said principal sum and interest at the  
rate or rates and in installments as provided in said Note. The final payment  
of principal and interest, if not sooner paid, shall be due on the 1st day of  
October, 1996. All such payments on account of the indebtedness evidenced by  
said Note shall be first applied to interest on the unpaid principal balance and

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COOK COUNTY, ILLINOIS  
CLERK OF COURT

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the remainder to principal and all of said principal and interest being made payable at such place as the holder of said Note may from time to time in writing appoint, and in the absence of such appointment, then at the office of Cohen Financial Corporation, 2 North LaSalle Street, Chicago, Illinois 60602.

NOW, THEREFORE, the Mortgagor, to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, and of the Note secured hereby, 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, its successors and assigns, the following described real estate and all of its estate, right, title and interest therein situate, lying and being in the County of Cook, and State of Illinois, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO

AND MADE A PART HEREOF AS EXHIBIT "A"

which, with the property hereinafter described, is referred to herein as the "Premises";

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances 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), and all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, refrigerators, curtain fixtures,

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partitions, attached floor covering, now or hereafter therein or thereon and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation including (without restricting the foregoing): all fixtures, apparatus, equipment and articles 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 way 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 a part and parcel of the real estate and to be appropriated to the use of the real estate, 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 said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

Maintenance, Repair and Restoration of  
Improvements, Payment of Prior Liens, etc.

1. Mortgagor shall: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed, such buildings or improvements to be of at least equal value and substantially the same character as prior to such damage or

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destruction; (b) keep said Premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien (except the lien of current general taxes duly levied and assessed but not yet due and payable); (c) immediately pay when due any indebtedness which may be secured by a lien or charge on the Premises (no such lien, except for current general taxes duly levied and assessed but not yet payable, to be permitted hereunder), and upon request exhibit satisfactory evidence of the discharge of such lien to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said Premises; (e) comply with all requirements of law, municipal ordinances, and covenants, easements and restrictions of record with respect to the Premises and the use thereof; (f) make no alterations in said Premises, now or hereafter owned by Mortgagor; (g) suffer or permit no change in the general nature of the occupancy of the Premises, without Mortgagee's written consent; (h) initiate or acquiesce in no zoning reclassification or variance without Mortgagee's written consent; (i) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of said Note. As used in this paragraph and elsewhere in this Mortgage, the term "indebtedness" shall mean and include the principal sum evidenced by said Note, together with all interest and additional interest thereon and prepayment premiums due thereunder, and all other sums at any time secured by this Mortgage or any other instrument given to secure the Note.

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## Payment of Taxes

2. Mortgagor shall pay before any penalty or interest attaches all general taxes, 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.

## Tax Deposits

3. Mortgagor covenants and agrees to deposit with such Depository as the Mortgagee from time to time may in writing appoint, and in the absence of such appointment, then at the office of Mortgagee in Chicago, Illinois, commencing on the date of disbursement of the loan secured hereby and on the first day of each month following the month in which said disbursement occurred until the indebtedness secured by this Mortgage is fully paid, a sum equal to one-twelfth (1/12th) of the last total annual taxes and assessments for the last ascertainable year (general and special) on said Premises (unless said taxes are based upon assessments which exclude the improvements or any part thereof now constructed or to be constructed, in which event the amount of such deposits shall be based upon the Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed). Such deposits are to be held without any allowance of interest and are to be used for the payment of taxes and assessments (general and special) on said Premises next due and payable when they become due. If Mortgagee determines at any time that the funds so deposited are insufficient to pay any such taxes or assessments (general or

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special) for any year when the same shall become due and payable, the Mortgagor shall within ten (10) days after receipt of demand therefor, deposit additional funds as may be necessary to pay such taxes and assessments (general and 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 need not be kept separate and apart from any other funds of Mortgagee or such Depository.

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 Mortgagee or such Depository 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 taxes or assessments shall also be a levy, charge, assessment or imposition upon or for any other premises not covered 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 taxes 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.

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## Mortgagee's Interest In and Use of Deposits

4. In the event of a default in any of the provisions contained in this Mortgage or the Note secured hereby or any other instrument given to secure the Note, the Mortgagee may at its option, without being required so to do, apply any monies at the time on deposit pursuant to Paragraphs 3 and 28 hereof, on any of Mortgagor's obligations herein or in said Note or any other instrument given to secure the Note contained, in such order and manner as the Mortgagee may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the Premises. A security interest within the meaning of the Illinois Uniform Commercial Code is hereby granted to the Mortgagee in and to any monies at any time on deposit pursuant to Paragraphs 3 and 28 hereof and such monies and all of Mortgagor's right, title and 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 Depository for the purposes for which made hereunder and shall not be subject to the direction or control of the Mortgagor; provided, however, that neither the Mortgagee nor said Depository shall be liable for any failure to apply to the payment of taxes and assessments and insurance premiums any amount so deposited unless Mortgagor, while not in default hereunder, shall have requested Mortgagee or said Depository in writing to make application of such funds to the payment of the particular taxes and assessments and insurance premiums for payment of which they were deposited, accompanied by the bills for such taxes and assessments and insurance premiums. Neither Mortgagee nor any Depository hereunder shall be liable for any act or omission taken in good faith or pursuant to the instruction of any party but only for its gross negligence or willful misconduct.



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## Insurance

5. Until the indebtedness secured hereby is fully paid, all buildings and improvements upon the Premises and all fixtures, equipment and property therein contained or installed shall be kept unceasingly insured against loss and damage by such hazards, casualties and contingencies in such amounts and for such periods as may from time to time be required by Mortgagee. All insurance shall be written in policies and by insurance companies approved by Mortgagee. All policies of insurance and renewals thereof shall contain standard noncontributory mortgagee clauses or loss payable clauses to the Mortgagee or naming the Mortgagee as an additional insured and shall provide for at least 10 days prior written notice of cancellation to Mortgagee, all as required by the Mortgagee and in form and content acceptable to Mortgagee. At Mortgagee's option all policies shall, with all premiums fully paid, be delivered to Mortgagee as issued at least thirty (30) days before the expiration of old policies and shall be held by Mortgagee until all sums hereby secured are fully paid. In case of sale pursuant to a foreclosure of this Mortgage or other transfer of title to the Premises and extinguishment of the indebtedness secured hereby, complete title to all policies held by Mortgagee and to all prepaid or unearned premiums thereon shall pass to and vest to the purchaser or grantee. Mortgagee shall not by reason of accepting, rejecting, approving or obtaining insurance incur any liability for payment of losses.

Without in any way limiting the generality of the foregoing, Mortgagor covenants and agrees to maintain insurance coverage on the Premises to include:

- (i) All risk coverage insurance (including vandalism and malicious mischief) for an amount equal to not less than one hundred

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percent (100%) of the full replacement cost of the improvements to the Premises, written on a replacement cost basis and with a replacement cost endorsement (without depreciation) and an agreed amount endorsement pertaining to the co-insurance clause. Mortgagor covenants and agrees to furnish, or cause to be furnished to the Mortgagee, at Mortgagor's expense, annually, not less than thirty (30) days prior to the expiration date of the in force insurance policy an insurance appraisal prepared by an insurance appraiser approved by Mortgagee, establishing the full replacement cost of the improvements to the Premises in a manner satisfactory to the Mortgagee.

(ii) Rental insurance in an amount equal to the aggregate amount of one year's rental to be paid pursuant to the terms of any lease or leases covering all or part of the Premises:

(iii) Comprehensive General Public Liability and Property Damage Insurance for an amount not less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) combined single limit for claims arising from any accident or occurrence in or upon the Premises.

(iv) Flood insurance whenever in the opinion of Mortgagee such protection is necessary and is available.

(v) Sprinkler insurance, and boiler and machinery insurance, if applicable.

(vi) Such other insurance that may be required from time to time by Mortgagee.

Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder.

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Adjustment of Losses with Insurer and  
Application of Proceeds of Insurance

6. 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 loss. In either case, Mortgagee is authorized to collect and receipt for any such insurance money. Such insurance proceeds may, at the option of the Mortgagee, be applied in the reduction of the indebtedness secured hereby, whether due or not, or be held by the Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoration of buildings or improvements on said Premises. In the event that the Mortgagee elects to make said proceeds available to reimburse Mortgagor for the cost of the rebuilding or restoration of the buildings or improvements on said Premises, such proceeds shall be made available in the manner and under the conditions that the Mortgagee may require. The buildings and improvements shall be so 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 cost of rebuilding, repairing or restoring the buildings and improvements can reasonably exceed the sum of TWENTY-FIVE THOUSAND AND NO/100 (\$25,000.00) DOLLARS, then the Mortgagee shall approve plans and specifications of such work before such work shall be commenced. If the proceeds are made available by the Mortgagee to reimburse the Mortgagor for the cost of said rebuilding or restoration, any surplus which may remain out of said insurance proceeds after payment of such cost of rebuilding or restoration shall, at the option of the Mortgagee, be applied on account of the

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indebtedness secured hereby or be paid to any party entitled thereto and under the conditions that the Mortgagee may require. No interest shall be allowed to Mortgagor on any proceeds of insurance held by the Mortgagee.

## Stamp Tax

7. If, by the laws of the United States of America, or of any state having jurisdiction over the Mortgagor, any tax is due or becomes due in respect of the issuance of the Note hereby secured, 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 secured hereby.

## Observance of Lease Assignment

8. As additional security for the payment of the Note secured hereby and for the faithful performance of the terms and conditions contained herein, Mortgagor, as landlord, has assigned to the Mortgagee all of its rights, title and interest as landlord in and to all leases of the Premises, and the rents, issues and profits therefrom.

All future leases of the Premises are subject to the approval of the Mortgagee as to form, content and tenants, and without limiting the generality of the foregoing, Mortgagor will not, without Mortgagee's prior written consent, make any lease of the Premises. Any permitted lease shall require actual occupancy by the lessee thereunder.

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Mortgagor will not, without Mortgagee's prior written consent: (i) execute an assignment or pledge of any rents of the Premises and/or any leases of the Premises; or (ii) accept any prepayment of any installment of any rents more than thirty (30) days before the due date of such installment.

Mortgagor at its sole cost and expense 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 lessees to be kept and performed, but Mortgagor shall not modify, amend, renew, extend, cancel, terminate or accept surrender of any lease without the 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 landlord or of the lessees thereunder; (iv) transfer and assign 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 Mortgagee, within ten (10) days after a request by Mortgagee so to do, a written statement containing the names of all lessees, 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 therefore by Mortgagee any right to request from the lessee under any lease of the Premises a certificate with respect to the status thereof.

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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 Mortgagor as 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.

Mortgagor will not permit any lease of the Premises or any part thereof to become subordinate to any lien other than the lien hereof.

In the event of the enforcement by Mortgagee of the remedies provided for by law or by this Mortgage, the lessee under each lease of the Premises shall, at the option of the Mortgagee, attorn to any person succeeding to the interest of Mortgagor 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 lessee, upon request by said successor in interest, shall execute and deliver an instrument or instruments confirming such attornment.

Mortgagee shall have the option to declare this Mortgage in default because of a 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 and Leases executed pursuant to this Paragraph 8 or otherwise 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.

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## Effect of Extensions of Time

9. If the payment of said indebtedness, or any part thereof, be extended or varied, or if any part of any security for the payment of the indebtedness be released, or if any person or entity liable for the payment of the indebtedness be released, or if the Mortgagee takes other or additional security for the payment of the indebtedness, or if the Mortgagee waives or fails to exercise any right granted herein, or in the Note secured hereby, or in any other instrument given to secure the payment hereof, all persons now or at any time hereafter liable for the payment of the indebtedness, or any part thereof, or interested in the Premises shall be held to assent to such extension, variation, release, waiver, failure to exercise or the taking of additional security, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation, release, waiver, failure to exercise, or the taking of additional security.

## Effect of Changes in Laws Regarding Taxation

10. 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 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

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as to affect this Mortgage or the debt secured hereby or the holders 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: (a) it might be unlawful to require Mortgagor to make such payment; or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

## Mortgagee's Performance of Defaulted Acts

11. In case of default herein, Mortgagee may, but need not, and whether electing to declare the whole of the indebtedness due and payable or not, and without waiver of any other remedy, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, 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 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 Paragraphs 7 and 10 hereof or to protect the Premises or the lien hereof, shall be so much additional

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indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the Default Rate of interest set forth in the Note. 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.

## Mortgagee's Reliance on Tax Bills, Etc.

12. Mortgagee 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) relating to insurance premiums, may do so according to any bill or statement procured from the appropriate company without inquiry into the accuracy of such bill or statement; or (c) for the purchase, discharge, compromise or settlement of any 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

13. If: (a) default be made in the due and punctual payment of the Note secured hereby, or any payment of principal or interest due in accordance with the terms thereof; or (b) any of the following events shall occur: (i) the entry of a decree or order for relief by a court having jurisdiction in respect of the Mortgagor, the beneficiary or beneficiaries thereof or any guarantor of the Note secured hereby, in any involuntary case under the Federal Bankruptcy Laws now or hereafter constituted, or any other applicable federal or state

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bankruptcy, insolvency or other similar law, or for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) for the Mortgagor, the beneficiary or beneficiaries thereof or any guarantor of the Note secured hereby or any substantial part of the property of any such person or entity, or for the winding up or liquidation of the affairs of any such person or entity and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; or (ii) the commencement by the Mortgagor, the beneficiary or beneficiaries thereof or any guarantor of the Note secured hereby or of a voluntary case under federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or any other similar laws or the consent by any such person or entity to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Mortgagor, the beneficiary or beneficiaries thereof or any guarantor of the Note secured hereby or of any substantial part of the property of any such person or entity or the making by any such person or entity of an assignment for the benefit of creditors or the failure of any such person or entity generally to pay the debts of any such person or entity as such debts become due, or the taking of action by any such person or entity in furtherance of any of the foregoing; (iii) the death of any guarantor of the Note secured hereby unless the estate of the decedent shall become liable by assumption under the guaranty within 5 days of the appointment of the executor; or (c) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by the Mortgagor; or (d) default

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shall be made in the due observance or performance of any of the covenants, agreements or conditions contained and required to be kept or observed by Mortgagor or its beneficiary or beneficiaries in any other instrument given to secure the payment of the Note secured hereby, then and in every such case the whole of the indebtedness hereby secured 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 being held by the Mortgagee to reimburse Mortgagor for the cost of rebuilding or restoration of buildings or improvements on the Premises, as set forth in Paragraphs 6 or 19 hereof, the Mortgagee shall be or become entitled to, and shall accelerate the indebtedness secured hereby, then and in such event, the Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by it in reduction of the indebtedness hereby secured and any excess held by it over the amount of indebtedness then due hereunder shall be returned to Mortgagor or any party entitled thereto without interest.

#### Foreclosure; Expense of Litigation

14. When the indebtedness hereby secured, 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 suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for 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

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after entry of the decree) 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 Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned and such expenses and fees as may be incurred in the protection of said 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, said Note or said Premises, including appellate, probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceedings or threatened suit or proceeding shall be immediately due and payable by mortgagor, with interest thereon at the Default Rate of interest as set forth in the Note and shall be secured by this Mortgage.

#### Application of Proceeds of Foreclosure Sale

15. 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 preceding paragraph hereof; second, all other items which may, under the terms hereof or of the Note or under any other instrument given to secure the Note, constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein or therein provided and all principal and interest remaining unpaid on the Note; and third, any overplus to any party entitled thereto as their rights may appear.

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## Appointment of Receiver

16. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of said Premises. Such appointment may be made either before or after sale, without notice, 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 hereunder or any holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit, and in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, 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 to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (b) the deficiency in case of a sale and deficiency.

## Rights Cumulative

17. Each right, power and remedy herein conferred upon the Mortgagee is cumulative and in addition to every other right, power or remedy, express or

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implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein 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 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.

## Mortgagee's Right of Inspection

18. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

## Condemnation

19. Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. The Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or make said proceeds available for restoration or rebuilding of the Premises. In the event that the Mortgagee elects to make said proceeds available to reimburse Mortgagor for the cost of the rebuilding or restoration of the buildings or improvements on said Premises, such proceeds shall be made available in the manner and under the conditions that the Mortgagee may require. In any event, the buildings and

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improvements shall be restored or rebuilt in accordance with plans and specifications to be submitted to and approved by the Mortgagee. If the proceeds are made available by the Mortgagee to reimburse the Mortgagor for the cost of said rebuilding or restoration, any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall at the option of the Mortgagee be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto. No interest shall be allowed to Mortgagor on the proceeds of any award held by the Mortgagee.

## Release Upon Payment and Discharge of Mortgagor's Obligations

20. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby including any prepayment charges provided for herein or in the Note secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

## Giving of Notice

21. All notices required or permitted under this instrument shall be either by: (i) hand delivery to the address for notices; (ii) delivery by overnight courier service to the address for notices; (iii) by certified mail, return receipt requested, addressed to the address for notices by United States Mail, postage prepaid. All notices shall be deemed received upon the earlier to occur of: (i) the hand delivery of such notice to the address for notices; (ii) one day after the deposit of such notice with an overnight courier service addressed to the address for notices; or (iii) three (3) days after depositing the notice in the United States Mail as set forth in (iii) above.

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All notices shall be addressed to the following addresses or at such other place as any party hereto may by notice in writing designate as a place for service of notice:

Mortgagor: LaSalle National Bank, not personally but as trustee under trust agreement dated May 14, 1984 and known as #108072  
135 South LaSalle Street  
Chicago, Illinois 60603

Mortgages: Cohen Financial Corporation  
2 N. LaSalle Street  
Chicago, Illinois 60602

With a copy to: Freeman & Cohen  
2 North LaSalle Street  
Suite 1400  
Chicago, Illinois 60602

## Waiver of Defense

22. 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 hereby secured.

## Waiver of Statutory Rights

23. 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 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 foreclosure 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 redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor, the trust estate and all persons beneficially interested therein and each and every person, except decree or 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.

Furnishing of Financial  
Statements to Mortgagee

24. Mortgagor covenants and agrees that it (or its beneficiary if the owner of the Premises is an Illinois land trust) will keep and maintain books and records of account, or cause books and records of account to be kept and maintained in which full, true and correct entries shall be made of all dealings and transactions relative to the Premises, which books and records of account shall, at reasonable times and on reasonable notice, be open to the inspection of the Mortgagee and its accountants and other duly authorized representatives. Such books of record and account shall be kept and maintained either:

- (a) In accordance with generally accepted accounting practices consistently applied; or
- (b) In accordance with a cash basis or other recognized comprehensive basis of accounting consistently applied.

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Mortgagor covenants and agrees to furnish, or cause to be furnished to the Mortgagee, annually, within ninety (90) days of the end of each fiscal year of the Mortgagor a copy of an audit report of the operations of the improvements on the Premises, prepared by a Certified Public Accountant satisfactory to the Mortgagee of recognized standing in the accounting profession, including a balance sheet and supporting schedules and containing a detailed statement of income and expenses. The accountant's certificate to the audit report shall be unqualified and shall certify that in substance the accountant examined, in accordance with generally accepted auditing standards such records of Mortgagor (or its beneficiary if the owner of the Premises is an Illinois land trust), as deemed necessary for such certification and that those statements are in accordance with generally accepted and sound accounting principles applied on a consistent basis; or such certificate may be qualified to the extent that:

(i) The audit report is not in accordance with generally accepted accounting principles because the audit report is on a cash basis or other recognized comprehensive basis of accounting; and/or

(ii) There are significant uncertainties affecting the audit report, to the extent that such uncertainties exist and are described in such report.

If Mortgagor omits to prepare and deliver promptly any report required by this Paragraph 24, the Mortgagee may elect, in addition to exercising any remedy for an event of default as provided for in this Mortgage, to make an audit of all books and records of Mortgagor (or its beneficiary if the owner of the Premises is an Illinois land trust), including its bank accounts which in any way pertain to the Premises and to prepare the statement

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or statements which Mortgagor failed to procure and deliver. Such audit shall be made and such statement or statements shall be prepared by an independent Certified Public Accountant to be selected by the Mortgagee. Mortgagor shall pay all expenses of the audit and other services, which expenses shall be secured hereby as additional indebtedness and shall be immediately due and payable with interest thereon at the Default Rate of interest as set forth in the Note and shall be secured by this Mortgage.

## Filing and Recording Fees

25. Mortgagor will pay all filing, registration or recording fees and all expenses incident to the execution and acknowledgement of this Mortgage and all federal, state, county and municipal taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of said Note and this Mortgage.

## Business Purpose

26. Mortgagor has been advised by its beneficiaries that the proceeds of the loan secured by this Mortgage will be used for the purpose specified in Chapter 17, Section 6404, Section 4(1)(c) of the Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph.

## Exculpatory

27. This Mortgage is executed by LaSalle National Bank not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LaSalle National Bank hereby warrants that it possesses full power and authority to execute this instrument),

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personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as LaSalle National Bank personally is concerned the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look to any or all of the following for the payment thereof: (a) to the Premises hereby conveyed by the enforcement of the lien hereby created, in the manner herein and in said Note provided; (b) to any other security given to secure the payment of said Note; and (c) to the personal liability of each guarantor (if any) of the payment of the Note and the performance of the Mortgagor hereunder.

## Miscellaneous

28. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor and its successors, grantees and assigns, any subsequent owner or owners of the Premises and all persons claiming under or through Mortgagor (but this clause shall not be construed as constituting the consent by Mortgagee to the transfer of any interest in the Premises), and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed said Note or this Mortgage. The word "Mortgagee", when used herein, shall include the successors and assigns of the Mortgagee named herein, and the holder or holders, from time to time, of the Note secured hereby.

In the event one or more of the provisions contained in this Mortgage or the Note secured hereby, or in any other security documents given to secure the payment of the Note secured hereby, shall for any reason be held to be

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In the event one or more of the provisions contained in this Mortgage or the Note secured hereby, or in any other security documents given to secure the payment of the Note secured hereby, 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, and this Mortgage 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 of all other documents evidencing or securing the indebtedness shall be construed in accordance with the laws of the State of Illinois.

Mortgagor shall not by act or omission permit any building or other improvement on any premises not subject to the lien of this Mortgage to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises or any interest therein to be so used. Similarly, no building or other improvement on the Premises shall rely on any premises not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Mortgagor shall not by act or omission impair the integrity of the Premises as a single zoning lot separate and apart from all other premises. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this paragraph shall be void.

Mortgagor, on written request of the Mortgagee, will furnish a signed statement of the amount of the indebtedness secured hereby and whether or not any default then exists hereunder and specifying the nature of such default.

The Note secured hereby requires the payment of a late charge in the event any installment of principal and/or interest due thereunder and/or any

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escrow fund payment for taxes and insurance due hereunder shall become overdue for a period in excess of fifteen (15) days. Said Note requires the payment to the Mortgagee of a late charge of four cents (\$.04) for each dollar so overdue to defray part of the cost of collection. Said late charge shall be secured hereby as indebtedness, as that term is defined in Paragraph 1 hereof.

Mortgagee shall have the right and option to commence a civil action to foreclose this Mortgage and to obtain a Decree of Foreclosure and Sale subject to the rights of any tenant or tenants of the Premises. The failure to join any such tenant or tenants as party defendant or defendants in any such civil action or the failure of any Decree of Foreclosure and Sale 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.

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 condemnation) to any and all leases of all or any part of the Premises upon the execution by Mortgagee and recording or registration thereof, at any time hereafter, in the Office of the Recorder of Deeds or Registrar of Titles in and for the county wherein the Premises are situated, of a unilateral declaration to that effect.

It is further covenanted and agreed that for the purpose of providing funds with which to pay the premium on the policies of fire and hazard and any other insurance required by Mortgagee hereunder covering the Premises, Mortgagor shall deposit with Mortgagee 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 occurred, an amount equal to the premiums that will next become due and payable on such policies less any amount then on deposit with the Mortgagee, divided by the number of months to elapse prior to the date when such premiums become delinquent. No interest shall be allowed to Mortgagor on account of any deposit or deposits made hereunder and said deposits need not be kept separate and apart from any other funds of the Mortgagee.

### Security Agreement

29. Mortgagor and Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Illinois Uniform Commercial Code (hereinafter in this paragraph referred to as the "Code") with respect to all sums on deposit with the Mortgagee pursuant to Paragraphs 6 and 19 hereof ("Deposits") and with respect to any property included in the definition herein of the word "Premises", which property may not be deemed to form a part of the real estate described in Exhibit "A" or may not constitute a "fixture" (within the meaning of Section 9-313 of the Code), and all replacements of such property, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as the "Collateral"), and that a security interest in and to the Collateral and the Deposits is hereby granted to the Mortgagee and 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. In the event of a default under this Mortgage, the Mortgagee, pursuant to the appropriate provisions of the Code, shall have the option of proceeding with respect to the Collateral in accordance with its rights and remedies with respect to the real property, in which event the default provisions of the Code shall not apply. The parties agree that, in the

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event 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. The 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 Collateral 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, upon replacing the same or substituting for the same other Collateral at least equal in value to the initial value to that disposed of and in such a manner so that said Collateral shall be subject to the security interest created hereby and so that the security interest of the Mortgagee shall be first in priority, it being expressly understood and agreed that all replacements of the Collateral and any 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 an inventory of the Collateral in reasonable detail. The Mortgagor covenants and represents that all Collateral, and all replacements thereof, substitutions therefor or additions thereto, unless the Mortgagee otherwise consents, now is and will be free and clear of liens, encumbrances or security interest of others. Mortgagor shall, upon demand, execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee, and will do all such acts and things as Mortgagee may at any time, or from time to time, reasonably request or as may be necessary or appropriate to establish and

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maintain a first perfected security interest in the Deposits and Collateral, subject to no liens, encumbrances or security interests of others.

Due on Sale or  
Further Encumbrance

30. Mortgagor covenants and agrees that Mortgagee, at its option, has the unqualified right to accelerate the maturity of the indebtedness evidenced by the Note and secured hereby causing the full principal balance and accrued interest under the Note, together with a prepayment premium in the amount, if any, required to be paid pursuant to the terms of the Note in the event of a prepayment at the time of such acceleration (and if at the time of such acceleration Mortgagor has no right to prepay the indebtedness, then the amount of such premium shall be equal to ten percent (10%) of the then outstanding principal balance), to be immediately due and payable without notice to Mortgagor, in the event that:

(a) Mortgagor shall, without the prior written consent of Mortgagee, sell, transfer, convey, or assign the legal or equitable title to all or any portion of the Premises, whether by operation of law, voluntarily, or otherwise, or shall contract to do any of the foregoing;

(b) Either beneficiary of Mortgagor shall, without the prior written consent of Mortgagee, sell, transfer, convey, assign or create a security interest in their respective beneficial interest, or any part thereof in Mortgagor (except for transfers (i) among family members of the beneficiary of Mortgagor or (ii) to entities owned by or controlled by the beneficiaries of Mortgagor, which transfers shall be permitted without Mortgagee's prior consent provided that Mortgagee shall be notified of any such transfer prior to such transfer) whether by operation of law, voluntarily, or otherwise, or shall contract to do any of the foregoing; or

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(c) Intentionally Omitted.

(d) Mortgagor shall, without the prior written consent of Mortgagee, directly or indirectly, create, suffer or permit to be created or filed against the Premises, or any portion thereof, or against the rents, issues and profits therefrom (including, without limitation, any lien arising with respect to the payment of taxes, assessments and other charges described in Paragraph 2 above), any mortgage lien, security interest, or other lien or encumbrance, except the lien of current general taxes duly levied and assessed but not yet due and payable and the lien of this Mortgage.

The foregoing provisions of this Paragraph 30 are for the purpose of:

- (a) protecting Mortgagee's security, both of repayment of the indebtedness secured hereby and the value of the Premises;
- (b) giving the Mortgagee the full benefit of its bargain with the beneficiaries of Mortgagor;
- (c) allowing the Mortgagee to raise the interest rate and collect assumption fees; and
- (d) keeping the Premises and the beneficial interest in Mortgagor free of subordinate financing liens or security interests.

## Regulation "G"

31. Mortgagor warrants that the proceeds evidenced by the Note secured hereby will not be used for the purchase of registered equity securities within the purview of Regulation G issued by the Board of Governors of the Federal Reserve System.

## Easement Parcel

32. Reference is hereby made to that certain Railroad Switch Track Easement Agreement (the "Easement Agreement") dated February 1, 1974 and recorded in the office of the Recorder of Deeds of Cook County as document number 22866219 by and between Western Acadia Incorporated, an Illinois corporation, and LaSalle National Bank, not individually, but as Trustee under Trust Agreement dated January 30, 1974 and known as Trust No. 47075. The Easement Agreement burdens parcel 3 of the Premises (the "Easement Parcel") for the benefit of parcel 1 and 2 of the Premises. Mortgagor hereby acknowledges that the owner of the real property adjacent to the west of the Premises (the "Adjacent Property") is constructing improvements on the

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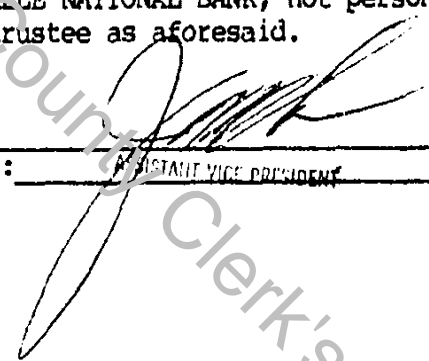
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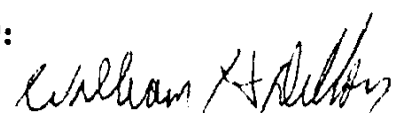
Easement Parcel without the consent of the Mortgagor and such construction thereby constitutes an unlawful occupancy of a portion of the Easement Parcel. Mortgagor hereby covenants and agrees to use best efforts to (i) cause the cessation of all construction on the Easement Parcel and (ii) cause the restoration of the Easement Parcel to its condition immediately prior to the commencement of construction. Mortgagor's best efforts shall include, without limitation, (i) demanding cessation of said construction, (ii) demanding the removal of said improvements and the restoration of the Easement Parcel and (iii) failing the cessation of said construction and said removal and restoration all within ninety (90) days of the date hereof, the filing and diligent prosecution of a lawsuit against the owner of the Adjacent Property to compel the cessation of said construction and said removal and restoration.

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

LASALLE NATIONAL BANK, not personally but as trustee as aforesaid.

By:   
Its: ASSISTANT VICE PRESIDENT

ATTEST:

By:   
Its: Assistant Secretary

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EXHIBIT A 8 6 4 3 4 / 5

## LEGAL DESCRIPTION

### PARCEL 1:

LOT 1 IN BARTLETT INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 35 AND PART OF THE SOUTH WEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BARTLETT, IN COOK COUNTY, ILLINOIS

ALSO

### PARCEL 2:

THE EAST 15 FEET (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE ABOVE SAID LOT 1) OF THE FOLLOWING PARCEL:

COMMENCING AT THE SOUTH EAST CORNER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 703.33 FEET TO THE SOUTH WEST CORNER OF BARTLETT INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF SECTION 35 AND SECTION 36 AFORESAID, FOR THE POINT OF BEGINNING, THENCE NORTHERLY ALONG THE WEST LINE OF SAID BARTLETT INDUSTRIAL PARK AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 777.52 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 672.19 FEET, THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 35, A DISTANCE OF 900.09 FEET TO THE SOUTH LINE OF SAID SOUTH EAST 1/4, THENCE EASTERLY ALONG SAID SOUTH LINE, A DISTANCE OF 665.0 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

ALSO

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## PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY GRANT FROM WESTERN ACADIA, INC., A CORPORATION OF ILLINOIS, TO LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 30, 1974 AND KNOWN AS TRUST NUMBER 47075, DATED FEBRUARY 1, 1974 AND RECORDED OCTOBER 3, 1974 AS DOCUMENT 22866219 TO CONSTRUCT, INSTALL, ALTER, MAINTAIN, RENEW AND OPERATE A RAILROAD SWITCH TRACK AND ALL OTHER NECESSARY APPURTENANCES, EQUIPMENT OR FACILITIES FOR THE PURPOSE OF PROVIDING RAILROAD SERVICE OVER AND ACROSS THE LAND DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD WITH A LINE THAT IS 15.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WEST LINE OF LOT 1 IN BARTLETT INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 35, AND PART OF THE SOUTH WEST 1/4 OF SECTION 36, TOWNSHIP AND RANGE AFORESAID; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 116.73 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 540.25 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS

AN ANGLE OF 176 DEGREES 47 MINUTES AND 43 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 348.57 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 407.38 FEET AND TANGENT TO THE LAST DESCRIBED COURSE A DISTANCE OF 442.71 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, THAT IS 275.19 FEET NORTHWESTERLY OF (AS MEASURED ALONG SAID SOUTHERLY RIGHT OF WAY LINE) THE NORTH WEST CORNER OF LOT 1, AFORESAID; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 161.02 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 477.38 FEET, A DISTANCE OF 164.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Marla Framarin, a Notary Public in and for  
said County, in the State aforesaid, DO HEREBY CERTIFY that  
JAMES A. CLARK Assistant Vice President of LA SALLE NATIONAL BANK  
and William H. Dillon Assistant

Secretary thereof, personally known to me to be the same  
persons whose names are subscribed to the foregoing instrument  
as such Assistant Vice President and Assistant Secretary, 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  
Assistant Secretary; for the uses and purposes therein set forth; and  
the said Secretary did also then and there acknowledge that he  
as custodian of the corporate seal of said Assistant Secretary did  
affix the said corporate seal of said Assistant Secretary to  
said instrument as his own free and voluntary act, and as the  
free and voluntary act of said Assistant Secretary for the uses  
and purposes therein set forth.

GIVEN under my hand and Notarial Seal this day of Sept 18,  
1983.  
1986

Marla Framarin  
Notary Public

My commission expires:  
4-28-90

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