MORTGAGE

This Mortgage is made October 1, 1986, between FIRST NATIONAL BANK OF SKOKIE, as Trustee under a Trust Agreement dated September 11, 1986 and known as Trust 52215T, (hereinafter referred to as "Mortgagor") and FIRST NATIONAL BANK OF SKOKIE, a national banking association, having an office at 8008 Lincoln Avenue, Skokie, IL. 60077 (herein referred to as "Mortgagee")

WITNESS:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal amount of \$1,400,000 together with interest thereon from and after the date hereof at the rates provided in that certain Mortgage Note ("Mortgage Note"), a copy of which is attached hereto as Exhibit "1";

WHEREAS, as a condition of making the loan evidenced by the aforesaid Mortgage Note, Mortgagee has required that Mortgagor mortgage the "Premises" (as hereinafter defined) to the Mortgagee, and Mortgagor has executed, acknowledged, and delivered this Mortgage to secure, in addition to the indebtedness evidenced by the aforesaid Mortgage Note, any and all sums, indebtedness and liabilities of any and every kind now or hereafter owing to or to become due to Mortgagee from Mortgagor.

Mortgagor does, by these presents, grant, convey, and mortgage unto \checkmark Mortgagee, its successors and assigns forever, the Real Estate and all of their estates, rights, titles, and interests therein situate in the County of Cook and State of Illinois, legally described as:

PARCEL 1:

LOT 8 AND PART OF LOT 7, LYING WEST OF A LINE DRAWN 21 FEET EAST FROM AND PARALLEL TO THE WEST LINE OF SAID LOT 7 IN THE SUB-DIVISION OF LOTS 9, 10, AND 11, IN BLOCK 4, IN STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO IN THE NORTH FRACTIONAL 1/2 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM ALL OF SAID PREMISES THE NORTH 4 FEET THEREOF FOR ALLEY), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 9 IN THE SUBDIVISION OF LOTS 9, 10, AND 11, IN BLOCK 4, OF STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



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PARCEL 3:

THE NORTH 4 FEET OF LOTS 7 AND 8 IN THE SUBDIVISION OF LOTS 9, 10, AND 11, IN BLOCK 4 IN STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO IN THE NORTH FRACTIONAL HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index No.:

17-03-106-014-0000 Panel 1+3 Dh

Commonly known as:

20 E. Goethe Street, Chicago, IL

(sometimes herein referred to as the "Real Estate"), which Real Estate, together with the following described property, is collectively referred to as the "Premises", together with:

A. All right, title and interest of Mortgagor, including any after-acquired tiile or reversion, in and to the beds of the ways, streets, avenues, and alleys adjoining the Premises.

- B. All and singular the tonements, hereditaments, easements, appurtenances, passages, liberties, and privileges thereof or in any way now or hereafter appertaining, including homestead and any other claim at law or in equity as well as any after-acquired title, franchise, or license, and the reversion and reversions and remainder and remainders thereof,
- C. In accordance with the Collateral Assignment of Lease and Rents dated of even date herewith, all rents, issues, proceeds, and profits accruing and to accrue from the Premises; and
- D. All buildings and improvements of every kill and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration, and repairs of such improvements now or hereafter erected thereon, 711 of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the Premises, and all fixtures, equipment, materials and other types of personal property (other than that belonging to tenants) used in the ownership and operation of the improvement situated thereon with parking and other related facilities, in possession of Mortgagor and now or hereafter located in, on, or upon, or installed in or affixed to, the Real Estate legally described herein, or any improvements or structures thereon, together with all accessories and parts now attached to or used in connection with any such equipment, materials and personal property or which may hereafter, at any time, be placed in or added thereto, and also any and all replacements and proceeds of any such equipment, materials and personal property, together with the proceeds of any

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of the foregoing; it being mutually agreed, intended, and declared, that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the Real Estate and for the purpose of this Mortgage to be Real Estate, and covered by this Mortgage; and as to any of the property aforesaid which does not so form a part and parcel of the Real Estate or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code), this Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to the Mortgagee as the Secured Party (as such term is defined in the Uniform Commercial Code).

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

Provided, however, that if the Mortgagor shall pay the principal and all interest as provided by the Mortgage Note, and shall pay all other sums herein provided for, or secured hereby, and shall well and truly keep and perform all of the covenants herein contained, then this Mortgage shall be released at the cost of the Mortgagor, otherwise to remain in full force and effect.

- 1. MORTGAGOR'S COVENANTS. To protect the security of this Mortgage, Mortgagor agrees and covenants with the Mortgagee that Mortgagor shall:
- A. PAYMENT OF PRINCIPAL AND INTEREST. Pay promptly when due the principal and interest on the indebtedness evidenced by the Mortgage Note at the times and in the manner herein and in the Mortgage Note provided.
- B. TAXES AND DEPOSITS THEREFOR. Pay immediately when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer charges, and other charges which may be levied against the Premises, and to furnish to Mortgagee upon request therefor, duplicate receipts therefor within thirty (30) days after payment thereof. Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes or assessments provided: (a) that such contest shall have the effect of preventing the collection of the tax or assessment so contested and the sale or forfeiture of said Premises or any part thereof, or any interest therein, to satisfy the same; (b) that Mortgagor has notified Mortgagee in writing of the intention of Mortgagor to contest the same, before any tax or assessment has been increased by any interest, penalties, or costs; and (c) that Mortgagor shall have deposited with Mortgagee at such place as Mortgagee may from time to time in writing appoint, a sum of money, bond, Letter of Credit or other security reasonably acceptable to Mortgagee which shall be sufficient in the reasonable judgment of the Mortgagee to pay in full such contested tax and assessment and all penalties and interest that might become due thereon, and shall keep said money on deposit or keep in effect said bond or Letter of Credit in an amount sufficient, in the

of the forencing; is being entrolly adreed, intended, and declared, that all the aroreining property etail; so far as permitted by law; be decode to for the property of the coal State and for the purpose of this collected by this gorthand; and covered by this so form a pure and no to recent alorestalds which does not so form a pure and parcel or recent; state or does not constitute a "fixture" (as such parcel or relied in the defect Commercial Code), this Mortgage is hereby reduced to be, as wally a Security code, to be, as wally a Security drestand bereby a security of the rest in such property, which decided the form the purpose of the tygen bereby a security interest in such property, which decided the twenty as defined in the World of the Secure Code.

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reasonable judgment of the Mortgagee, to pay in full such contested tax and assessment; and all penalties and interest that might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional penalties and interest whenever, in the reasonable judgment of the Mortgagee, such increase is In case the Mortgagor, after demand is made upon it by advisable. Mortgagee, shall fail to prosecute such contest with reasonable diligence or shall fail to maintain sufficient funds on deposit as hereinabove provided, the Mortgagee may, at its option upon notice to Mortgagor, apply the monies and/or liquidate the securities deposited with Mortgagee, in payment of, or on account of, such taxes and assessments, or any portion thereof then unpaid, including the payment of all penalties and interest trateon. If the amount of the money and/or security so deposited shall re insufficient as aforesaid for the payment in full of such taxes and assessments, together with all penalties and interest thereon, the Mortgagor shall forthwith upon demand, either (i) deposit with the Mortgagee a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full, or, (ii) in case the Mortgagee shall have applied funds on deposit on account of such taxes and assessments, restore said deposit to an amount reasonably satisfactory to Mortgagee. Provided Mortgagor is not then in default hereunder, the Mortgagee shall, upon the final disposition of such contest and upon Mortgagor's delivery to Mortgagee of an official bill for such taxes, apply the money so deposited in full payment of such taxes and assessments or that part thereof then unpaid, together with all penalties and interest due thereon and return on demand the balance of of said deposit, if any, to Mortgagor.

C. INSURANCE.

Keep the improvements now existing or hereafter (1) Hazard. erected on the Premises insured under a replacement cost form of insurance policy against loss or damage resulting from fire, windstorm, and other hazards as may be required by Mortgagee, and co pay promptly, when due, any premiums on such insurance, provided however Mortgagee may make such payments on behalf of Mortgagor. All insurance shall be in form and content as reasonably approved by the Mortgagee (which shall be carried in companies reasonably acceptable to Mortgagee) and the policies and renewals marked "PAID", shall be delivered to the Mortgagee at least thirty (30) days before the expiration of the old policies and shall have attached thereto standard noncontributing mortgage clause(s) in favor of and entitling Mortgagee to collect any and all of the proceeds payable under all such insurance, as well as standard waiver of subrogation endorsement, if available. Mortgagor shall not carry separate insurance, concurrent in kind or form and contributing in the event of loss, with any insurance required hereunder. In the event of any casualty loss, Mortgagor will give immediate notice by mail to the Mortgagee.

reasonable judgment of the dorrowers, to pay in full such contained tak and assessment; and all posaltics and interest that might become due thereon, and shall keep on deposit an amount so sufficient at all timen, intressing auch amount to cover additional pondities and interest whenever, in the reasonable permont of the Mortgages, such ingressy in advisable. In describe the neares, after demand as made upon it by Modfigages, Shall fail to or secure such contast with reasonable dillerace or shall fail to maintain surferent funds on deposit as hereinshove provided, the Mortgages way, at its eptica upon motios to dorigator, - now do no bedisocsh selvinger with the brankle selicos ent yiggs gageo, in paymentiof, or on servery of, such taxos and assessments, or any corrior thereof thin unjert, troudding the payment of the penalther and threarest thereon. It is essent of the money and/or securicy an deposited shall by insufficient as aforesaid for the especial in full of such taxes and assessments, tryether with all pensitied and interest thereon; the Hortgagor abolt forthwith upon domand, wither (i) deposit with the Mortgages a suncehier, when added to the funds been on imposit. shall be sufficient to make turn payment in fait. Or, (ii) in case the Mortgagee shall have applied tenus on deposit on account of such taxes and assessments, restore note deposit to an occurt reasonably safigment Eactory to Nortgages. Trovided wheregon is not then in default hereunder, the Mortgaden shall, upon the high disposition of such contast and upon Mortgagor's delivery to therease of an official bill for duch taxes; apply the money as deciminatin tuil cayment of such taxes and assessments or that part thereof they unpaid, together with all penalties and interest due thereon and retern on demand the balance of of said deposit, it any, to corthager.

C. INSURANCE.

Testherren zä pnidalke von alniesvorget and gester (1) Hazard. erected on the Premises insured the copiacement cost form of insur-ance policy against loss or durage resulting from fire, windstorn, sate other hazards as may to required by Horigages, and to pay promptly, when due gany premiums in such insurance, provided however, corteigned may of ed finale compruent LLA make such payments on behalf of an agagor. form and convert as reasonably secremed by the Bortgadee (which shall be cardied in companion relabbly acroptable to Hortgages) and the pulicies and renewals marked "PATE", whall be delivered to the morrowque at Weast (Girty, (30) days before one expiration of the Gid policies and sball have attached thereto attoured concentributing mortgage clause(s): in favor of and entitling Northwest to collect any and all of the proceeds payable under all such incurance, as well as standard walvey of subrogation andorsement, if available. Mortgagor shall not carry sepairate insurance, consurrent in kind or form and contributing, in the event of loss, with any insurence required hereunders. In the locket of anyecashalty loss, Moreqaqor will give issociate notice by mail to the. Mortgagee.

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- (2) Liability and Business Interruption Insurance. Carry and maintain comprehensive public liability insurance and business interruption (or loss of rentals) insurance as may be required from time to time by the Mortgagee in forms, amounts, and with companies reasonably satisfactory to the Mortgagee. Such liability policy and business interruption insurance shall name Mortgagee as an additional insured party thereunder. Certificates of such insurances, premiums prepaid, shall be deposited with the Mortgagee and shall contain provision for thirty (30) days' notice to the Mortgagee prior to any cancellation thereof.
- D. PRESERVATION AND RESTORATION OF PREMISES AND COMPLIANCE WITH GOVERN' ENTAL REGULATIONS. Not permit any building or other improvement on the Premises to be materially altered, removed, or demolished, nor shall any fixtures or appliances on, in, or about said buildings or improvements be severed, removed, sold, or mortgaged, without the price written consent of Mortgagee, and in the event of the demolition or destruction in whole or in part of any of the fixtures, chattels, or articles of personal property covered hereby or by any separate security agreement given in conjunction herewith, the same shall be replaced promptly by similar fixtures, chattels, and articles of personal propert, at least equal in quality and condition to those replaced, free from any security interest in or encumbrances thereon or reservation of title thereto. Subject to the provisions of Paragraph 19 hereof, Mcrtgagor shall promptly repair, restore, or rebuild any buildings or incrovements now or hereafter on the Premises which may become damaged or be destroyed. 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.

Mortgagor further agrees to permit, commit, or suffer no waste, impairment, or deterioration of the Premises or any part or improvement thereof; to keep and maintain the Premises and every part thereof in good repair and condition, subject to ordinary wear and tear, to effect such repairs as the Mortgagee may reasonably require, and, from time to time, to make all needful and proper replacements and additions thereto so that said buildings, fixtures, machinery, and appurtenances will, at all times, be in good condition, fit and proper for the respective purposes for which they were originally erected or installed; to comply with all statutes, orders, requirements or decrees relating to said Premises as provided in any notice given by any federal, state, or municipal authority; and to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions, and nonconforming uses) privileges, franchises, and concessions which are applicable to the Premises or which have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the said Premises.

(2) Liability and Business interruption Insurance and business interruption (in loss of remtals insurance and business interruption (in loss of remtals insurance and business time to this by the Mortaness is among as may be required the reasonably satisfactory to the Mortanes. Such limility colley and business literrancies insurance soll area Mertgare, as an additional business literrance. Curliffantes of the Mertgare, president insurances, president propaid, shall be deposite with the restrance and shall contain propaids for thirty (30) that an restrant the Mertgare in the Mertgare into the contain candidation thereof.

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E. CREATION OF LIENS AND TRANSFER OF OWNERSHIP.

- (1) Not create, suffer, or permit to be created or filed against the Premises, any mortgage lien or other lien whether superior or inferior to the lien of this Mortgage. The Mortgagor may either (i) cause title insurance to be issued insuring that any such liens will not affect the priority of the lien of this Mortgage, or (ii) contest any lien claim arising from any work performed, material furnished, or obligations incurred by Mortgagor upon furnishing Mortgagee security and indemnification reasonably satisfactory to Mortgagee for the final payment and discharge thereof; or
- (2) Neither permit the Premises, or the beneficial interest in Mortgagor, in whole or in part, to be alienated, transferred, conveyed or assigned to any person or entity, nor permit the Lease specifically identified in the Collateral Assignment of Lease(s) and Rent(s), executed and delivered by Mortgagor to Mortgagee in connection herewith, to be assigned by the Lessor or the Lessee therein identified.

Any waiver by Mortgagee of the provisions of this Paragraph shall not be deemed to be a waiver of the right of Mortgagee to insist upon strict compliance with the provisions of this Paragraph in the future.

- 2. MORTGAGEE'S PERFORMANCE OF DEFAULTED ACTS. In case of default herein, Mortgagee may, but need not, at any time after the giving of any notice and the lapse of any time thereafter which may be required by Paragraph 11 hereof, and subject to the provisions of this Mortgage make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient by Mortgagee, and Mortgagee 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 or junior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. 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 to protect the Premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable by Mortgagor to Mortgagee without notice and with interest thereon at the Default Interest Rate as defined herein. 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.
- 3. EMINENT DOMAIN. So long as any portion of the principal balance evidenced by the Mortgage Note remains unpaid, any and all awards heretofore or hereafter made or to be made to the present and all subsequent owners of the Premises, by any governmental or other lawful authority for taking, by condemnation or eminent domain, of the whole or any part of the Premises or any improvement located thereon, or any easement therein or appurtenant thereto (including any award from the United

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- 2. MORTGAGEN'S PSERPORANTE or is still the vice acceptable of helmult berein, Hortunger say, but word a t. 2 to the provision of this whole of ying of by Paragraph 11 hereot, and sucy the to the provisions of this wholeand make any payment or perform new or herein remained of Mortgagor in any low and manuer debact or perform new or herein remained of Mortgagor in any form and manuer debact or perform the by Heregager, and Hortgagor in any, but need not, make full or perform a provise of principal or intraces on actor oncome new or other prior than or title or claim thereof, or settle any tax like or other prior a fundamental or claim thereof, or any tax or areas well and the latter or other prior and the latter or contest authorized and all or green cald or located in connection therefore authorized and all or green cald or located in connection therefore any anticipated the locate the locate world according to the latter of the latter of the latter or and the line needs and with interest thorugh and considered as a victor of any default interest thorugh which never be considered as a valver of any right accruing to it on the part of any right accruing to any default on the part of any right accruing to it on the part of any right accruing to any default on the part of any right accruing to any default on the part of any right accruing to any default on the part of Mortgagor.
- 3. CHIMEN DOMALY. So lend as any parties of the principal balance exidenced by the Meragane lock invaria unpaid, say and all awards harentered by the Meragines of the present and all Subsequent towners of the Premises, by my consermental of present lawful addingity for the Ministry of the Mentagine by condemnation or exident domain, of the Molegor any particular Memises or any layr versent located thermon, or any easened their Ministry experts appearant thereto thermon, or any easened their or appearant thereto the located the month of the domain the domain the domain and any easened the condemnation of appearance thereto the located from the domain the domain the domain the domain the domain of appearance the condemnation of the domain the domain the domain the domain the domain of appearance the condemnation of the domain the domain the domain of appearance the condemnation of the domain of the do

States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof), are hereby assigned by Mortgagor to Mortgagee, to the extent of the unpaid indebtedness evidenced by the Mortgage Note, which award Mortgagee is hereby authorized to give appropriate receipts and acquittances therefore, and, subject to the terms of Paragraph 19 hereof, Mortgagee shall apply the proceeds of such award as a credit upon any portion of the indebtedness secured hereby or, at its option, permit the same to be used to repair and restore the improvements in the same marmer a set forth in Paragraph 19 hereof with regard to insurance proceeds received subsequent to a fire or other casualty to the Premises. Mortgagor shall give Mortgagee immediate notice of the actual or threatened commencement of any such proceedings under condemnation or eminent Comain, affecting all or any part of the said Premises or any easement therein or appurtenance thereof, including severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor shall make, execute, and deliver to Mortgagee, at any time or times upon request, free, clear, and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all awards in accordance with and subject to the provisions bereof, and other compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any such proceeding. Notwithstanding anything aforesaid to the contrary, Mortgoor shall have the sole authority to conduct the defense of any condemnation or eminent domain proceeding and (so long as the amount of any condemnation or eminent domain award exceeds the unpaid principal balance evidenced by the Mortgage Note) the sole authority to agree to and/or accept the amounts, terms, and conditions of any and all condemnation or eminent domain awards.

- 4. ACKNOWLEDGEMENT OF DEBT. Mortgagor shall furnish, from time to time, within thirty (30) days after Mortgagee's request, a written statement of the amount due upon this Mortgage and whether any alleged offsets or defenses exist against the indebtedness secured by this Mortgage.
- 5. INSPECTION OF BOOKS AND RECORDS. Mortgagor shall keep and maintain full and correct books and records showing in detail the income and expenses of the Premises and within ten (10) days after demand therefore to permit Mortgagee, at normal business hours, to examine such books and records and all supporting vouchers and data, at any time and from time to time, on request at Mortgagor's offices, hereinbefore identified or at such other location as may be mutually agreed upon.
- 6. ILLEGALITY OF TERMS HEREOF. Nothing herein or in the Mortgage Note contained nor any transaction related thereto shall be construed or shall so operate either presently or prospectively, (a) to require

States Government at any time after the allowance of the claim therefore the ascertainment of the amount thereof and the insuance of the warrant for payment thereof), are hereby assigned by secretager to mortgage, to the extent of the ungain anisbredams swidenced by the Mortdage Rote, which award Morrgages is seemby authorized to give appropriate receipts and acquittances therefore, and, subject to the terms of Paragraph 19 hereof, Mortgagee shall apply the proceeds of such award as a dredit upon any portion of the intelications secured beneby or, at its ontion. parkit the same to be each to repoir and reatone the improvements in the same magner a set forth in Par graph 19 bereof with regard to This drande provoeds received subsequent to a fire or other cosualty to the Freeises, Mortgager shatt give Mortagee immediate health of the actual or threatened commencement of any such proceedings ander condennation or eminent domain, alfecting all or any part of the said Promiser or any essent therein or apparer wine thereaf, including severance and consequential ramage and change in grade of structs, and will deliver to Mortgages copies of the end all papers served in connection with any such proceedings. Formager shall have execute, and deliver to Mortgagee, at any time or tiren mon reguest, free, clear, and discharged of any encumbrances of any wind whatscover, any and all further assignments and/or instruments doered necessary by Morreagee for the purpose of validly and sufficiently anxioning of awards in accordance with and subject to the provisions herest, and other compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any each proceeding. Notwithstanding any-thing any-thing afformation or temporary, sortenages shall have the eale suthority to conduct the control of any confidence of any confidence of any confidence of any confidence or selected for the amount of any confidence or selected for the about the amount of any confidence or selected for a and exceeds the unpaid that along exceeds the unpaid that and exceeds the unpaid that along exceeds. the sole authority to agree to and/or accept the mounts, terms, and conditions of any and all condensation or eniment domain awards;

- 4. ACKNOWLEDCEMENT OF Dier. Mortgagor shall furnish, from time to bime, within thirty (30) days after Mortgagoe's request, a written statement of the amount due upon this Mortgago and whether any alleged of Esets or detoes exist against the indectedness secured by this Mortgago.
- S. INSPECTION OF BOOKS AND PECORDS. Mortgager shall keep and maintain full and correct books and events showing in detail the income and expenses of the Premises and clerafore to permit Mortgages, at normal business bours, to examine such books and to permit Mortgages, at normal business and data, at any time and from time to time, on request at Mortgages as Mortgages and data, at any time and from time to their on request at Mortgages as softens, hereinhedere identified or at such other location as may be sutually agreed upon.
 - 6. ILLEGALITY OF TERMS HERROF. Suthing herein or in the Mortgage Note contained nor any transaction related thereto shall be construed or shall so operate either presently or prospectively, (a) to require

Mortgagor to pay interest at a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate; or (b) to require Mortgagor to make any payment or do any act contrary to law, and if any clause and provision herein contained shall otherwise so operate to invalidate this Mortgage, in whole or in part, then such clause or clauses and provisions only shall be held for naught as though not herein contained and the remainder of this Mortgage shall remain operative and in full force and effect, and Mortgagee shall be given a reasonable time to correct any such error.

- 7. SUBROGATION. In the event the proceeds of the loan made by the Mortgagee to the Mortgagor, or any part thereof, or any amount paid out or advanced by the Mortgagee, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon the Premises or any part thereof, then the Mortgagee shall be subrogated to such other lien or encumbrance and to any additional security held by the holder thereof and shall have the benefit of the priority of all of same.
- 8. EXECUTION OF SECURITY AGREEMENT AND FINANCING STATEMENT. That Mortgagor, within five (5) days after request by mail, shall execute, acknowledge, and deliver to Mortgagee a Security Agreement, Financing Statement, or other similar security instrument, in form satisfactory to the Mortgagee, and reasonably sacisfactory to Mortgagor, and conforming to the terms hereof covering all property of any kind whatsoever owned by the Mortgagor, which, in the sole opinion of Mortgagee, is essential to the operation of the Premises and concerning which there may be any doubt as to whether the title to same has been conveyed by or a security interest therein perfected by this Mortgage under the laws of the State of Illinois and will further execute, acknowledge, and deliver any financing statement, erfidavit, continuation statement or certificate, or other documents as Mortgagee may request in order to perfect, preserve, maintain, continue, and extend the security instrument. Mortgagor further agrees to pay nortgagee, on demand, all costs and expenses incurred by Mortgagee in connection with the recording, filing, and refiling of any such document
- 9. MORTGAGEE'S PAYMENT OF GOVERNMENTAL, MUNICIPAL, OR CTHIR CHARGES OR LIENS. Upon the occurrence of an Event of Default hereunder, Mortgagee is hereby authorized subject to the terms and provisions of this Mortgage, to make or advance, in the place and stead of the Mortgagor, any payment relating to taxes, assessments, water rates, sewer rentals, and other governmental or municipal charges, fines, impositions, or liens asserted against the Premises and may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement, or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien, or title or claim thereof, and the Mortgagee is further authorized to make or advance in the place and stead of the Mortgagor any

Sortgagor to pay interest at a rate quater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate; or (r) to require Mortgagor to make any payment or do any act contrary to law, and it any clause and provision herein contained shall otherwise so elegate to invalidate this Mortgage, in whole or in part, then such clause or clauses and provisions only shall be held for mought as though act berein contained and the remainder of this Mortgage shall remain operative and in tull force and eitact, and Mortgage shall be given a reasonable time to correct any such error.

- 7. SUBROCATION. In the event the proceeds of the loan made by the Mortgaged to the Mortgaged, or any amount paid out or advanced by the Mortgages, be used directly or indicectly to pay off, discharge, or satisfy, in whole or in part, any prior lies or ancumbrance upon the Premises of any part theorem, the Mortgages shall be subtoqued to such other lies or encumbrance and to any additional security held to such other thereof and shall have the benefit of the orientry of all of same.
 - 8. Symporion of SECURIEY ACRESCES AND FIRANCING STATEMENT. That acknowledge, within five (*) days acter compact by mail, shall execute, acknowledge, and deliver to cortagee a security of strument, in top satisfactory to the Mortgage, and requested to the Mortgager, and conforming to the terms hereof covering if property of any Kind whatse-forming to the terms hereof covering in the sole opinion of Mortgagea, syst owned by the Mortgager, which is essential to the operation of the requises and concerning which there may be any doubt as to days the citle to same has been confined by or a security interest therein perfected by this Mortgage veryed by or a security interest of illinois and will further execute, actionally che laws of the Stite of Illinois and will further execute, actionally of catement of cartificate, or other document, stidayit, continuation statement of cartificate, security instrument, mortgager further agrees to pay Mortgagee, on demand, all costs and expenses incurred by mortgage in connection with the Vecording, tilling, and refilling at any such document.
- 9. MORTAGEE'S LAYMENT OF GOVERNMENTAL, SUNICIPAL, OR OTHER PERAULT FOR CONTROL OF DETAULT NERCOUNDER, MORTGANCE IS ACTEDY AUTHORITICAL NO THE LERBS and provisions of this Mortgance, to make or seconce, in the place and stend of the Mortgance, any payment relative to example, are place and stend of sewer rentals, and other governmental or sunicipal charges, fines, incomplete enained to remise and may do so according positions; or liters according to any bill, statement, or estimate energy of the appropriate public office without inquiry late to according restinate or into the validity of any ray, assessment, sale, forfaiture, tax light, or title or claim theorem, and the sortgage is further authoticed to make or advance in the place and stend of the Mortgagor any

payment relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim, or charge; or payment otherwise relating to any other purpose herein and hereby authorized but not enumerated in this Paragraph, and may do so whenever, in its reasonable judgment and discretion, such advance or advances shall seem necessary or desirable to protect the full security intended to be created by this instrument, and, provided further, that in connection with any such advance, Mortgagee, in its option, may, and is hereby authorized to obtain a continuation report of title or title insurance policy prepared by a title insurance company of Mortgagee's choosing.

All such advances and indebtedness authorized by this Paragraph shall be repayarin by Mortgagor upon demand with interest at the Default Interest Rate.

- 10. BUSINESS LOAN The Mortgagor represents and agrees, and the beneficiary of Mortgagor by execution and delivery of the direction to Mortgagor to execute this Mortgage, warrants, represents, and agrees that the proceeds of the Mortgage Note will be used for business purposes, and that the indebtedness evidenced by the Mortgage Note constitutes a business loan.
 - 11. DEFAULT AND FORECLOSURE.
- (a) Events of Default and Remedies. The following shall constitute an Event of Default under this Mortgage:
 - (i) any failure to provide the insurance specified in Paragraph l(C)(1) and l(C)(2) herein;
 - (ii) any default in the monthly principal and interest payments under the Mortgage Note secured heraby; or
 - (iii) any default in the performance or observance of any other term, covenant, or condition in this Mortgage, or in any other instrument now or hereafter evidencing or securing said indebtedness which default continues for thirty (20) days after Mortgagee has notified Mortgagor of such default and Mortgagor has not cured such default; or
 - (iv) if the Mortgagor or any beneficiary thereof shall file a petition in voluntary bankruptcy or under Chapter VII or Chapter XI of the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, which action is not dismissed within thirty (30) days; or
 - $\langle v \rangle$ if the Mortgagor or any beneficiary thereof shall file an answer admitting insolvency or inability to pay their debts or fail to obtain a vacation or stay of involuntary proceedings within thirty (30) days after the filing thereof; or

payment relating to any apparent of threatened adverse title, lien, statement of lien, encountrance, class, or charge; or payment otherwise relating to any other purpose bearing as as the other authorized but not coumcrated in this learnest; and are seen and discretion, and attended or advances shall seem necessary or desirable to protect the full security intended to be created by this instrument, and, provided terther, then in connection with any such advance, Mortgages, in the option, may, and is hereby authorized to obtain a continuation report of title or title insurance policy propared by a title insurance policy.

- All such advances and interactives authorized by this Papacraph shall be repayable by Montgoor upon demand with interest at the Default Interest Rate.
- 10. BOSIMES LOAM. The Estimator represents and acrees, and the beneficiary of Formagor by exception and delivery of the direction to Mortgagor to execute this Mortgagor, warrants, newseefs, and arress that the proceed of the Mortgage Note will be used for business purposes, and that the indebtedness evidenced by the bortgage Note constitutes a business loan.
 - II. DEPARTE AND CORECTOS ORE.
 - (a) Events of Default and Function. The Collowing shall constitute an Event of Default your this Sorthage:
 - (i) any failure to provide the insurance specified in Paragraph 1(C)(I) and 1(C)(P) herein;
 - (ii) any default in the southly principal and interest payments under the sections force secured hareby on
 - dill) any default in the performance or observance of any other term, develon, or condition in this Mortgage, or in any any other instrument now or imported twiched or securing and industredness which default continues for thirty (30) days are mortgage has notified Mortgager of such default and default.
 - (1v) if the Mortgagor or any beneficiary thereof shall tile a petition in voluntary bankruptcy or under Chapter VII or Chapter XI of the Foderal Pankruptcy Code or any Similar law, state or todecal, whether now or heroafter existing, which action is not distinct within thirty (30) days; or
 - (v) if the Mortgagor or say beneticiary thereof shall file an answer admitting lunchvency or inability to pay their debts or fail to obtain a varation or stay or involuntary proceedings within thirty (30) days after the filling thoreoff or

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- (vi) if the Mortgagor or any beneficiary thereof shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for the Mortgagor or its beneficiary which appointment is not relinquished within thirty (30) days for all or any portion of the Premises or its or their property in any involuntary proceeding; or
- (vii) any Court shall have taken jurisdiction of all or any portion of the Premises or the property of the Mortgagor or any heneficiary thereof in any involuntary proceeding for the reorganization, dissolution, liqidation, or winding up of the Mortgagor or any beneficiary thereof, and such trustees or receiver shall not be discharged or such jurisdication relinquished or vacated or stayed on appeal or otherwise stayed within the thirty (30) days after appointment; or
- (viii) the Mortgagor or any beneficiary thereof shall make an assignment for the benefit of creditors, or shall admit in writing its or their insolvency or shall consent to the appointment of a receiver or trustee or liquidator of all or any portion of the Premises; or
- (ix) the untruth or falsity of any of the warranties contained herein, the Collateral Assignment of Lease(s) and Rent(s) or the Collateral Assignment of Beneficial Interest given to secure the payment of the Nortgage Note.

Upon the occurrence of an Event of Default, the entire indebtedness secured hereby, including, but not limited to, principal and accrued interest shall, at the option of the Norrgagee and without demand or notice to Mortgagor, become immediately due and payable with interest accruing thereafter on the unpaid principal balance of the Mortgage Note at the Default Interest Rate, (as hereinafter defined) and, thereupon, or at any time after the occurrence of any such Event of Default, the Mortgagee may proceed to foreclose this Nortgage by judicial proceedings according to the statutes in such case provided, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

(b) Expense of Litigation. In any suit to foreclose the lien of this Mortgage or enforce any other remedy of the Mortgagee under this Mortgage, the Mortgage Note, or any other document given to secure the indebtedness represented by the Mortgage Note, there shall be allowed and included as additional indebtedness in the judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, survey costs, and cost (which may be estimated as to items to be

(vii) ang Court that I now taken jurisdiction of all or any portion of the Presidence of the projectly of the Mortgagor or any portion, of the Mortgagor or any beneficiary seasoning for the beneficiary beneficiary such action, or winding up or the dorigned or any beneficiary thereof, and such tractors of presidence or any fractor of the such interesting the such include the following residence or such include the filling field or variety (and along a such include and such saying stayed within the thirty (and slays after speciment; or

(vili) the forceasor or any beneficiary increase small make an assignment for the bon fir at oreginary, or small admit to writing its or where (acoluency or small consent to the appointment of a receiver or trunces or liquidator of all or any portion of the freedom; or

(ix) the untrule or teletty of any of the warranties contained herein, the Collected sesignment of Lease(s) and Rent(s) or the Collected Assignment of Beneficial Appendix given the Roncoard Robert Collected Appendix of the Mortoard Robert Collected Appendix of the Mortoard Robert

The Upon the occurrence of a vient of betault, the antire indebted has secured bereby, intitating, as not inited to, principal and accrued interest the testing of the dorigner and without demand or notice to his entity of the parable with demand or notice to his entity of the and parable with fritterest accruing the catter of the inperiod oringists defined the horizont halance of the attentions, the courrence of any such then and occurrence of any such then all Default, the courrence of any such then had eath of courrence of any such the fudicial process in such case provided, and early failure to exercise and courrence a waiver and early failure to exercise and courrence a waiver of the right of the constitute a waiver of the right of the right of the constitute a waiver

(h) expense of tiriosing, in any suit to foreclose the lien of this Mortgage under this Mortgage, the Mortgage under this Mortgage, the Mortgage under this Mortgage, the Mortgage under this followed the Judy of the House the Secure the Fuderical transference of the States of the St

expended after entry of the decree), of procuring all abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to 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 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 attorney affecting this Mortgage, the Mortgage Note or the Premises, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the Default Interest Rate.

- (c) Mortgagee's Right of Possession in Case of Event of Default. In any case in which, under the provisions of this Mortgage, the Mortgagee has a right to institute foreclosure proceedings whether or not the entire principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the len hereof, or before or after sale thereunder, forthwith upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee, and Mortgagee shall be entitled to take, actual possession of the Premises or any part thereof, personally or by its agent or attorneys, as for condition broken and Mortgagee, in its discretion, may enter upon and take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers, and accounts of the Mortgagor or the then owner of the Premises relating thereto, and may exclude the Mortgagor, its agents or servants, wholly therefrom, and may, in its own name as Mortgagee and under the powers herein granted:
 - (i) hold, operate, manage and control the Premises and conduct the business, if any thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises including actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges, and powers herein granted at any and all times hereafter, without notice to the Mortgagor;
 - (ii) cancel or terminate any lease or sublease or management agreement for any cause or on any ground which would entitle Mortgagor to cancel the same;

expended after entry of the degree), of producing all eastsacks of title, title searches and examination, title insurance policies, and . similar data and accurances with resent to title as Royigagee may deem reasonably secessary without to specylate such whit on to evidence co bidders at any cale watch cay to had pursuant to such degree, the true condition of the title to or venue or the grantsad, All expenditubes and exponess of the nature is but for aneappe mentioned, and Sicalia noises and Caes as may be incerted in the grotection of early Premises and the maintenance of the lien of this Mortgage, including the Fore of any attention affecting this norigage, the Nortgant boto or the Premises, or in proporation for the commencement or detected of any proceeding or threatened suit or proceeding, shall be immediately due; and payable by Mortgagor, with increase thereon at the following thereigh

(c) Morbigues's Right of Personsion in Case of Event of Deravit.
In any case ta which, under the proposition of this Bortone, the Mortgages has a right to be institute for allower accordings whether or not the entire officional sur neum at hereby is declared to the amostiatody due as aforesaid, or abother before or after the institution of legal proceedings to interlose the lies herebt, or before or after sale thereunder, forthwith meen demand of Mortagers, Worksafer shall surrender to Mortgadee/ and Morecages in a world by actual possession of the Premises or any past the premises or any past the results of by its agent of alrereys, as for condition broken are derivates, in its discration, may enter upon and take and maintain consersairs of all or any part of hald premians, tropether with all documents, broken seconds, papers, and accounts of the Mortgagor ht the the the bounds of the Mortgagor ht the the the bounds of the exclude the Mortgador, its agent or corvents, wholly therefrom, and day, in its swe name as foregrow and ander the nowers serain granted:

old, manages and control the Premisor, and (t) holds, conduct the business if the thereof, either personally or by. its accous, and with full power to use such measures, logal or aquitable, as is its discretion or in the discretion of its successor in representation of the proper or successor in to enforce the para as as marrity of the availar mental inches, and grant the street with the street of the actions for each to rant actions in Corrillo descioes, and authors in distress for Enat, hereby arapting full mover and sutbority to exercise each and every of the rights, priviledes, and powers betein eranted of any and all times her after, without norder to an dorteaner;

(ii) cancel or terminate any lease or sublease or management agreement for any cause or on any ground which would entitle Mortgagor to cancel the same;

- (iii) extend or modify any then existing lease(s) or management agreement(s) and make new lease(s) or management agreement(s), which extensions, modifications, and new lease(s) or management agreement(s) may provide for terms to expire, or for options to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such lease(s) and management agreement(s) and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and shall also be binding upon the purchaser or purchasers at any forcelosure sale, notwithstanding any redemption from sale, dische ge or the mortgage indebtedness, satisfactory of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser;
- (iv) make all recessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments, and improvements to the Premises as to Mortgagee may seem judicious, to insure and reinsure the Premises and all risks incidental to Mortgagee's possession, operation and management thereof, and to receive all avails, rents, issues and profits.
- (d) Mortgagee's Determination of Priority of Payments. Any avails, rents, issues, and profits of the Premises received by the Mortgagee after having taken possession of the Premises, or pursuant to any assignment thereof to the Mortgagee under the provisions of this Mortgage or of any separate security documents or instruments shall be applied in payment of or on account of the following, in such order as the Mortgagee (or in case of a receivership) as the Court may determine:
 - (i) to the payment of the operation expenses of the Premises, which shall include reasonable compensation to the Mortgagee or the receiver and its agent or agents, it management of the Premises has been delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases, established claims for damages, if any, and premiums on insurance hereinabove authorized;
 - (ii) to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the Premises, or which may become a lien prior to the lien of this Mortgage;
 - (iii) to the payment of all repairs and replacements, of said Premises and of placing said property in such condition as will, in the judgment of Mortgagee or receiver, make it readily rentable;

- (iil) extend or hadity any them existing lesse(s) or manager mont agreement(c) and make new lease(s) or management agreerment(s), which extensions, medicications, and new lease(s) or management agreement(s) may provide for terms to expire, or for obtions to extend or cenew terms to expire, beyond the mathrity date of the indebtedness is require and the issuance of a deed or deeds to a parchaser or purce sers at a foreclosure sale, it being understood and agreed that any such lease(s) and manager ment agreement(s) and the operans or other such provisions to be contained therein, shall be cirding upon Mortgagor and all persons whose interests in the Programs are subject to the lien hereof and shall also be binding upon the purchaser or purchasors at any foreclosure sale, not distanding any radempt to from sale, discharge or the mort and indebtedness, satisfactory of any foreglosure descree, or issuance of any certificate of sale or, deed, to any purclinaers.
 - (19) make all necessary or proper certain decorations, renewals, captacements, atteretions, additions, betterments, and improvements to the Premises on to derenaged may seem judicious, to insure and reinsure the Premises and all risks incidental to her years sooseasies, operation and management thereof, and to receive all avails, cents, issues and profits.
- (d) Mortgages's Setermination of Priority of Psyments. Any avails, rents, issues, and profits of the Fremiscs received by the Mortgagee after baying taken placesion of the Fremiscs, or pursuent to any assignment thereof to the fortgage under the provisions of this Mortgage or of any separate security decuments or instruments shall be applied in payment of or an account of the tollowing, in such order as the Mortgage (or in case of a receiverable) as the Sourt may decermine:
 - (i) to the payment of the operation expensation the Premises, which shall include reasonable compensation to the Mertgage of the receiver and its agent or agents, if memasseent of the Premises has been delegated to an agent or agents, and shall also include least coerdseions and other compensation and expenses of seeking and producing tenants and entering into leases, established claims for demages, if any, and premiums on insurance hereinsbove authorized;
 - (ii) to the psyment of taxes, special assessments, and water taxes now due or which may hereafter become due on the Premises, or which may become a lien prior to the lien of this Mortgage;
 - (iii) to the payment of all repairs and replacements, of said Premises and of placing said property in such condition as will, in the judgment of Mortgages or receiver, make it readily rentable;

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- (iv) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale;
- (v) any overplus or remaining funds to the Mortgagor, their successors or assigns, as their rights may appear.
- (e) Appointment of Receiver. Upon or at any time after the filing of any complaint to foreclose this Mortgage, the Court may, upon application, appoint a receiver of the Premises. Such appointment may be made either before or after sale upon appropriate notice as provided by law and without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the Premises, and without bond being required of the applicant. Such receiver shall have the power to take possession, control, and care of the Premises and to collect the rents, issues, and profits of the Premises during the pendency of such foreclosure suit, and, in case of a sale and a deficiency, during the full statutory period of redemption (provided that the period of redemption has not been waived by the Mortgagor), as well as during any further times when the Mortgagor, its heirs, administrators, executors, successors, or the assigns, 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 useful in such cases for the protection, possession, control, management, and operation of the Premises during the whole of said period, to extend or modify any then new lease(s) or management agreement(s), and to make new lease(s) or management agreement(s), which extensions, modifications, and new lease(s) or management agreement(s) may provide for terms to expire, or for options to lease(s) to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder, it being understood and agreed that any such lease(s) and management agreement(s) and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lies hereof and upon the purchaser or purchasers at any foreclosure sale, not vit standing any redemption from sale, discharge of the mortgage indebteurss, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser.
- (f) Application of Proceeds of Foreclosure Suit. 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 Paragraph (b) hereof; SECOND, all other items which, under the terms hereof, constitute secured indebtedness additional to that evidenced by the Mortgage Note, with interest thereon at the Default Interest Rate; THIRD, all principal and interest (calculated at the Default Interest Rate) remaining unpaid on the Mortgage Note; and, FOURTH, any overplus to Mortgagor, its successors or assigns, as their rights may appear.

(iv) to the payment of and indebtedness secured hereby or any deficiency which may result from any foreclosure sale;

(v) any overstus or remaining funds to the Mortgagor, their successors or assigns, as their rights may appear.

- (e) Appointment of Peceiver. I bon or at any time after the filling of any complaint to foreclose this workgage, the Copet may, upon application, appoint a receiver of the Eremises. Such appointment may be, made dither before or after sall upon appropriate botical e-provided by haw and without requed to the solvenov or insolvency, at the time of application for such mectiver, et the person or persons, it any, Hante tor the payment of the indebtalouss secured hereby and without capaid be the then walue of the themises, and without bond be no required of the applicant, Such receiver shall have the newer to take cossession, control, and ware of the Remise, and to collect the teats, issues, and profits of the Premiser during the ecudency of such foreclosure quiry and, in case of a sale and a designer, during the full statutory period of redemption (provided bast the earled of relamption has not been waived by the Mortgagor), as well as durion any further times when the Mortgagor, its heirs, administrators, electers, ruchs or the assigns, except for the intervention of such captiver, wold be entitled to collect such tents, issues, and profits, and all ther powers which me, be nevessary or are are useful in such cases for the protection, possession, control, management, and operation of the volumes during the whole of said perfied, to extend or mounty envious new lease(s) or management agreement(s), and to make now lease(s) or management agreement(s), which extensions, modifications, and new lease(s) or management agreement(x) may provide for terms to expire, or for options to lease(s) to extend or renew terms to expire a yout the maturity date of the indebtodness hereunder, it being understood and agreed that any such lease(s) and management agreementis, and the options of other such provisions to be contained therein, shill be binding upon Mortgagor and all persons whose interests in the Premiser or subject to the lien bereof and upon the gurchaser or purchasers at any foreclosure sale, notwithstanding any redemption Low salo, discharge of the mortgage indebledness, satus-Faction of any toreclosure decree, or issuance of any certificate of saile or desi to any purchaser.
- (f) Application of Proceeds of Foreclosure Suit. The proceeds of any foreclosure sale of the Previous Shall be distributed and applied in the Eollowing order of pricrity: PIPUT, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Paragraph (E) hereof; SECORD, all other items which, under the terms hereof, constitute secured indebtedness additional to that evidences by the Mortgage acce, with interest thereon at the Default Interest Rate; THIRD, all coincipal and interest (calculated at the Charles Rate; remaining uncaid on the Mortgage Ecte; and, EQURTH, any overplus to Mortgage Ecte; and, EQURTH, any appear.

- (g) Recission of or Failure to Exercise. The failure of the Mortgagee to exercise the option for acceleration of maturity and/or foreclosure following any Event of Default as aforesaid, or to exercise any other option granted to the Mortgagee hereunder in any one or more instances, or the acceptance by Mortgagee of partial payments hereunder, shall not constitute a waiver of any such Event of Default nor extend or affect any cure period, if any, but such option shall remain continuously in force. Acceleration of maturity, once claimed hereunder by Mortgagee, may, at the option of Mortgagee, be rescinded by written acknowledgement to that effect by the Mortgagee and shall not affect the Mortgagee's right to accelerate the maturity for any future Event of Default.
- (h) Sale of Separate Parcels, Right of Mortgagee to Purchase. In the event of any foreclosure sale of said Premises, the same may be sold in one or more parcels. Mortgagee may be the purchaser at any foreclosure sale of the Premises or any part thereof.
- (i) Waiver of Statutory Rights. Mortgagor, for itself and all who may claim through or under them, waives any and all right to have the property and estates complising 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 hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, nursuant to rights herein granted, on behalf of the Mortgagor and on behalf of each and every person, except decree or judgment creditors of Mortgagor acquiring any interest in or title to the Premises described herein subsequent to the date of this Mortgage.
- (j) <u>Default Interest Rate</u>. The term 'Default Interest Rate' shall be three (3%) per cent per annum plus the Interest Rate specified in the Mortgage Note.
- 12. RIGHTS AND REMEDIES ARE CUMULATIVE. All rights and remedies herein provided are cumulative and the holder of the Notes secured hereby and of every other obligation secured hereby may recover journent hereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right afforded by this Mortgage.
- 13. GIVING OF NOTICE. Any notice or demands which either party hereto may desire or be required to give to the other party, shall be in writing and shall be hand delivered or mailed by certified mail, return receipt requested, addressed to such other party and to their respective attorneys, at the addresses, hereinbefore or hereinafter set forth, or at such other address as either party hereto may, from time to time, by notice in writing, designate to the other party, as a place for service of notice. All such notices and demands which are mailed shall be

- (q) Eacismion of or Failure to Exercise. The failure of the Mortgagee to exercise for option of maturity and/or foreclosure following any Event of Orfavilt as aforestid, or to exercise any other option granted to the Mercisque becauder in any one at more instances, or the acceptance by Mercisque of partial payments bereinder, shall not constitute a writer or acy such twent of Default not extend or affect any cure period, if any cure of maturity, cone claimed becounder tinuously in force. Acceleration of Mertgages, be rescinded by writted acknowledgement to that offect the Mortgages and shall not affect acknowledgement to that offect the maturity for any future resent of accelerate the maturity for any future resent.
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 In the event of any foreclosure said of said Premises, the same may be sold in one or more parcels. Mortgage sai, be the purchaser at any foreclosure sale of the Premises or any part thereof.
- (i) Waiver of Statutory Fights. Sortgager, for itself and all who may claim through or under thus, wrives any and all right to have the proporty and estates are anced for the proporty and estates are an acchalled upon any foreclosure of the lieu bester ind agree that any Court having judish diction to foreclose any ender the redemption from sale under any order or decree of foreclosure, wreamnt to rights herein granted, on behalf of the mortgager and or baif of each and every pursel, except decree or judgment or less or Mortgager acquiring any interesting in or this Mortgager.
 - (j) Default Interest Bate. The twee "Default Interest Rate" shall be three (3%) on sent ner annum plus the Interest Rate specified in the Morthago Note.
 - 12. RIGHTS .. NO ARMEDIES ASE CURBLATIVE. ALL rights and resideless horsein provided and resident here with provided and resident here were secured secure and of every other obtination therefor, and resort to every other right of tenedy available of law or in equity, without first exhausting and without affecting or impairing the security of any right efforded by this mortgage.
 - 13. CIVING OF BOTICE. Any notice or demands which sither party hereto may desire or be required to the other party, shall be in writing and shall be hand delivered or sailed by certified mail, return receipt requested, addressed to such other party and to their respective attornays, at the addresses, becamposited or bereinatter set fouth, or attorner address as either tarky hereto may, from time to time, be notice in writing, designate to the center party, or a place for vervice of notice. All such notices and desands which are mailed shall be

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effectively given two (2) business days after the date of post marking. All such notices and demands which are hand delivered, shall be effectively given on the date of such delivery. In case no other address has been so specified, notices and demands hereunder shall be sent to the following address:

Mortgagee: FIRST NATIONAL BANK OF SKOKIE

8001 Lincoln Avenue Skokie, IL 60077

Mortgagor: FIRST NATIONAL BANK OF SKOKIE

Trust 52215T dated September 11, 1986

8001 Lincoln Avenue Skokis, IL 60077

and

MESSRS. MARVIN KAMENSKY and JEFFREY CAGAN c/o Kamensky and Pubenstein 7250 N. Cicero Avenue Lincolnwood, IL 60546

- 14. TIME IS OF THE ESSENCE. It is specifically agreed that time is of the essence of this Mortgage. The waiver of the options or obligations secured hereby shall not at any time thereafter be held to be abandonment of such rights. Except as otherwise specifically required, notice of the exercise of any option granted to the Mortgagee herein, or in the Mortgage Note secured hereby is not required to be given.
- Note and secured hereby has been extended to Morizagor by Mortgagee pursuant to the terms of a Committment Letter dated September 30, 1986 from Mortgagee to Mortgagor's beneficiary and subsequently accepted by such beneficiary. All terms and conditions of such Committment Letter are incorporated herein by reference as if fully set forth.
- 16. COVENANTS TO RUN WITH THE LAND. All the covenants nareof shall run with the land.
- 17. CAPTIONS. The captions and headings of various paragraphs are for convenience only, and are not to be construed as defining or limiting in any way the scope or intent of the provisions hereof.
- 18. CONSTRUCTION. Mortgagor does hereby acknowledge that all negotiations relative to the loan evidenced by the Mortgage Note, this Mortgage, and all other documents and instruments securing the Mortgage Note, took place in the State of Illinois. Mortgagor and Mortgagee (by making the loan evidenced by the Mortgage Note) do hereby agree that the Mortgage Note, this Mortgage and all other documents securing the Mortgage Note shall be construed and enforced according to the laws of the State of Illinois.

Effectively given two (7) business larg ofter the date of post marking. -badla of Idade spereviled form our moins above box addition doug fla tively given on the date of such colivery. In case notothor addeses has baen so specified, notices and deserves bereander shalk bolsent polithe following address:

Mortgagee:

FIRST VALIONAL PARK OF ENDERS

Soul Middeln aver e Skokie, il 60077

Mortgagor: - Elest Marietal Bass of Because

Trust 522157 dated September (11, 1986)

8001 Lincoln Avenue

Skokie, it snovy

MESBRS. MARYIN KAMENSHY GAN GREERER CAGAN ofo Kamenaky and Rubenstein 7250 %. Cicero Avenue Lincolneced, IL 60546

- 14. Time 15 OF THE ESSENCE. IT is specifically acread that time is of the essence of this Northean. The waiver of the options of obligations sectrod heropy shall not at any time thereather beined to be abandonment of such rights. Except as atherwise specifically required, notice of the mortgages here, notice of the mortgages here, not in the Mortgage here, not in the Mortgage here, not in the Mortgage here.
- 15. Committeent Leivin. The intermedous avidanced by the Mortange Northwest Mote and secured besets that seem estimated to Mortagon by Mortagon by Mortagon pursuanties and secure of a Country of a Country of the Land Country of a Country of the Land Country of the L trom Mortgages to Walthagar's pensiteing and subsequently accepted all terms and conditions of such Committement by such beneficiers Lettergare incomponeded beceive by returned as it fully setricites.
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- 17. CAPTIONS: The explices on headings of various paragraphs are for convenience only, and were not to be construct as defining or limiting In any way the accou or intent of the provisions hardoff.
 - Tis. COMSTMETION. Sertanger over hereby schooledge that all negotiablens relative to the idea of themes by the Morbdage Mate, this Mortgage, and elt orbre document entrements securing the varyings Note, took place in the State of Tilhols. Mortuagou and Mortgages (by making the loan evidenced by the Costeage Note;) on bereby agree that the Mortgage Mote, this Mortgage and all other decoments securing the Morrigada Noto ahall be construed and enforced according to the laws of the State of Idlinois.

19. APPLICATION OF INSURANCE PROCEEDS AND EMINENT DOMAIN AWARDS.

(a)(1) In the event of any such loss or damage to the Premises, as described in Paragraph 1(C)(1) hereof, all insurance proceeds payable as a result thereof shall be delivered to Mortgagee, and Mortgagee may use or apply the proceeds of insurance, at its option, as follows: (i) as a credit upon any portion of the indebtedness secured hereby; or (ii) to reimburse Mortgagor for repairing and restoring the improvements, provided that Mortgagor complies with each of the provisions specified in Paragraph 19(b)(i) through 19(b)(iv) hereof, in which event the Mortgagee shall not be obliged to see to the proper application thereof nor shall the amount so released or used for restoration be deemed a payment on the indebtedness secured hereby;

- (b) In the event that Mortgagee elects to make the proceeds of insurance available for the restoration of the improvements so damaged, no disbursement thereof shall occur unless Mortgagor is in compliance with each of the following conditions:
 - (i) No Event of Default shall then exist under any of the terms, covenants and conditions of the Mortgage Note, this Mortgage, or any other documents or instruments evidencing or securing the Mortgage Note:
 - (ii) Mortgagee shall first be given satisfactory proof that such improvements have been fully restored or that by the expenditure of the proceeds of insurance, and any sums deposited by Mortgagor pursuant to the terms of subparagraph (iii) hereof, will be fully restored, free and clear of all mechanic's and materialmen's liens, except for liens for which adequate provision is made pursuant to Paragraph ((E)(1) hereof, within six (6) months from the date of such loss or damage;
 - (iii) In the event such proceeds shall be insufficient to restore the improvements, Mortgagor shall deposit promptly with Mortgagee funds which, together with the insurance proceeds, would be sufficient to restore the improvements.
- (c) The excess of the insurance proceeds above the amount necessary to complete any necessary restoration shall, after completion of the repair and restoration, be applied as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby, but the funds released by Mortgagee for restoration shall in no event, be deemed a payment of the indebtedness secured hereby.
- (d) In the event Mortgagee shall elect to permit Mortgagor to use such proceeds for the restoring of the improvements, such proceeds shall be made available, from time to time, upon Mortgagee being furnished with satisfactory evidence of the estimated cost of such restoration

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and with architect's certificates, partial or final waivers of lien, as the case may be, contractors' sworn statements, and if the estimated cost of the work exceeds ten (10%) percent of the original principal amount of the indebtedness secured hereby, with all plans and specifications for such rebuilding or restoration as Mortgagee may reasonably require and approve. No payment made prior to the final completion of the work shall exceed ninety (90%) percent of the value of the work performed, from time to time, and at all times the undisbursed balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work, free and clear of any liens. In the event of foreclosure of this Mortgage, or other transfer of title to the Premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor, in and to any insurance policies then in force, and any claims or proceeds thereunder shall to the extent of the indebtedness, pass to the Mortgagee or any purchaser or grantee.

- (2) In the event that Mortgagee elects to make available to the Mortgagor the proceeds of any award for eminent domain to restore any improvements on the Premises, no disbursement thereof shall occur unless Mortgagor is in compliance with each of the following conditions:
 - (i) No Event of Default shall then exist under any of the terms, covenants, and conditions of the Mortgage Note, this Mortgage, or any other documents or instruments evidencing or securing the Mortgage Note;
 - (ii) Mortgagee shall first be given satisfactory proof that such improvements have been fully restored or that by the expenditure of such award and any sums deposited with Mortgagee pursuant to the terms of subparagianh (iii) hereof, will be fully restored, free and clear of all mechanic's and materialmen's liens, except for liens for which adequate provision is made pursuant to Paragraph 1(E)(1) hereof, within six (6) months from the date of such taking;
 - (iii) In the event such award shall be insufficent to restore the improvements, Mortgagor shall deposit promptly with Mortgagee funds which, together with the award proceeds, would be sufficient to restore the improvements;
 - (iv) The rental income to be derived from the improvements, subsequent to such taking by eminent domain, shall not adversely affect the Mortgagors' ability to pay the indebtedness evidenced by the Mortgage Note;

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- (v) The disbursement of the award will be made according to those provisions of Paragraph 19(d) which relate to the disbursement of insurance proceeds for repair and restoration of the improvements and the conditions precedent to be satisfied by the Mortgagor with regard thereto;
- (vi) The excess of the proceeds of the award, above the amount necessary to complete such restoration, shall be applied as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby, but the proceeds of the award released by Mortgagee for restoration shall, in no event, be deemed a payment of the indebtedness secured hereby.
- 20. BINDING ON SUCCESSOR AND ASSIGNS. Without expanding the liability of any guarantor contained in any instrument of Guaranty executed in connection herewith, this Mortgage and all provisions hereof shall extend and be binding upon Mortgagor and all persons claiming under or through Mortgagor, 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 the Notes or this Mortgage. The word "Mortgagee" when used herein, shall include the successors and assigns of the Morgtagee named herein, and the holder or holders, from time to time, of the Mortgage Note secured hereby. Whenever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall include all genders.
- 21. This Mortgage is executed by FIRST NATIONAL BANK OF SKOKIE, 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 insofar as Mortgagor only is concerned is payable only out of the property specifically described in this Mortgage and other documents securing the payment of the Mortgage Note secured hereby, by the enforcement of the provisions contained in this Mortgage and other documents or any thereof No personal liability shall be asserted to be enforceable against the Mortgagor, because or in respect to said Mortgage Note or this Mortgage, or the making, issue or transfer thereof, all such liability, if any, being expressly waived by such taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the Guarantor of said Mortgage Note, and each original and successive holder of said Mortgage Note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues, and profits arising from the property described in this Mortgage or the proceeds arising from the sale or other disposition thereof.

- (v) The distance of the early of the sward will be made according to those provisions of earlying 19(d) which relate to the distance of the inversence proceeds for repair and restoration of the inversence and the conditions proceeding to obtain a by the deregager with regard themselv;
- (vi) The excess of the reocceds of the award, above the amount occessor; to email see such custoration, shall be applied as a credit gree are bertion, as selected by Mortganes, of the independence secured barely, but the proceeds of the award released by Mortganes are resconstion shall, in a event, be deemed a present of the indebtedress sacural hereby,
- 20. BINDING OF SHORT STORM AND ASSISTED Without expanding the 11a-billity of any quartator contributed in any instructure of Guaranty evecuted in connection herewith, this tense of any all converted and be binding upon Greece or and all earsins claiming under or through Moregager, and the very integrator and herein, shall include all such persons are directed in the payont of the includes of nor not the tense of the the best of the three of the the bords of the three of the best of the best of the barein, and the bords of the constant and the bolds of the constant and the holds of the constant and the constant and the payons all the bords are not seen and the payons of the domest and the payons of the payons and the use of any gender that include all gender that
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22. Whenever in this Mortgage the consent of either Mortgagor or Mortgagee is required, such consent shall not be unreasonably withheld or delayed.

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

FIRST NATIONAL BANK OF SKOKIE, not personally, but as Trustee aforesaid under Trust 52215T

County Clark's Office

By:

I'TS AUDITAT VIOLPHEUIDENT AND TRUST OFFICER

ATTEST:

THO

AUBIDTANT VICE PREBIDENT AND TRUBT OF HOUSE

Mail So, and

This instrument prepared by: Mr. William B. Weidenaar One N. LaSalle Street Chicago, Illinois 60602

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for said County, in the State aforesaid, DO HEREBY CERTIFY that

Land D. Joyan Cat. Vice President of FIRST NATIONAL BANK OF

SKOKIE, and Johns Ortella Ambutant vice president and Traver of Said FIRST

NATIONAL BANK OF SKOKIE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and coluntary act and as the free and coluntary act of said FIRST NATIONAL BANK OF SKOKIE, as Trustee for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he/she. To custodian for the corporate seal of said FIRST NATIONAL BANK OF SKOKIE, did affix the said corporate seal as his/her own free and voluntary act, and as the free and voluntary act of said FIRST NATIONAL BANK OF SKOKIE as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of October 1986.

Stell Delveurer Notary Public

My commission expires:

, 19___

"GFICIAL SEAL"
Sheil: Silverman
Notary Public, State of Illinois
My Commission Exp. 23 8/30/90

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COUNTY OF C O D K)

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MORTGAGE NOTE

\$1,400,000.00

October 1, 1986

FOR VALUE RECEIVED, the undersigned, FIRST NATIONAL BANK OF SKOKIE, Trustee under a Trust Agreement dated September 11, 1986 and known as Trust 52215T ("Trust 52215T") hereby promises to pay to FIRST NATIONAL BANK OF SKOKIP ("Bank"), a national banking association, having its principal office at 8001 Lincoln Avenue, Skokie, Illinois, on October 16, 1987, the principal sum of ONE MILLION FOUR HUNDRED THOUSAND (\$1,400,000) DOLLARS and interest at the rate specified below.

The Interest Rate payable hereunder shall be calculated daily on the outstanding principal balance on the basis of a 360 day year and shall be ONE (1.0%) per cent per annum plus the Bank's prime rate of interest in effect from time to time. The Interest Rate shall change if and when the Bank's prime rate changes, and any such change in the Interest Rate shall be effective as of the date of the respective change in the prime rate. The term "prime rate" as used herein shall mean at any time the prime rate of the Bank as announced from time to time in effect by the Bank at its main office. It is expressly agreed that the use of the term "prime rate" is not interded to mean, nor does it imply, that said rate of interest is a preferred late of interest or one which is offered by the Bank to its most credit worthy customers. After maturity, whether by acceleration or otherwise, the Default Interest Rate on the outstanding principal balance shall be three (3%) per cent

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Rate on the outstanding principal approach per annum plus the Interest Rate specified above.

Trust 52215T shall pay interest on the principal balance due hereunder monthly on the tenth (10th) day of each month at which the indebtedness, or any part thereof, evidenced hereby is unpaid. All payments about the first applied to interest due and the remainder to

place as the legal holders of this Mortgage Note may from time to time appoint and in the absence of such appointment, at the office of the Bank noted above.

Provided that no Event of Default exists hereunder, on any monthly interest payment date the undersigned shall have the right to prepay, in whole or in part, the indebtedness evidenced hereby without premium or penalty.

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UNOFFICIAL COPY

MORTSAGE NOTE

\$1,400,000.00

October 1, 1986

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The payment of this Mortgage Note is secured by (i) a Mortgage bearing even date herewith to the Bank on real estate in Cook County, Illinois; (ii) a Collateral Assignment of Lease and Rents on said real estate; and (iii) a Collateral Assignment of Beneficial Interest in Trust 52215T (the "Loan Documents"). Said Loan Documents, including each of their provisions, are incorporated herein as if fully set forth.

It shall be an Event of Default under this Mortgage Note if

- (i) There shall be a failure to provide the insurance specific in the Mortgage; or
- (ii) There shall be a default for fifteen (15) days in making any monthly interest payment and in making any of the principal payments required hereunder; or
- (iii) There could be a default in the performance or observance of any other term, covenant, or condition in this Mortgage Note, the Mortgage, or any other Loan Documents which default continues for (birty (30) days after the Bank has notified Trust 52215T of such default and Trust 52215T has not cured such default.

In the Event of Default, the Ban: shall have the right to

- (i) Demand from Trust 52215T and the Guarantors of this Mortgage Note, the principal balance and unpaid interest due under this Mortgage Note, and the principal balances and any accrued but unpaid interest due under any other Mortgage Note of Trust 52215T or its beneficiaries owned by the Bank;
 - (ii) Foreclose the Mortgage;
- (iii) Pursue any other remedies available to it under the provisions of the Mortgage or other Loan Documents.

The holder of this Mortgage Note may grant to Trust 52215T, or any Guarantor of this Mortgage Note, any extension or extensions of time of payment hereof, in whole or in part; may grant a renewal or renewals of this Mortgage Note in whole or in part; may enter into a modification agreement or agreements with respect to the Mortgage or other Loan Documents which secure the payment of this Mortgage Note and may release a portion or portions of the real estate described in the Mortgage which secures the payment of this Mortgage Note, and no such extension, renewal, modification agreement or release shall in any way affect the undersigned's or Guarantors' obligations and liability upon this Mortgage Note except to the extent that for any such releases, payments are made to reduce the principal amount of this Mortgage Note.

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In the event that this Mortgage Note is placed in the hands of an attorney for collection or is collected by legal proceedings, Trust 52215T agrees to pay all costs of such collection including reasonable attorney's fees.

The makers, endorsers, guarantors, sureties and all other parties liable for the payment of any sum due or to become due under the terms of this Mortgage Note severally waive presentment for payment, notice of dishonor and protest.

This Mortgage Note is executed by Trust 52215T, not individually, but as Trustee, and in the exercise of the power and authority conferred upon and vested in it as such Trustee and said FIRST NATIONAL BANK OF SKOKIE hereby warrants that it possesses full power and authority to execute this instrument. No personal liability shall be asserted or be enforceable against Trust 52215T all such liability, if any, being expressly waived by each holder hereof, and each original and successive holder of this Mortgage Note accepts the same upon the express condition that no duty shall rest upon Trust 52215T to sequester the rents, issues, and profits arising from the property described in said Mortgage or the proceeds arising from the sale of other disposition thereof.

FIRST NATIONAL BANK OF SKOKIE, not individually, but as Trustee under a Trust Agreemen' dated September 11, 1986 and known as Trust 12215T.

	Its	
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