THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage"), made on DECEMBER 4, 1986, by and between HARRIS BANK ROSELLE, not personally but as Trustee under a Trust Agreement dated NOVEMBER 14, 1986, and known as Trust Number 12556 ("Trustee") whose address is 160 E. IRVING PARK ROAD, ROSELLE, ILLINOIS, 60172, and BIRGER C. NYBORG, LAWRENCE J. KENDZIOR, AND CALVIN E. KOEPPEL (the "Beneficiaries") whose address is C/O 675 E. IRVING PARK ROAD, ROSELLE, ILLINOIS, 60172 (Trustee and Beneficiaries hereinafter collectively referred to as "Borrower"), and USAmeribanc/Woodfield, Higgins and Meacham Roads, Schaumburg, Illinois, 60196 (hereinafter called the "Lender"); WITNESSETH THAT:

WHEREAS, Trustee is indebted to Lender in the principal sum of ONE MILLION HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000.00), which indebtedness is evidenced by Trustee's Installment Note of even date herewith (herein called "Note"), in said principal amount, payable to Lender and which matures, if not sooner paid, on DECEMBER 12, 1991, which Note contains provisions for acceleration in event of default and provides for payment of interest on the then principal balance remaining unpaid at the rate of ONE percent (1%) over the announced prime lending rate of Lender as changing from time to time and for the payment of costs of collection, including attorneys' fees in the event of default, valves demand, presentment for payment, protest, notice of nonpayment and protest, and the terms of which are hereby incorporated by reference and mous a part hereof.

NOW, THEREFORE, Porrower, in order to secure to Lender the repayment of the indebtedness evidenced by the Note, and the performance of the covenants and agreements of Borrower contained herein, does hereby grant, bargain, sell, transfer, assign, convey and confirm and mortgage unto Lender the property located at 975 E. NERGE RCAD, ROSELLE; State of Illinois, which property is legally described in Exhibit A attached hereto; together with all buildings, structures and other improvements and chattels now on said land or that may hereafter be erected or placed thereon; all elevators, motors and machinery; also together with all mineral, cir and gas rights and interests; also together with all shrubbery and trees now growing or that hereafter may be planted or grown thereon; and also together with all crops and/or produce of any kind now growing or that may be hereafter growing, grown or produced upon said land or any part thereof; and also development rights or credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock;

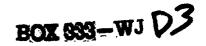
Also together with all and singular the ways, easements and other rights, and all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including but not limited to all rights in any abutting public or private streets and alleys and in any submerged lands adjacent thereto (hereinafter referred to as the "Premises");

And all present and future rents, issues, avails, profits and proceeds (hereinafter referred to as the "Rents") of or from the Piemises, the "Leases" and/or and the "Equipment" (both of which terms are hereinafter defined), howsoever occurring, existing, created or arising;

And all present and future permits, licenses and franchises of or from the Premises (collectively, the "Licenses"), leases, agreements, trancies, licenses and franchises (hereinafter collectively referred to as the Leases") of or from the Premises and/or the Equipment or in any way, manner or respect required, existing, used or useable in connection with the Premises and/or the Equipment or the management, maintenance, operation or business thereof, including, without limitation, those Licenses and Leases issued by any governmental authority, and all deposits of money as advance rent or for security under any or all of the Leases and all guaranties of lessees' performances thereunder;

And all present and future judgments, awards of damages and settlements made as a result or in lieu of any taking of the Premises, the Equipment and/or the Leases, or any part thereof, under the power of eminent domain, or for any

PREPARED BY AND MAIL TO: John A. Kierna, Asst. Vice President USAmeribanc/Woodfield Higgins & Meacham Roads Schaumburg, IL 60196



THIS HOWTSAGE AND STUDGITY FARESHENT ("Mortpage"), made on promber &, 1996. By and berowest 6047019 HAMI F 788.5M. Bot personally but as Truktie urder at lrust Agreemant dated Moverbur 14, 1986, and known as Trust Number 12556 ("Trustee") where sidrers to 180 E. 1801BE FARE ROAD, ROSELLE. ILLIBOIS, 801TE. cert Sieger C. Symbol. Lawrence J. Hendrick, Ami Calvin E. Roberto (the "Seasticiaries") whose addmes is 0/0 575 S. IRVING PARK MOAD, ROSELDS, of beriston visitosilor refinitarioned estado. Pares fun estado: 97:08. 310211311 as "Borrower"), and Usameribane, Woodfield, Higgins and Meacham Roads, Suivaundraum, Illicado Culos (heretastrer called the "Lember"); TABLE COLORESTICA

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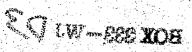
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And all proceed one future revenue, laceness aixi franchises or or from the Promises (additionively, the "discussion"), lesses, agreements, repainises. discussion and firementation (beneficial or discussion value of the Transaction of the Tr of or from the Parison was en the Mainment of in any way, manual or respect required, existees, used or areas a to consection with the Premises and or the Equipment or the management, melatestance, operation or biginess thereof. including, without limitation, those Licenses and Leased issued by any governmental anthority, sud all deposits of money as advance rent or for security ander cay or all of the beaces and all quaranties of lesses' performance: thereunder:

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> PREPARED BY AND MAIL TO: John A. Wleron, Asst. Vice Provident blaffbook/onalizemedt Higgins & Meachen Sauds Schaumburg . 505 . 60196



damage (whether caused by such taking or otherwise) thereto;

And all present and future apparatus, machinery, equipment, fixtures and articles of personal property of any and every kind and nature whatsoever used, attached to, installed or located in or on the Premises, or required for use in or on or in connection with the Premises or the management, maintenance, operation or business thereof and all replacements thereof and accessions thereto to the extent owned by Borrower (hereinafter referred to as the "Equipment"), including, but not limited to, any such item of Equipment now or at any time or times hereafter situated on the Premises and used to supply or otherwise deliver heat, gas, air conditioning, water, light, electricity, power, plumbing, refrigeration, sprinkling, ventilation, mobility, communication, incineration, laundry service and all other related or other such services (all of the immediately above mentioned items of Equipment being deemed to be a part of the Premises, whether physically attached thereto or not);

And all present and future insurance policies in force or effect insuring the Premises, the Rents, the Leases or the Equipment;

And all proceeds of each and every of the foregoing.

Borrower hereby grants to Lender a continuing security interest in (i) that portion of the Nortgaged Property (as hereinafter defined) constituting property or interests in property, whether real or personal, tangible or intangible, now owned or existing and hereafter acquired and arising, which are subject to the priority and perfection of security interest provisions of the Illinois Uniform Commercial Code or any similar and applicable law, statute, code or other governing ordy of law; and (ii) the Equipment and all proceeds thereof to secure payment of the indebtedness and obligations secured by this Mortgage.

TO HAVE AND TO HOLD the arms described property and interests in property ("Mortgaged Property") unto Lender, its successors and assigns, forever;

PROVIDED ALWAYS, that upon full payment of the Note secured hereby, or extensions or renewals thereof, in whole or in part, and payment in full of "Borrower's Liabilities" (as hereinafter defined) and secured hereby, and Borrower faithfully and promptly having complied with and performed "Borrower's Obligations" (as hereinafter defined), ther these presents shall be void.

AND THIS INDENTURE FURTHER WITNESSETH:

#### 1. DEFINITIONS

Wherever used in this Mortgage, "Borrower's 1.1 abilities" means any and all of the following: (i) the payment of any and all no les, including, but not limited to, the payment, when due or declared due is accordance with the terms of the Note, of the principal sum of the Note, together with the interest described therein, now and/or hereafter owed or to become wing by Trustee to Lender under and/or pursuant to the terms and provisions of the Note; (ii) the payment of any and all other debts, claims, obligations, demuses, monies, liabilities and/or indebtednesses (of any and every kind or nature) now and/or hereafter owing, arising, due or payable from Borrower to Lender under and/or pursuant to the terms and provisions of this Mortgage; and (iii) the rement of any and all other debts, claims, obligations, demands, monies, liabilities and/or indebtednesses (of any and every kind or nature) now and/or hereafter owing, arising, due or payable from Borrower to Lender, howsoever evidenced, created, incurred, acquired or owing, whether primary, secondary, direct, contingent, fixed or otherwise, and arising under and/or pursuant to the terms and provisions of any other agreements, guaranties, security agreements, financing statements, assignments, assignments of rents and leases, pledge agreements, instruments and/or documents now and/or hereafter executed and delivered by or for Borrower either individually or jointly to Lender (all of said documents including the Note and Mortgage are hereafter referred to herein as the "Loan Documents").

1.2 Wherever used in this Mortgage, "Borrower's Obligations" means the prompt, full and faithful performance, discharge, compliance and observance by Borrower of each and every term, condition, warranty, representation, agreement, undertaking, covenant and provisions to be performed, discharged, observed or complied with by Borrower or any other third party contained in the Loan Documents.

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And all present and totors appratus, machinary, squipment, findures and articles of percent pagetty of the very bird and and and pagetty dead, articles of percents of the presided of the presided for the presided of required for the or on the presided of required for the or on or in connection with the Presides or the management, maintenence, operation of business that the policy of the satisfication of the relative of the consecution of the cons

And all pressent and mature (v. meanur polities in jorde or effect insuring the Equipment;

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TO HAVE AND HOLD the show deed had granty and interests in property ("Mortyaged Property") unto Lander 1 to ser resort and assigns, forevery

PROVIDED ALWAYS. Then upon 101 (A. vment of the Note secured hereby, or entensions of receivable thereof, in viscle of in part, and payment in full of "Borrower's Liebilities" (an here of the defined) and secured hereby, and Borrower's maintainity and promptly having complied with and partorned "Borrower's Obligations" (as borefusitor defined), then these presents shall be wid.

AND THIS INDUMFORE PURTHER NITHESPETCH

#### SHORT INTEREST ...

1.3 Wherever used in this Mortgage, "Borrower's Liabilities" means any and ill of the fellowing (i) the psymence of any and all monice, including, but not librited to. We payment, when due or declared due in accordance with the terms of the Bot of the principal era of the Nove. together with the inverset described therein by Trustes to Lender under aller parament to the terms out provisions of the More; (ii) the payment of the tory out all other debts, creines, editorions, demands, montes, itabilities and on envery kind or optured now and/or beread a swing. Inising, the or payed in from Borrower to Lender under suctor pursues to the terms and productions of this Marroages and (111) the payment of any and all order debts, Fermi, oblighthme demands, montes, liabilities and/or indebtednessed (at any and every kind or mitrue) now and/or intrestian eading, saleded, dee or breadle from Editrover to Forther howscover wildenset. enembed, increase, eventered or seven statuer primary, secondary, righest, contingent, insert or between one of the terms and provisions of any other encesseous, measureties, security agreements. financing statements, essignments, essignments of rents and leases, pledge sqroaments, instruments and/or documents now and/or horester encoured avil delivered he or for Horrover either ichividually or jointly to Lender (all of eald documents including the Note had mortgage are hereafter referred to herein as the "Lossy Documents").

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1.3 Wherever used in this Mortgage, the term "and/or" means one or the other or both, or any one or all, of the things, events or persons or parties in connection with which the term is used.

# 2. CONVEYANCE; COLLATERAL ASSIGNMENT OF PERMITS, LICENSES, FRANCHISES AND AGREEMENTS; EXECUTION AND DELIVERY OF DOCUMENTS

- 2.1 To secure the payment by Borrower of Borrower's Liabilities and the performance by Borrower of Borrower's Obligations, Borrower hereby does grant, give, bargain, confirm, assign, pledge, set over, transfer, sell, convey, remise, release and otherwise mortgage to Lender, its successors and assigns, forever, the Mortgaged Property for the purposes and uses set forth in this Mortgage.
- 2.2 Borrower, immediately upon request by Lender, at Borrower's sole expense, will or will cause to be made, executed and delivered to Lender, in form and substance acceptable to Lender, all "Documents" (as hereinafter defined) that Lender is advised are and/or deems necessary or appropriate to evidence, document or conclude the transactions described in and/or contemplated by this Mortgage, the Note or the Loan Documents or required to perfect or continue perfected, as valid liens or encumbrances, the liens or encumbrances granted herein or in the Loan Documents by Borrower to Lender upon the Mortgaged Property. As used in this Paragraph, "Documents" means any mortgage, deed of trust or similar instrument, assignment of leases, assignment of rents, note, security agreement, financing statements, assignment of insurance, loss payable clause, mortgage title insurance policy, letters of opinion, waiver letter, estoppel letter, consent letter, non-offset letter, insurance certificate, appraisal, survey and any other similar such agreements, instruments or documents.
- 2.3 Without limiting Lanler's rights and powers hereunder except as herein set forth, from and after a Default under the Note and/or an Event of Default hereunder, Lender shall have the right, in its sole discretion, to exercise all rights of Borrower under all Licenses, franchises and agreements, and to retain, use and enjoy the same, or to sell, assign or transfer the same (with appropriate governmental consenue, where necessary) in connection with the enforcement of its rights and remedies under this Mortgage. Borrower hereby irrevocably constitutes and appoints Lender as its agent to demand, receive and enforce Borrower's rights with respect to the Licenses, franchises and agreements, to give appropriate receipts releases and satisfactions for and on behalf of Borrower and to do any and all acts in the name of Borrower or in the name of Lender with the same effect as it done by Borrower if this assignment had not been made. Lender does not hereby assume any of Borrower's obligations or duties under or in connection with any of said Licenses, franchises and agreements.

#### 3. COVENANTS, WARRANTIES AND REPRESENTATIONS

- 3.1 Borrower covenants with and warrants and represents to Lender as follows:
- (i) Borrower promptly will pay, or cause to be paid, when due or declared due, Borrower's Liabilities and promptly, fully and faithfully will perform, discharge, observe and comply with each and every of Borrower's Obligations.
- (ii) Borrower now has and hereafter shall maintain the standing, right, power and lawful authority to own the Mortgaged Property, to carry on the business of and operate the Mortgaged Property, to enter into, execute and deliver this Mortgage, the Note and the Loan Documents to Lender, to encumber the Mortgaged Property to Lender as provided herein or in the Loan Documents and to perform all of Mortgagor's Obligations and to consumate all of the transactions described in or contemplated by this Mortgage, the Note and the Loan Documents.
- (iii) The execution, delivery and performance by Borrower of and under this Mortgage, the Note and the Loan Documents does not and will not constitute a violation of any applicable law and does not and will not conflict with or result in a default or breach of or under or an acceleration of any obligation arising, existing or created by or under any agreement, instrument,

1.3 Whenever coed in this Mostage, the term "and/or" means one or the other or both, or any one or all, of the things, events or persons on parties in consection with which the team is used.

# 2. CONVERMO CON AVERAL ASSECTABLE OF PERMITS, ITCHNOSS. PROMOBLES AND AGREEMENTS, EXECUTION AND DELIVERY, OF DEPOSITE

- 2.1 To accert the gryneat by bottower of Sorpower's Liabilities and the performance by fructower of Ecocower's Chiquiton, Forpower hardly does grant. give, bereets, courirm, avaign, plodge, set over, traisfer, Sell, convey remise, release out otherwise movigace to Lember, its successors and arsigned froperty for the purposes and nees set forth in this Mortgers.
- 2.2 Borrower immediately upon request by Lender at Borrower's mole expense, will or will cause to be mode, encentred and delivered to Lender, in form and substance acceptable to Lender, all "Documents" (as hereinarter derived) that Lender in advisen and ard or deems registerly or appropriate to evidence, contemplated by this Mortgage, the Unit or the Lean Documents or required to contemplated by this Mortgage, the Unit or the Lean Documents or required to parfect or continue perfected, as well itons or encumbrances the liens or enumbrances graped from it of the liens or the Mortgage. Erroporty. As were in this Faragraph. "Borrow of tenden upon contigge deed of creative equation and the financing etarements and of tents, none, security equations, financing etarements, assignment of insurance, loss paveble clarks, method of the insurance cartificate estoped latter, consent letter, non-offset letter, insurance cartificate, estoped latter, consent letter, non-offset letter, insurance cartificate, estoped acceptable our other similar such agreements.
- 2.7 Without I willing Loudenis algree and powers hereunder encopt as because for h. from and elice a 1- feet under the Mote and/or an Event of Delacit because. Leader les all inches etc. Leader etc. i. e. a. a. a. a. a. a. in its sole discretion, to excrise all rights of Borrower codes all incesses, franchises and apprehense, use a constitution of the same and concepts. As a consection with the electron appropriate color and constitute on a consection with the electron of the electron with the electron of the electron with respect to the licenses franchises receive and entered solvenses and entered the electron for each of beingle of Borrower in the name of Lourower or and on beingle of Borrower in the name of Lourower in the name of Lourower if this answer had not been now a colored as if done by Borrower's delignment had not been now. Louder does not hereby assume any of Sorrower's colorations or dulingstiens or duties and agreements.

#### COVENANTS, MASSACTISS AND EMPRESENTATIONS

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- (i) Borrower promptly will pay, or cause to be paid, when due or declared line, Economor's Lishtitizies and promptly, fully and faithfully will partiers, discharge, observe and comply with each and every or Borrower's Obligations.
- (11) Burrower now has and herearies shall maintain the standing, light, power and lawful subjectly so swn the Mortgaged Property, to carry on the business of and paragree that the bire the Property, to enter into, essente and deliver this Mortgage, the Nove and the Loop Documents to Lender, to encouner the Mortgaged Property to Landor as provided neurin or in the Loan Tocuments and to perform all of Mortgages's Chilgetions and to consumate all of the transactions described in an accusantiated by this Mortgage, the More and the Loan Documents.
- (i):) The enemation, delivery and performance by Borrower of and under this Mortgage, the Note and the Lose Documents does not and will not constitute a violation of any applicable law and does not and will not conflict with or result in a default or breach of or under or an acceleration of any obligation arosing, existing or created by or under any agreement, instrument,

document, mortgage, deed, trust deed, trust agreement, note, judgment, order, award, decree or other restriction to which Borrower or any of the Mortgaged Property is or hereafter shall become a party or by which Borrower or any of the Mortgaged Property is or hereafter shall become bound or any law or regulatory provision now or hereafter affecting Borrower or any of the Mortgaged Property.

- (iv) All of the Licenses necessary for the operation of the Mortgaged Property are and shall at all times remain in full force and effect; and, to the best of Borrower's knowledge, all of the Leases are and shall remain genuine, in all respects what they purport to be, free of set-offs, counterclaims or disputes and valid and enforceable in accordance with their terms. Borrower has made no previous assignment of the Licenses, agreements or franchises, and Borrower agrees not to further assign or to otherwise encumber its interest in such Licenses, agreements or franchises during the term of this Mortgage. All parties to the Leases have and shall have the capacity to contract thereunder. Except for security deposits provided for under the Leases, and revealed by Borrower to Lender in writing, no advance payments have been or abill be made thereunder.
- (v) There is no litigation, action, claim or proceeding pending or threatened which might, in any way, manner or respect, materially or adversely affect the Mortgaged Property, the operation or the business thereof, Lender's lien thereon, the collectibility of the Note, the ability of Borrower to repay the Note or the functial condition of the Mortgaged Property or the operation or business thereof.
- (vi) Borrower from the Mortgaged Property possess and hold and shall maintain adequate properties, interests in properties, leases, licenses, franchises, rights and governmental and other permits, certificates, consents and approvals to conduct and operate the business of the Mortgaged Property.
- (vii) There does not exist any default or breach of or under any agreement, instrument or document for borrowed money by which Borrower or the Mortgaged Property is bound or obligated.
- (viii) The location, existence, use and condition of the Premises and the Equipment are and shall remain in compliance with all applicable laws, rules, ordinances and regulations, including but not limited to, building and zoning laws, and all covenants and restrictions of record.
- (ix) Borrower, subject to the rights of tenants in possession, is and shall remain in peaceful possession of and will lorever warrant and defend the Mortgaged Property from and against any and all claims thereon or thereto of any and all parties.
- (x) Borrower will save and hold Lender harmles, of and from any and all damage, loss, cost and expense, including, but not limited to, reasonable attorneys' and paralegals' fees, costs and expenses, incurved by reason of or arising from or on account of or in connection with any sui' or proceeding, threatened, filed and/or pending, in or to which Lender is or may become or may have to become a party by reason of or arising from or on account of or in connection with Borrower's Liabilities, this Mortgage, the Note of the Loan Documents.
- 3.2 Borrower covenants with and warrants and represents to Lender as follows:
- (i) Borrower is lawfully seized, possessed and the owner of and has good and indefeasible, marketable fee-simple title to the Mortgaged Property, free and clear of all liabilities, claims, debts, exceptions, security interests, assessments, charges, impositions, levies, taxes, liens and all other types of encumbrances (hereinafter referred to as the "Encumbrances") except (I) the Encumbrances of Lender, (II) those Encumbrances described on Exhibit "B" attached hereto and made a part hereof, and (III) existing Leases to a tenant or tenants in possession of all or portions of the Premises.
- (ii) Electric, gas, sewer, water facilities and any other necessary utilities are, and at all times hereafter shall be, available in sufficient capacity to service the Mortgaged Property, and any easements necessary to the furnishing of such utilities services have been obtained and duly recorded.

cocument, mortgace, deed, trust deed, court egrechent, note, judgment, order, award, decree or order contribution to eddit Borrower or eny of the Mortgaged Eroperty is or hereetter shall become a party or by which Borrower or eny of the Martgaged Property de or hereetter shall become bound or any law or regulatory, providion now or hereetter affecting Borrower or any of the Mortgaged Property.

- (iv) All of the Diseases recovery for the operation of the Mortgaged-Droperty are and dusition all times remain in full force and effect; and, to the best of Sourceset's knowledge, all of the Lesses are and shall remain genuities, in all requests and that they purpose to be, free of ser-offs, cormer, Borrows has raise no provious assignment of the Liconeses, emeaseds or fractiones, and successes are to reciber awaye or in distribution of this its interest in such Licenses, appropriate or transifished during the temp of this Mortgage. All narries to the Lessen have and shall have the capacity to contract thereses, and revenued by Sourcest to Lender in verifing, he advance priments have Lesses, and revenued by Sourcest to Lender in verifug, he advance priments have
- (9) There is no litigation, a mion or proceeding pending or threatened which might, in any way, moment or respect, materially of adversaly affect the Marchaely affect the Marchael has been an the inclined thereof, Louden's little the the intility of formore to repay the Moter or the financial confilled of the Mostrared Progetty or the operation or pushes thereof.
- (vi) Solution and the Mortegert (velecció atri hold and skall meintein adequate properties, intertats in properties, leanes, livenses, franchices, rights and governmented and other parates, certificates, consents and approveis to conduct and operate the business of the Mortgaged Property.
- (vii) There does not exist any leleult or breach of or under any agreement, instrument or document for our owed money by which Borrower or the Mortgaged Property is bound or obligated.
- (viii) The Location tristians, use and condition of the Fremises and the Equipment are and shall rement in compliance with all applicable laws, rules, ordinances and regulations, including, but not limited to, building and noming laws, and all consessors to be resord.
- (tx) Borrower sum for the rights of tenants in possession, is and shall remain in peopletal possession of and will forever warrant and defend the Mortgaged Property for and equinot any and all claims thereto of any and all parties
- (n) become will save and hold bender barmlass of and from any and all damage, how, sont and expense, including, but not limited to reasonable attornays and one post and expenses, incurred by reasonable existing from at an arrowal of or a connection with any suit of proceeding, three terms of and ending from any but of proceeding, three to be end of the proceeding inverted to be end of the arrowal of an arrowal of an arrowal of an arrowal of an arrowal of the Loan or an arrowal of the Loan connection with Borrowal's Liabiliteiss, task Mortgage, the More or the Loan Documents.
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- (11) Electric, que, 'estan hacen' facilities and mny biner necessary utilities and any biner necessary utilities are less to the facility to service to be been to be sure earlier necessary to the function of parties and cuty of the function of the control and cuty recorded.

- (iii) The proceeds of the loan evidenced by the Note and secured hereby will be used solely for the purposes specified in Illinois Revised Statutes, Chapter 17, Section 6404, and the principal obligation evidenced by the Note constitutes a "business loan" within the definition and purview of said section.
- 3.3 Borrower covenants with and warrants and represents to Lender as follows:
- (i) Borrower will not change the use or character of or abandon the Mortgaged Property and at all times hereafter shall keep the Mortgaged Property in good condition and repair and will not commit or suffer waste and will make all necessary repairs, replacements and renewals (including the replacement of any items of the Equipment) to the Mortgaged Property so that the value and operating efficiency thereof shall at all times hereafter be maintained and Borrower shall not remove any fixture or demolish any building or preserved. improvement located in or on the Premises. Borrower shall pay for and complete, within a reasonable time, any building or improvement at any time in the process of erection upon the Premises, shall refrain from impairing or diminishing the value of the Mortgaged Property and shall make no material alterations to the Mortgaged Property which in the opinion of Lender diminishes its value, and promptly shall repair, restore or rebuild any building or improvement row or hereafter on the Premises which may become damaged or destroyed. Borrower shall comply with all requirements of law and all municipal ordinances governing the Mortgaged Property and the use thereof. Borrower shall permit Lender, and its agents, upon demand, access to and to inspect the Mortgaged Property at all reasonable times. Borrower shall not grant any license or Easiment burdening the Mortgaged Property or agree to or accept the modification, amendment, or termination of any license or easement affecting the Mortgaged Property without the prior written consent of Lender, which consent shall not be wreasonably withheld.
- (ii) Borrower promptly shall pay and discharge, as and when due and payable, before any penalty attaches, all charges, impositions, levies, assessments and taxes (whether general, special or otherwise), water charges, sewer service charges and all other municipal or governmental charges, impositions, levies, assessments and taxes of any kind or nature that may be at any time levied, assessed or imposed upon or against the Mortgaged Property, or any part thereof, and shall deliver to Lender duplicate receipts evidencing payment thereof at least thirty (30) days before delinquency; provided, however, that if Borrower in good faith and by appropriate legal action shall contest the validity of any such item or the impount thereof, and shall have established on its books or by deposit of cash with Lender, as Lender may reasonably require, then Borrower shall not be required to pay the item or to produce the required receipts: (a) while the reserve is maintained, and (b) so long as the contest operates to prevent collection, including enforcement of any lien securing payment thereof, is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Borrower.
- (iii) Borrower shall keep the Mortgaged Property free and clear of all Encumbrances (including, but not limited to, mechanics' live; and other similar liens or claims for liens) of any and every kind and nature except those described in Paragraph 3.2(i) above, shall promptly pay or (ause to be paid, as and when due and payable or when declared due and payable, any indebtedness which may become or be secured by such an Encumbrance and, immediately upon request by Lender, shall deliver to Lender evidence satisfactory to Lender of the payment and discharge thereof. To prevent an Event of Default hereunder, Borrower may indemnify Lender, by a means determined solely by and acceptable to Lender, against loss by reason of such an Encumbrance which Borrower may desire to contest. If, in accordance with the terms of this Mortgage, Lender makes payment of any such Encumbrance, Lender shall be subrogated to the rights of such claimant, notwithstanding that the Encumbrance may be released of record.
- (iv) The Note secured by the Mortgaged Property is not assumable. Without the prior written consent of Lender, Borrower shall not, at any time or times hereafter, (1) sell (including any sale or other transfer pursuant to installment contract for sale or sale under articles of agreement), grant an option to purchase, lease under any master lease, enter into a lease for substantially all of the Mortgaged Property, exchange, assign, convey, further encumber, hypothecate or otherwise transfer the Mortgaged Property and/or any

(111) The proceeds of the thenced by the Mote and secured needly will be as solely for the entropes appointed to Illinois Revised Statutes, Chapter IV, Section 1104, and the pulneign obligation evidenced by the constitution of the constitution of purview of settens.

3.3 Ecrrower covenants with and warrants and represents to Lender as follows:

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- (ii) Sorrows promptly structure, as and when the analgorists, become any penalty structure, is charges, impositions, levier, summers and structure, impositions, levier, sensor service of the consistent of the charges, sensor services and all other monicipal or governmental charges, levier designs, levier and structure that may be at any time levier as accuments and the consistent of acceptance, and the levier designs the Mortgaged Projecty, or any time levier, and when it is a derived the consistent project or and denoing payment thereof, and when in goal faith we by appropriate level action shall however, that it is under the security spacetiate action shall have contrast the velicity at any tent attent of the account thereof, and shall have established on the payment of the required to pay the item of to receive the required to pay the item of to receive the required to pay the item of to receive the receive is saintained, and (b) so receive as its content of the receive is saintained and (b) so any item of the content acceptance and (c) any item accounts ourselves in received accepted with dillustration, and shall not lead to be on the content and accepted with dillustrations.
- (A4) we come that I have the Morrequed Property free and close of all Encourage experts (action) actions that the content of the machanical lient and exhart similar them or claims for lient of the and overy kind and nature encept these the currentles in Powerthesia in Powerth 1.1(i) all we, chall promptly pay or cause to be paid, as and size due and payable, any paid deciment of the and payable, any indebtedness which may become or is counted by cuch an Encustrance and immediately then as the content of the counter of the cause of the cause of the counter of and the counter of the time terms of the formation and the counter of any counter of the final terms of the formation of the counter of any counter of the final lander should be recorded of record.
- (10) The More secured by the Morrgaged Droperty is not assumable. Sithout the prior shiften consent of isoler, Sorrower shall not, at any time or times being head there. (1) sail (including any said or other transfer pursuant to installment control for said or said order writtles of agreement), grant an option to purchase, lesse under any marker lease, that a lease for substantially all of the Morrgaged Property, escenage, assign, convey, further encumber, hypothecate or otherwise bransfer the Mortgaged Property and/or any

part or interest in, the Mortgaged Property, assign, transfer or encumber the beneficial interest in any land trust which holds title to the Mortgaged Property; (2) issue, sell, convey, assign or create a security interest in or otherwise transfer, pledge or hypothecate any of its partnership interest; (3) permit any of its existing partners to sell, assign, transfer or convey any share of their interest in Borrower now owned by any of them; (4) if any general partner ("GP") of Beneficiary is a corporation, any GP shall sell or issue any shares of its capital stock, or any shareholder of any GP shall sell or transfer any shares of capital stock of any GP; (5) obtain any loan or incur any obligation of any character whether direct or indirect, the repayment or performance of which is secured by a lien on the Mortgaged Property or any interest therein. Any of the foregoing acts, occurrences or events described in clauses (1) through (5) shall be deemed to be a "Sale" hereunder and under the Note, and the Loan Documents. Lender may, in its sole and absolute discretion, withhold consent to any Sale, or condition any such consent upon the payment of a fee, the partial payment of the Note, an increase in the interest rate, an increase in payments, a shortening of the term of the Note, an increase in collateral, or all or any of the foregoing requirements, together with any other requirements it may wish to impose. The foregoing list is not intended in any way to limit the requirements Lender may impose nor is it intended to imply that Lender is obligated to consent to any Sale.

- (v) All present and future items of fixtures, equipment, furnishings or other tangible personal property (whether or not constituting a part of the Mortgaged Property) related or necessary to or used or useable in connection with any present or future building or improvement on the Premises, or the operation or business thereof, are and will be owned free and clear of all Encumbrances except those described in Paragraph 3.2(1) above and Borrower will not acquire any such property subject to any Encumbrance except those Encumbrances described in Paragraph 3.2(1) above. Within five (5) days after request by Lender, Borrower will execute and deliver to Lender a security agreement and financing statements, in form and substance acceptable to Lender, covering all such property. Forrower and Lender agree that a carbon, photographic or other reproduction of this Mortgage, any security agreement executed by Borrower or a financing statement shall be sufficient as a financing statement.
- (vi) Within sixty (60) days of the end of each calendar year there shall be submitted by Beneficiary to Lordon, (a) executed annual financial statements of Beneficiary prepared in accordance with generally accepted accounting principles for the prior year and (b) if requested by Lenden, a statement of income and expenses for the Premises including a rent-roll for same for the prior year prepared in accordance with generally accepted accounting principles and executed by Beneficiary.
- 3.4 If Borrower, immediately after written demand from Lender, shall neglect or refuse to keep the Mortgaged Property in gold operating condition and repair or to replace or maintain the same as herein agreed, to pay the premiums for the insurance which is required to be maintained hereunder, to pay and discharge all Encumbrances as herein agreed or otherwise defaults in the performance of Borrower's Obligations, Lender, at its sole election, may cause such repairs or replacements to be made, obtain such insurants, pay such Encumbrances or perform such Obligations. Any amounts paid by Lender in taking such action, together with interest thereon at the Default Rate as defined in the Note from the date of Lender's payment thereof until repaid by Barower to Lender, shall be due and payable by Borrower to Lender upon demand, and, until paid, shall constitute a part of Borrower's Liabilities secured by this Mortgage. Notwithstanding the foregoing, such advances by Lender shall not be deemed to relieve Borrower from an Event of Default hereunder or impair any right or remedy consequent thereon. The exercise of the right to take such action shall be optional with Lender and not obligatory upon Lender and Lender shall not in any case be liable to Borrower for failure or refusal to exercise any such right. In making any payments pursuant to the exercise of any such right, Lender may rely upon any bills delivered to it by Borrower or any such payee and shall not be liable for any failure to make payments in any amounts other than as set forth in any such bills.

#### 4. TAXES, INSURANCE AND CONDEMNATION

4.1 (A) Borrower, at all times, shall keep and maintain the Mortgaged Property fully insured (without co-insurance): (i) against loss or damage by, or resulting from, fire and such other hazards, casualties and contingencies as

particled interest in the sorqueged forcerty, assign, transfer or enusces the benedicial interest in any land thus, sation holds trile to the Mourgaged Property; (2) issue, satio, convey sation consens a security interest in or ordered at the particles of the p

(9) All evenue and further of furthers, squinger, squinger, or other panglise personal property (therefor or nor constituing a park of the startinged frequency related or need or needle in conscript with any present on future builting or improvement on the Premises, on the with any present or butiness thereof, at and will be owned free and clear of all forumbrances on the should be owned from an acquire any constitution of the same property of the second through and second from the same except thouse from the second by Sendumbrance except thouse request by Sendumbrance will except the second by Sendumbrance will except the second by Sendumbrance will except the second further than the second for the second from the substance exceptable to Lander, properting and tenders, the second of the second agreement and threateners are proposed of the second of the second of the content and the second of the second of the content and the continues of a second of the second of the content and the continues of a second of the second of the content and that a care processed of the second of the content and that a care processed of the second of the content and that a care of the content of the content and the second of the content and the content as a threshold of the continues of the content and the second of the content and the second.

(vi) Within Fixty (60) days of the end of each calendar year there shall be submitted by Secretary to Lender, (a) executed annual financial statemence of Zeneliciery integral in eccordance with generally accepted accounting principles for the prior year and (b) if requested by Lender, a statement of income and sapersed for the Fremiers including a rent-roll for same for the prior year prepared in accordance with generally accepted accounting principles and recorded by Zeneficiery.

3.4 If Bornower semediately acres written demand from Lender shall nevilent or refuse to keep who kertsked Property in good openating conditioned and repetir or to medical of raintain the same as herein agreed, to pay the premium for the frequency to the pay and discharge til frommuunder as hervin squeed or otherwise defaults in the persormance of Bertower's Collysticas, faming, at its sole election, may cause such reporter or replacements to be made, obtain such insurance, pay morn Encumbrances or perform such Obligations. Any amounts paid by Lemies in taking smoth action, requestions with information characters the Detaulif Rate as defined in the Note from the date of Centeria payment thereof until regard by Bakrowar to The Lord tron our level of the level of Boresser to Leveler upon demand, and, until paid. shall coner total our leveler upon demand, and, until paid. shall coner total coner total our leveles becaused by this Martgage. Notwintercarding the forecount, such advances by Depart analytics on deemed to relieve burrower from an Event of Default herounder or inpair any right or remody consequent thereon. The exercise of the right to take each action shall be optional with berden and not plaintery upon border bender action estimate of the other in the four for the for the or the other to the executive as the second to the second to any such radht. In making any paymento pursuant to the exercise of any such right, fearles aver rear upon any bills delivered to it by Borrower or any such payed and shell him be liable for any failure to make payenthe in any amounts called door you as direct too as madi madic.

#### A TAKES . LEGISLAGE AND CONDEMNATION

4.1 (A) Borrower, at all times, shall keep and maintain the Mortgeged Property fully insured (without conficuence): (i) equinst loss of demage by or resulting from, fire end such other hazards, casualties and contingencies as

Lender, from time to time, may require in companies, form, amounts and for such periods as is satisfactory to Lender; (ii) with flood insurance whenever required under the National Flood Insurance Program; (iii) with comprehensive general public liability insurance with combined single limit for bodily injury or property damage in an amount acceptable to Lender with respect to any one accident or disaster; (iv) sprinkler insurance and boiler insurance, if (v) earthquake insurance, if applicable; and (vi) such other applicable; insurance as may be reasonably required by Lender from time to time. All such policies and renewals thereof (hereinafter referred to as the "policies") shall contain standard Lender loss payable clauses naming Lender as "Lender", as well as a standard waiver of subrogation endorsement and a non-contributory standard Lender clause and shall be delivered, as issued, to Lender, with premiums therefor paid in full by Borrower. All policies shall provide that they are non-cancellable by the insurer without first giving at least thirty (30) days prior written notice to Lender of any intended cancellation. Borrower will give immediate written notice to Lender of any loss or damage to the Mortgaged Property caused by any casualty. In case of policies about to expire, Borrower will deliver to and deposit with Lender renewal policies not less than thirty (30) days prior to the respective dates of expiration. Borrower will deliver and deposit with Lender receipts for the payment of the premiums on all policies. In the event of foreclosure of this Mortgage, or assignment hereof by Lender or transfer of title to the Mortgaged Property in extinguishment of Borrower's Liabilities, all right, title and interest of Borrower in and to any policies then in force shall pass to the purchaser, grantee or assignee.

- (B) (a) Full power is hereby conferred on Lender:
  - (i) to settle and compromise all claims under all policies;
- (ii) to demard, receive and receipt for all monies becoming due and/or payable under all policies;
- (iii) to execute, in the name of Borrower or in the name of Lender, any proof of loss notices or other instruments in connection with all claims under all policies; and
- (iv) to assign all policies to any holder of Borrower's Liabilities or to the grantee of the Mcclgaged Property in the event of the foreclosure of this Mortgage or other transfer of title to the Mortgaged Property.
- (b) In the event of payment under any of the policies, the proceeds of the policies shall be paid by the insurer to Lender, and Lender, in its sole and absolute discretion, may:
- (i) apply such proceeds, wholly or partially, after deducting all costs of collection, including reasonable attorneys' and paralegals' fees, either
  - (I) toward the alteration, reconstruction, repair or restoration of the Mortgaged Property or any points, thereof, in which event Lender must give its prior written approval to all plans and specifications for the alteration, reconstruction, repair or restoration of the Mortgaged Property; or
  - (II) as a payment on account of Borrower's Liabilities (without affecting the amount or time of each subsequent payment required to be made by Borrower to Lender under the Note), whether or not then due or payable;

or

- (ii) deliver the same to Borrower.
- (c) All insurance proceeds at any time or times hereafter disbursed to or for the benefit of the Borrower in any way, manner or respect affecting, arising from or relating to, the Mortgaged Property, or any portion thereof, are hereby assigned to Lender as additional security for the payment of the Borrower's Liabilities (and for such purpose Borrower hereby grants to Lender a security interest therein).

the appearates. Form, amounts and for such periods as is satisfictory to bendum: (i) with flood insurance whenever required ander the bestones Pland bourress Proquent (iii) with comprehensive general public liability insurance with combined single limit for bodily injury or property dense a in an enount acceptable to tender with respect to any one ardident or diseasor; (iv) sprintler insurance and boiler insurance, if applicable: (v) certiquate incurence, if applicable; and (vi) such other insurance in man be versuably rejained y lander from time to time. All each policies and removes the thereof (hereign) reference to as the 'policies') shall Lieu am "refresi" as rebeat primer words to dilayer and refresi frebance resolution de a standard watter of subrequies endersament and a non-contributory standard Dender claure and enail be delivered, as issued, to Lender, with presiums, therefor eadd in full by Borrower. All mulicies shall provide that they are non-concellable in the incurer without first diving at least thirty (30) days, prior written course to bender so any intended cancellation. Borrower will give immediate notice to tach of any loss or damage to the Morroaged Property extend by any constably, in the politice about to expire. Borrower will delived to each ices then thirty (30) days prior to the respective darus of augmention. Borrower (4) deliver and deposit with lander recepts for the payment of the precious on all policies. In the count of foremore of this Mortgage, or securates hereof by Leader or transfer of virio to the Mos cared Ecoperty in estimates of gorrower's high carety, est right, the vois incress of Borrower's in and to any policies there is faced about pers so the pareboses, granted of mesignee.

- (a) (a) Bull yower is berein ourforred on bender:
- (1) to cettle and comprovine all claim under all policies;
- (ii) to demand, receive and receipt for all monies bacoming due author jayable under all policies:
- (iii) to execute in the rame of Sorrower or in the name of Lender, any proof of loss notices or othe unstruments in connection with all claims under all policies, eral
- (1v) to aveign all portries to any holder of Borrower's Lisbildries or to the grantes of Council the event of the forsclosure of this Mortgaged transfer of this to the Mortgaged Property.
- (b) In the every of payment under any of the policies, the proceeds of the policies shall be paid by the incover to bender, and bender, in its sole and absolute discretion may:
- (i) which partially, strength wholly or partially, sites deducting all costs of collection, including respondite attorneys' end paralogals' fees. Butter
- (1) tensial the alterarium, recombination, repair or restocation of the Bortgages Eugerty or any portion thereof. In which event bender much dies its prior wiltten approval to all plans and apecifications for the alteration, recombination, repetit or restoration of the Mortgaged Property; or
- (11) he a payment on account of Porrower's Liebilities (wirthent streeting the around or blue of such subsequent payment required to be made by Sorrower to Lender under the Noteb whether on not then due or payable:

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- (15) deliver the same to borriver.
- (c) (i) insurance provents at the time or times hereafter disbureed to or for the benefit of the borrower in any way, manner or respect affecting, arising from or relating to, the Morrosped Freperty, or any particulable of thereof, are bereby costyned to Lender as additional security for the payment of the Borrower's Liebziltules (and for a unit purpose introver hereby grants to Lender a security interest therein).

- Borrower shall deposit with Lender on the first (1st) day of each month hereafter until Borrower's Liabilities are fully paid, a sum equal to one-twelfth 1/12 of (i) one hundred percent (100%) of the total annual impositions, levies, taxes and assessments arising with respect to the Mortgaged Property for the most recent ascertainable tax year and (ii) the total amount of annual premiums for all policies required to be obtained and maintained by Borrower pursuant to this Mortgage with respect to the Mortgaged Property. Subject to the provisions of this Paragraph and provided that Borrower is not in default in the timely payment of any payment of principal, interest or other monies due or declared due under the Note and is not in default under the Loan Documents and there is no Event of Default hereunder, Lender shall pay, when and to whom due and payable under applicable contracts or law, all of the aforesaid impositions, levies, taxes, assessments and premiums. Notwithstanding the foregoing, Lender does not hereby assume any of Borrower's obligations under said contracts or laws to make such payments and nothing contained herein, in the Note or the Loan Documents shall require Lender to perform any such obligations of Borrower except for the making of the aforesaid payments in accordance with and subject to the above specified terms. Upon occurrence or existence of a default under the Note, the Loan Documents, or an Event of Default hereunder. Lender shall not be obligated to make such payments, ort, at its sole election and in its sole discretion, may make any or all of such payments. Any such payments made by Lender, together with interest thereon at the Default Rate described in the Note from the date of Lender's payment(s) ther on until repaid by Borrower to Lender, shall be due and payable by Borrower to Leider upon demand, and, until paid, shall constitute a part of Borrower's Liabilities secured by this Mortgage.
- (B) If the deposits required by Paragraph 4.2 are insufficient to pay the impositions, levies, caxes, assessments for which they are provided, on or before thirty (30) days percent the same shall become due and payable, Borrower shall deposit with Lender such additional monies as are necessary to pay, in full, such obligations.
- (C) Upon the occurrence or existence of an Event of Default hereunder, Lender, at its option and in its sole discretion, may apply any monies held pursuant to Sub-Paragrap'. (A) above on account of any of Borrower's Liabilities, in such order or priority as Lender may elect.
- (D) Upon payment, in full, of Norrower's Liabilities, Lender shall deliver any remaining of the aforesaid deposits to Borrower or the then owner of the Mortgaged Property.
- (E) All of the aforesaid deposits hereby are pledged, as additional security for the payment of Borrower's Liabilities (and for such purpose, Borrower hereby grants to Lender a continuing security interest therein), to be applied by Lender for the purposes hereinabove set forth and shall not be subject to the control of Borrower; provided, however, chat Lender shall not be liable for failure to pay, when due, any such impositions, levies, taxes, assessments or premiums unless Borrower, prior to the occurrence or existence of an Event of Default, shall have requested Lender, in writing, to pay the same and delivered to Lender appropriate evidence of payment or statements therefor.
- (i) All awards now or hereafter made by any public or quasipublic authority to or for the benefit of Borrower in any way, runner or
  respect affecting, arising from or relating to the Mortgaged Property, or any
  portion thereof, by virtue of an exercise of the right of eminent domain by
  such authority (including, but not limited to, any award for taking of title,
  possession or right of access to a public way, or for any change of grade of
  streets affecting the Mortgaged Property) hereby are assigned to the Lender as
  additional security for the payment of Borrower's Liabilities (and for such
  purpose, Borrower hereby grants to Lender a security interest therein);
- (ii) Lender shall and hereby is authorized, directed and empowered to collect and receive the proceeds of any such awards from the authorities making the same and to give proper receipts therefor (in Borrower's name, in Lender's name or in both names), and may, in its sole and absolute discretion, use such proceeds for any one or more of the following purposes:
  - (a) to apply the same, or any part thereof, to Borrower's Liabilities, whether or not then matured and without affecting the amount or time of subsequent payments required to be made by Borrower to Lender under the Note;

- 4.2 (A) Extraored that Served With Ethylor on the first (18t) day of each month (wareafter real) beer week's field litter and fully paid, a sum squal to one-committe into al (1) one bushed parcent (100%) of the total magnal impositions, because the total accordence with pespect to the Mortgaged Eventhal the tie seet recent ascertainable tan year and (ii) the total smears to the explosion of the antique of the antique of the second to the secon maintained by Rossower personet to this Mortgage with respect to the Mortgaged Property. Subject to the provisions of this Paragraph and provided that Engrowed is not to desuit in the rundy payment of any payment of guindipal. at ton at bas stor and rebras sub beauties as our eaties medic to temporal dyfania order doe Loan Torymeath and timus is a Svenia **30 Olekali.** De**rmudet** bender shall you when end to whom due and payable moder applicable convicants or law. all of the aforese'd impositions, levies, tames, assessed and presidunc. Motwithstradist the foregoing, tender does not hereby assume any of Secretary and a second and a second contract to or laws to make such payments and nothing contrained hovein, in the West or the Loan Documents Shall require lander to parkers to any and all landers or terrords except for the meling of the learned ballibege evogs and of roughts for intersections, of non-enged bissection Open occurrence of a descript under the Note, the Low, Tocusents, of an Woent of tribult beremuder, wender such not be obligated to make such payments, but, at the sole distribution and it its sole distribution are taken as or all of such payments. Any such payments needs by Lander, togethe lith interest diereon at the Dedault Rate described in the Nove from the date of Lender's payment(s) thancol until repaid by Forrower to Eucles, shall by due and payable by Borrower to Leeder move deckers, and a paid, whall constitute a part of Sorrower's Liabilities secured by this Mortgage.
- (a) In the decoming required by Faregraph ... are insufficient to pay the impositions levies, cares, essessments for which they are provided, on or before thirty (50) days before the same chall be one due and payable, Sourceen shall deposit with header such additional monies are are necessary to pay, in full, such obliquations.
- (C) Upon the occurrence of endersent of Default hereunder, Lender, at its option and in his sole discretion, may apply any monies held pursuant to Sub-Paragraph (a) shows on account of any of Borrower's Lisbilities, in such order or priority at Lender may elect.
- (E) Upon poyment, in fall, of Borrower's hisbilities, Hender shall deliver any remaining of the sin cast deposits to Borrower or the then owner of the Mortgaged Property.
- (E) All of the parment of Serrower's Libbilities (and for such purpose, accountly for the parment of Serrower's Libbilities (and for such purpose, Berrower hereby quarty transfer therein), to be applied by Leuder to Libbility in resumbove set forth and shall not be avoiged to the century of Serrower, provided, however, that Lender shall not be libble for follows to pay, when due, any such impositions, levies, teres, accessments or premiums unless Borrower, prior to the occurrence or existence of an Event of Delegalt, elseli have requested Lender, in writing, to pay the same and drivered to Lender appropriate evidence of payments therefor.
- (i) All awards now or hereafter made by any public of duasiport of mathematy we as no now the benefit of Sorrower in any way, menner of respect affection, aminist from or relating to the Morigaged Property, or any portion thereon, by virtue of an evergine of the right of eminent domain by such subharing (including, but not located to, any award for tabing of title, presention or right of access to a public way, or for any change of grade of standard security for the payment of Forrower's Labilities (and for such purpose, Specience hereaft grants to herefor a security interest therein):
- (11) beader shall and hereby is anthorized, directed and empowered to collect and neutropities making the same and to give proper receipts therefor (in Borrower's name, in lender's name or in both names, and may, in its sole and absolute discretion, was such propeds for any one or more of the following purposes:
- (a) to hoply the same, or any part thereof, to Borrower's Liabilities, whether or not then matured and without affecting the amount or time of subsequent payments required to be made by Borrower to Leuder under the Note:

- (b) to use the same, or any part thereof, to satisfy, perform or discharge any of Borrower's Obligations;
- (c) to use the same, or any part thereof, to replace, repair or restore any or all of the Mortgaged Property to a condition satisfactory to Lender, and Lender must give its prior written approval to the plans and specifications for any such replacement, repair or restoration; or
  - (d) to release the same to Borrower.
- (iii) Borrower, immediately upon request by Lender, shall make, execute and deliver and/or cause to be made, executed and delivered to and/or for the benefit of Lender any and all assignments and other instruments sufficient to assign, and cause the payment directly to Lender of, all such awards, free and clear of all Encumbrances except those Encumbrances described in Paragraph 3.2(1) above. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the mortgaged Property by any public or quasi-public authority or corporation, Borrower shall continue to pay all of Borrower's Liabilities, as and when die and payable, until any such award or payment shall have been actually received by Lender, and any reduction in Borrower's Liabilities resulting from the application by Lender of such award or payment as herein set forth shall be weemed to take effect only on the date of such receipt. If, prior to the receipt by Lender of such award or payment, the Mortgaged Property shall have been sold upon the exercise of Lender's remedies under this Mortgage, Lender shill have the right to receive such award or payment to the extent of any deficiency found to be due upon such sale, with the lower of legal interest or the Prult Rate as described in the Note thereon, whether or not a deficiency judgment or, this Mortgage shall have been sought or recovered or denied, and with the reasonable attorneys' and paralegals' fees, costs, expenses and disbursements incurred by Lender in connection with the collection of such award or payment.

#### DEFAULT

- 5.1 The occurrence or existence of any one or more of the following events shall constitute an "Event of Default" incler this Mortgage:
- (i) The failure of Borrower to pay, when due or declared due, any of Borrower's Liabilities.
- (ii) Failure of Borrower to promptly, fully and faithfully to satisfy, perform, discharge, observe and comply with each and every of Borrower's Obligations, under this Mortgage.
- (iii) The occurrence of a Sale as defined in Paragraph 3.3(iv) hereof without the written consent of Lender.
- (iv) The occurrence or existence of a "Default" or "Errot of Default" as defined in any of the Loan Documents, or a default or event of default under any other agreement, instrument, or document evidencing and/or couring and/or guarantying all or any portion of the indebtedness secured hereby, which is not cured within any applicable grace or cure periods, if any.
- 5.2 Upon the occurrence or existence of an Event of Default, Lender, after notice and demand insofar as required hereby, or by applicable law, in its sole discretion and at its sole election, without notice of such election, and without further demand, may do any one or more of the following:
- (i) Declare all of Borrower's Liabilities immediately due and payable and collect the same at once by foreclosure or otherwise, without notice of broken covenant or condition (and in case of an Event of Default and the exercise of such option, Borrower's Liabilities shall bear interest at the Default Rate as described in the Note from the date of such Event of Default until paid in full).
- (ii) Either with or without process of law, forcibly or otherwise, enter upon and take immediate possession of the Mortgaged Property, expel and remove any persons, goods or chattels occupying or located on the Mortgaged Property, receive all Rents, and issue receipts therefor, manage, control and

(19) vo des charactes com any part thereoff, the satisfy, parteme or discinação eny or to remente Chilgebione, o

- (c) to use the ease, or any part thereof, to replace, regain or restore any or all or the Nortgaged Property to a condition artistactory to lender, and Londer must give its prior written approved to the plane end coedifications for any such replacement, restored on restored on
  - teration of the same for the source of
- execute and deliver anther came to be made entented and delivered to anthor for the benefit of Lender and come to be made, executed and delivered to anthor for the benefit of Lender and clear of all such search to assign out the saving of the mode of the directive of Lender of all such awards. Free and clear of all Standards ences encept those Enumbrances described to beregragh (12(1)) above. Ill Standards on encept the Lender of Broundrands domain at the Mortgage of Fromery by any strending any taking by eminent domain. Of the Mortgaged Fromery by any public or quasi-public autority or comporation the Mortgaged Fromery by tender, and the such of Broundrands and payable, until any under all of Borrower's Liabilities, as actually reserved by tender, and the such as actually reserved by tender, and the such as actually reserved to the saving of payable that the contract of actual be such as all the fact of a material set and or the saving former of the saving Fromery and the such as a linear this saving the saving the saving former than the saving or payable to the saving and actually the fact of the contract of the saving or payable to the contract of the saving or the saving to the saving or payable of the saving or payable of the saving the saving or payable of the factor or the saving and saving the saving or payable or payable of saving and denient and after the saving mounted by taken or accurred or payable.

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- 5.1 The occurrence or californie of any one or more of the following encits shall constitute an "Event of lessent" this Mortgage:
- (i) The failure of Burry as to pay, when due or declared due, any of Borrower's Liabilities.
- (iii) Failure of Strower to promptly, fally and faithfully to satisfy, perform, discharge, coper a and comply with each and every of Borrower's collections, under this destume.
- (111) The occurrence of a Sale as defined in Paragraph 3.3(iv) hereof
- (10) "Instancian or entergers of a Tefault' or "Event of Dofeult' as defined in any of the family on a default or event of default under any other any other any other any other and the family or comment evidencing and/or securing and/or gravantyly all or any problem of the indertedness secured hereby, which is not ourse with the are applicable area or our our periods, if any.
- 3.7 Open the occurrence or existency of an Event of Default, Lender, after notice and demand insocra as required housing by applicable law, in its sole discretion and at its sole election, without notice of such election, and without further demand, may do any one or more of the following:
- (1) Decieno all of Entraver's highlities immediately due end payable and columnt the same at ence of convertment of classifer, without notice of broken coverant of confilies (.e., in case of on Event of Default and the encroise of such opilon, formover's bashilities shall bear interest at the Default Rate as described in the Mose from the date of such Event of Default until guid in full).
- (ii) Elther while or willers of process of law. fordibly or otherwise, enter upon and take immediate rescension of the Mortgaged Froperty, expel and remove any percens, goods or chartels ecopying or located on the Mortgaged Property, repairs all Sauts, and issue receipte therefor, manage, control and

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operate the Mortgaged Property as fully as Borrower might do if in possession thereof, including, without limitation, the making of all repairs and replacements deemed necessary by Lender and the leasing of the same, or any part thereof, from time to time, and, after deducting all reasonable attorneys! and paralegals' fees and all costs and expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged Property, apply the remaining net income, if any, to Borrower's Liabilities or upon any deficiency decree entered in any foreclosure proceeding. At the option of Lender, such entry and taking of possession shall be accomplished either by actual entry and possession or by written notice served personally upon or sent by registered mail to the Borrower at the address of Borrower last appearing on the records of Lender. Borrower agrees to surrender possession of the Mortgaged Property to Lender immediately upon the occurrence of an Event of Default. If Borrower shall remain in physical possession of the Mortgaged Property, or any part thereof, after any such Event of Default, such possession shall be as a tenant of Lender, and Borrower agrees to pay to Lender, or to any receiver appointed as provided below, after such Event of Default, a reasonable monthly rental for the Mortgaged Property, or the part thereof so occupied by the Borrager, to be applied as provided above in the first sentence of the Sub-Paragraph, and to be paid in advance on the first day of each calendar month, and, in derault of so doing, Borrower may be dispossessed by the usual summary proceedings. In the event Borrower shall so remain in possession of all, or any part of, :he Mortgaged Property, said reasonable monthly rental shall be in amounts established by Lender in its sole discretion. This covenant shall be effective irrespective of whether any foreclosure proceeding shall have been instituted and irrespective of any application for, or appointment of, a receiver.

- (iii) File one or more suits at law or in equity for the foreclosure of the lien of this Mortgage and to collect Borrower's Liabilities. At its option, Lender may foreclose the lien of this Mortgage upon less than all of the Mortgaged Property and specifically reserves the right to bring future foreclosure actions with respect to the balance of the Mortgaged Property or portions thereof. In the event of the commencement of any such suit by Lender, Lender shall have the right, either before or after sale, without notice and without requiring bond (notice and brad being hereby waived), without regard to the solvency or insolvency of Borrower at the time of application and without regard to the then value of the Mortgaged Property or whether the same is then occupied, to make application for and outain the appointment of a receiver for the Mortgaged Property. Such receiver small have the power to collect the Rents during the pendency of such suit and, in case of a sale and a deficiency, during the full statutory period of redemption or not, as well as during any further times when Borrower, except for the intervention of such receiver, would be entitled to collect the Rents, and shall have all other powers which may be necessary or usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property. The court before which such suit is pending may from time to time authorize the receiver to apply the net income in his hands in payment, in whole or in part, of Borrower's Liabilities. In case of a sale pursuant to foreclosure, the Premises may be sold as one parcel.
- (iv) Exercise any other remedies or rights permitted or remyided under or by the laws or decisions of the State of Illinois (including all remedies and rights of a secured party under the Uniform Commercial Code of the State of Illinois), accruing to a mortgagee and/or secured party upon a defruit by a mortgagor and/or debtor or otherwise available in equity or under the Loan Documents.
- 5,3 Upon the occurrence or existence of an Event of Default under this Mortgage, there will be added to and included as part of Borrower's Liabilities (and allowed in any decree for sale of the Mortgaged Property or in any judgment rendered upon this Mortgage or the Note) the following: The costs, judgment rendered upon this Mortgage or the Note) the following: The costs, charges, expenses and attorneys' and paralegals' fees and expenses and other fees specified in Paragraph 5.4 below; any and all expenditures which may be paid or incurred by or on behalf of Lender for appraisers' fees, documentary and expert evidence, stenographers' charges, publication costs, fees and expenses for examination of title, title searches, guaranty policies, and similar data and assurances with respect to the title to the Mortgaged Property; interest at the Default Rate, as provided in the Note upon a default thereunder; all prepayment or like premiums, if any, provided for in the Note;

podrato the Mortejacci Propastly as telly es Porrower might do if in possession thereof, including, without limitation, the making or all repairs and replanements decembed more story by the whot the leasing of the send, or any part themson, from time to time, and, after deducting all reasonable attorneyed and parclegals! focus and all our be and ougetress accounsed in the profession, cene, maintenance, menegement and operation of the Mortgaged Property, apply the raimalisting socilitames. (d eng. in Bo**rrower's Lishbilklab Go**r**vion any** to notific and the Lightbesocke orneological or an inequal except yearlieful Series, such entry and taking of correction chill be secomplished edrhau by access mutry and pessession or by section better better persons by agen of sent by registered mail to the Borrower at the arthree of Borrower lear teacher the the records of bester. Bossiese coruse to extremiser possession of tak Mortgaged Proporty on Leader immediately upon the accurrence of an Syent or Dereuly. If forecome shall remain in poyunest personalob of the Morigaged Proposity, or any part theoret, alber say ruch Ereit of Default, such passession simil be as a termen of Termine, and Parageor supreme to pay to Londer, or to any receiver appointed me provided believ, enter such Event of Default, & resecreble meanthly walred for the theregased three the or the proof so occupied by the Surrower, to be applied by provided about in the first sentence of the Sub-Farequelyn, and to be paid in advance or the tirst day of each calmost mouth, stell in Authority of the Louis Roughest they be disposed by the Louis aumnery proceedings. In the event for cover shell so remein in possession of all, or way jeart of, the Macroscoad Drogonny, math respondite monthly ferral shall be in amounts setablished by ( inder in its cole disoretion. This coverent shall be effective tressective of whether any forselosurs proceeding shall have been s. Lo snewinlogge va .xot.notispilogs yos lo evideepeevil bas bettilani .nevlebet

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9.2 Open the securement of this constant of Default under this Mortgage, there will be affect for the included as part of Borrower's Liabilities (and allowed in any decree for sale of the dertyaged Property or in any judgment rendered upon this Nortgage for the Mote) the following: The costs, charges, expenses and attorneys' and paralogals' isses and expenses and other fees appeals in Paragraph 5.4 be on any and all expenditures which may be paid or incourse by or on behalf to Lender for equentifiers' fees, documentary and expense for evamination of the behalf to the searches, quaranty policies, and elementary decased assumences with the teacher, quaranty policies, and similar data and assumences with respect to the ritie to the Mortgaged Property interest at the Default hate, as provided in the Note upon a default thereundery all provided for in the Mortgaylt thereundery all provided for in the Moter Moter

and all other fees, costs and expenses which Lender deems necessary to prosecute any remedy it has under this Mortgage, or to inform bidders at any sale which may be had pursuant to its rights hereunder, of the true condition of title or of the value of the Mortgaged Property. All such costs, charges, expenses, prepayment or like premiums, fees and other expenditures shall be a part of Borrower's Liabilities, secured by this Mortgage, payable on demand and, except for the aforesaid interest at the Default Rate as defined in the Note shall bear interest at the Default Rate as defined in the date of Lender's payment thereof until repaid to Lender.

- 5.4 If foreclosure proceedings are instituted upon this Mortgage, or if Lender shall be a party to, shall intervene, or file any petition, answer, motion or other pleading in any suit or proceeding (bankruptcy or otherwise) relating to this Mortgage, the Note, the Loan Documents, or Borrower's Liabilities, or if Lender shall incur or pay any expenses, costs, charges or attorneys' and paralegals' fees and expenses by reason of the employment of counsel for advice with respect to this Mortgage, the Note, the Loan Documents, or any other of Borrower's Liabilities, and whether in court proceedings or otherwise, such expenses and all of Lender's attorneys' and paralegals' fees and expenses shall be part of Borrower's Liabilities, secured by this Mortgage, payable or demand and shall bear interest at the Default Rate as defined in the Note from the date of Lender's payment thereof until repaid to Lender.
- 5.5 The proceeds of any foreclosure sale of the Mortgaged Property shall be applied and discributed, first, on account of the fees, charges, costs and expenses described in Paragraphs 5.3 and 5.4 above, secondly, to the balance of Borrower's Liabilities, and thirdly, the surplus, if any, to Borrower.
- 5.6 In the event of the commencement of judicial proceedings to foreclose this Mortgage, Borrower, or rehalf of itself, its successors and assigns, and each and every person it may legally bind acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage: (i) does hereby expressly waive any and all rights of appraisement, valuation, stay, extension and (to the extent permitted by law) redemption from sale under any order or decree of foreclosure of this Mortgage; and (ii) does hereby agree that when sale is had under any decree of foreclosure of this Mortgage, upon confirmation of such sale, the master in chancery or other officer making such sale, or his successor in office, shall be and is authorized immediately to execute and deliver to purchaser at such sale a deed conveying the Mortgaged Property, showing the amount paid thereor, or if purchased by the person in whose favor the order or decree is entered, in amount of his bid therefor.
- 5.7 Lender shall have the right from time to time to sue for any sums, whether interest, principal or any other sums required to be paid by or for the account of Borrower under the terms of this Morigage, the Note or the Loan Documents, as the same become due under the Note, or any other of Borrower's Liabilities, shall be due and without prejudice to the right of the Lender thereafter to bring an action of foreclosure, or any other action, for an Event of Default by the Borrower existing at the time such equilier action was commenced.
- 5.8 No right or remedy of Lender hereunder is exclusive of any other right or remedy hereunder or now or hereafter existing at law or in equity, but is cumulative and in addition thereto and the holder of the Note may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting or affecting or impairing the security or any right or remedy afforded by this Mortgage. No delay in exercising, or omission to exercise, any such right or remedy will impair any such right or remedy or will be construed to be a waiver of an Event of Default by Borrower hereunder, or acquiescence therein, nor will it affect any subsequent Event of Default hereunder by Borrower of the same or different nature. Every such right or remedy may be exercised independently or concurrently, and when and so often as may be deemed expedient by Lender. No terms or conditions contained in this Mortgage or the Note may be waived, altered or changed except as evidenced in writing signed by Borrower and Lender.
- 5.9 Lender shall release this Mortgage by proper instrument upon payment and discharge of all of Borrower's Liabilities, including all prepayment or like premiums, if any, provided for in the Note and payment of all costs, expenses and fees, including reasonable attorneys' and paralegals' fees, incurred by Lender for the preparation, execution and/or recording of such release.

and all other fear coats to a corress unit bender deems recedeary to prosecute any remedy it has noder this fortgage, or to inform bidders at any sails which may be sed paresent to no aughte increment, of the true condition of the or of the value of the bender, as a condition of the or of the value of the property. All such costs, charges, expenses, prepayment or into possence, took and other expanditives shall be a paint of Borrower's highliary, second to this Mortgage, payable on demand and, except for the above at the reverse to the Default Rate as defined in the Mobe shall bear into near an election of the condert in the from the form of Lendert's payment therefore until repaid to Lendert's payment thereof until repaid to Lendert.

- 5.4 If forestonums proceedings are isetituted upon this Moirdage, on if bender shall be a pastay to shall incorvene, or file any periclon, asswir, motion or other picoding in any suit in proceeding (kaplouproy or bibersise) relating to this thing, we the first boar focuments, or Borrower's kiabilities, or is a selection of pay any expension, or Borrower's attorneys and catalityshe' the val appeared by meason of the deployment of coursel for advice with respect to this motified, the deployment of or say other of the loan focuseus, or say other of the loan focuseus, or say other of the last is a lightified and paralective and are appeared by this morigage, and appeared by this morigage, and appeared and shall been interest at the Default Material Anterest in the from the dath of Lendon's payment out the last for the Default Material Tother.
- 5.5 The proceeds of any forecleror sale of the Mortgaged Property shall be applied and distributed, first, on account of the feet, charges, costs and expenses described in Paceuragne 5.3 and 5.4 above, secondly, to the balance of Borrower's Liabilities and thirdly, the samples, if any, be Borrower.
- S.S in the even of the commencement of judicial proceedings to foreclose this Mortgage, serviver, and event percent if may legally bind organity any interest in or title to the Mortgaged Property subsequent to the date of this Mortgager (i) or title to the Mortgages (in or title to the Mortgages (in or title to the date of this Mortgages (i) does extension and to the entent permitted of the Argentian from sale under any order or decree at termination permitted of the requestion from sale under any order or decree at termination of this Mortgage, and (ii) does hereby agree confirmation of such sale, and nearly of translation of this Mortgage, upon confirmation of such sale, and nearly of this motion officer making sach sale, or his such event in office, while be and is authorized immediately to greenthe and deliver to purchants a such sale a deed conveying the Mortgaged Property, whose the season to present as the example of his bid therefor.
- 5.7 Lender chail have the right from time to time to sus for any sing, whether interest principal way other soms required to be paid by ar for the account of Sorrower was the form of this Mortgage, the Note of the Loan focuments, as the sem feare doe under the Note, or any other of Borrower's blabilities, chail be due and withens prejudice to the right of the Lender thereafter to bring at action or forestowns, or any other action, for an Event of Default by the Sorrower originals the time such earlier action was commenced.
- S.B Me vint on remain of Levies is excited is excitative of any order right by remain economics of new or new or hereafted by the holder of the Note and is eachier, but is commuted to each in equity, but is judyment the and it, eddiction structure of the holder of the Note asky recover judyment there of the note of the new remain of the example of the sent in example of the end of the new or of the end o
- 5.9 Leader will and meet this sorrages by proper instrument upon payment and discharge of all of porrages a billional sorrages and property or like premiume. If any, provided for in the fore and payment of all rosts, expenses and from the including respondic attorneys and paralegals' feet, income by Leader for the preparation, execution and/or recording of such rolesse.

- 5.10 Upon occurrence or existence of an Event of Default and following acceleration by Lender of the maturity of Borrower's Liabilities as provided herein, a tender of payment thereof by Borower, or any other party, or a payment thereof received upon or on account of a foreclosure of this Mortgage or Lender's exercise of any of its other rights or remedies under this Mortgage, the Note, the Loan Documents or under any applicable law or in equity shall be deemed to be a voluntary prepayment made by Borrower of the Note and, therefore, such payment must, to the extent permitted by applicable law, include the interest at the Default Rate payable upon an Event of Default, contained in the Note.
- 5.11 (A) Any agreements between Borrower and Lender are expressly limited so that, in no event whatsoever, whether by reason of disbursement of the proceeds of the loan evidenced by the Note or otherwise, shall the amount paid or agreed to be paid to Lender for the use, detention or forbearance of the loan proceeds to be disbursed exceed the highest lawful rate permissible under any law which a court of competent jurisdiction may deem applicable thereto.
- (B) If fulfillment of any provision herein or in the Note, at the time performance of such provision becomes due, involves exceeding such highest lawful rate, then <u>ipso facto</u>, the obligation to fulfill the same shall be reduced to but, highest lawful rate. If by any circumstance Lender shall ever receive as interest an amount which would exceed such highest lawful rate, the amount which may be deemed excessive interest shall be applied to the principal of Borrower's Liebi, ities and not to interest.
- (C) The terms and provisions of this Paragraph shall control all other terms and provisions contained herein, in the Note or in the Loan Documents.
- 5.12 Any failure of Lender to insist upon the strict performance by Borrower of any of the terms and provisions of this Mortgage, the Loan Documents or the Note shall not be deemed to be a waiver of any of the terms and provisions thereof, and Lender, notwithstanding any such failure, shall have the right at any time or times thereafter to insist upon the strict performance by Borrower of any and all of the terms and provisions thereof to be performed by Borrower. Neither Purrower, nor any other person now or hereafter obligated for the payment of the whole or any part of Borrower's Liabilities, shall be relieved of such obligation by reason of the sale, conveyance or other transfer of the Mortgaged Property or the failure of Lender to comply with any request of Borrower, or of any other person, to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage, the Loan Documents or the Note, or by reason of the release, regardless of consideration, of the whole or any part of the security held for Borrower's Liabilities, or by reason of any agreement or stipulation between any subsequent owner or owners of the Mortgaged Property and Lender extending the time of payment or modifying the terms thereof without first having obtained the consent of Borrower or such other person, and, in the latter event, Borrower, and all such other persons, shall remain l'able on account of Borrower's Liabilities and shall remain liable to make such payments according to the terms of any such agreement, extension or modification unless expressly released and discharged in writing by Lender. Lender, without rotice, may release, regardless of consideration, any part of the security held for Borrower's Liabilities, without, as to the remainder of the security therefor, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien. Lender may resort for the payment of Borrower's Liabilities to any other security therefor held by the Lender in such order and manner as Lender may elect.
- 5.13 Upon and after the occurrence or existence of an Event of Default under this Mortgage, Lender shall not be obligated to accept any cure or attempted cure by Borrower, except to the extent required by applicable law or in this Mortgage; however, if Lender accepts such cure, Lender shall not exercise its rights or remedies under Paragraph 5 of this Mortgage unless and until a separate or additional Event of Default then exists hereunder.
- 5.14 It is understood and agreed that neither the exercise by Lender of any of its rights or remedies under this Mortgage shall be deemed to make Lender a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Mortgaged Property or the use, occupancy, enjoyment or operation of all or any portion thereof, unless and until Lender, in person

- 8.10 Upon occurrence or exist anse of as Event of Default and following acceleration by Ichies of ris ratualty of Borrower's Liabilities as provided herein, a tender of payment thereof by Borrower, or any other prity, or a grycest thereof received upon or a common of a formiouse of this Bortgage or Lender's exemption of any eights or remedies under this Mostrage, the Mote the local December or under any explicable law as in equity sizell be deemed to be a voluntary prepared made by Borrower of the Mote and therefore, such payment must, to the extent permitted by applicable law, houlde the interest of the Default, sociatined in the Mote.
- 5.11 (A) Any agreement between borness and leader are expressly limited so that, in no event whethoever, whether by reason of disbursement of the proceeds of the loan evidence by the Tote or otherwise, shill the amount paid or agreed to be paid to Leader for the use, detention or forbashance of the loan proceeds to be disbursed enceed the highest lawful rate permissible ender any law which a court of competent juractionies may deem applicable thereto.
- (B) if fulfillmost of any provision herein or in the Noot, at the performance of each provision because also the involves exceeding each Alghest Lawful rate, then inso feel of the obligation to fulfill the sume shall be reduced to such highest lawful rate. If hy any alrequencement Factor shall ever receduse as interest an amount which way he deemed exceed a point which make the applied to the principal entropy of Sourcest's their time and not to messest shall be applied to the principal of Sourcest's their time and not to messest.
- (0) The beams and provintions of this Paragraph shall control all other tarms and provisions convibed herein, in the Note or in the Loan Cosments.
- Sold any failure of foods to this book this Mortgage, the Loan Sold over of any of the terms self indvision of this Mortgage, the Loan Formands of the terms and provisions to the terms and provisions the right at any time of the threafter to insist upon the failure, shall have the right at any time of time thereafter to insist upon the failure, shall have the right at any time of time thereafter to insist upon the stact personned by Sold of the say and provisions thereof to performed by Sold of the payer of the whole of any part of Sold her payer to the shall be called to the payer of the whole of any part of the sale, hereafter obligated for the payer of the sale, to said this sale, to said the sale, to sale, the failure of lander to comply with over squeet of bornower, or of any other person, to take action to comply with over squeet of bornower, or of any other person, to take action between to foreclose this said payers to the sold of the sold of the release, and the sold of the sold of the sold of the release, and the said lander to the security held for sold of the time of payment of account of the security held in the time of payment of the sold of the sold of the time of payment of the sold of the sold of the time of the containt sold to the sold of the sold of the sold of the sold of the time of the sold of
- 5.13 Upon and silve the occurrence or enistends of an Event of Default under this Mortgage. Leader shall not by obligated to accept any cure, ar autempted cure by Schrober, except to the curent regained by applicable less on in this Mortgage; however, if leader accepts such care, Leader shall not evertise its rights or ramedies actor Paragraph 5 of this Mortgage inloss and until a separate or additional Evan of Default ther anish Bereunder.
- 5.14 It is understood and agreed that meither the exercise by Lender of any of its rights or remedies under this Hortgage shall be decied to make Lender a "mortgage in-possession" or otherwise responsible or liable in any member with respect to the Mortgaged Property or the use, occupancy, ephoyment or operation of all or any portion thereof, unless and until Lender, in person

or by agent, assumes actual possession thereof.

The appointment of a receiver for the Mortgaged Property by any court at the request of Lender or by agreement with Borrower, or the entering into possession of the Mortgaged Property or any part thereof by such receiver, shall not be deemed to make Lender a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Mortgaged Property or the use, occupancy, enjoyment or operation of all or any portion thereof.

#### 6. MISCELLANEOUS

6.1 Every provision for notice, demand or request required in this Mortgage, or by applicable law shall be deemed fulfilled by written notice, demand or request personally served on (or mailed or sent by nationwide commercial courier (such as Federal Express) to, as hereinafter provided) the party entitled thereto or on its successors or assigns. If mailed, such notice, demand or request shall be made certified or registered mail, and deposited in any post office station or letter-box, enclosed in a postage paid envelope addressed to such party at its address set forth below or to such other address as either party hereto shall direct by like written notice and shall in leemed to have been made on the fifth (5th) day following posting as aforesaid If sent by commercial courier, such notice, demand or request shall be deemed to have been made on the first business day after delivery to the courier. For the purposes herein, notices shall be sent to Borrower and Lender as follows:

To Borrower.

Birger C. Nyborg, Lawrence J. Kendzior and Calvin E. Koeppel c/o 675 E. Trving Park Road Roselle, Jilinois 60172

To Lender:

USAmeribanc/Woodfie.: Higgins & Meacham Roads Schaumburg, IL 60196

- 6.2 All the covenants contained in this Mortgage will run with the land. Time is of the essence of this Mortgage and all provisions herein relating thereto shall be strictly construed.
- 6.3 This Mortgage, and all the provisions hereof, will be binding upon and inure to the benefit of the successors and as igns, or heirs and personal representatives, as the case may be, of the Borrows and Lender.
- 6.4 This Mortgage, having been negotiated, executed and delivered in the State of Illinois, shall be governed as to validity, interpretation, construction, effect and in all other respects (including the legality of the interest charged under the Note and described herein) by the laws and decisions of the State of Illinois.
- 6.5 In this Mortgage, the use of the word "including" shall rot be deemed to limit the generality of the term or clause to which it has reference, whether or not nonlimiting language (such as "without limitation," or "but not limited to," or words of similar import) is used with reference the clo. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret, define or limit the provisions hereof.
- 6.6 Wherever a power of attorney is conferred upon Lender hereunder, it is understood and agreed that such power of attorney is conferred with full power of substitution, and Lender may elect in its sole discretion to exercise such power itself or to delegate such power, or any part thereof to one or more subagents.
- 6.7 The pleadings of any statute of limitations as a defense to any and all obligations secured by this Mortgage is hereby waived to the fullest extent permitted by law.
- 6.8 Any provision of this Mortgage which is unenforceable in any state in which this Mortgage may be filed or recorded or is invalid or contrary to the

or by section, we must acted presented the level the appointment of a section for the Northaged Property by any survey at the prequest of Lender OF by a resembnt with Borrower, or the second of the property or any part thereof by any working the property or any part thereof by any working a mortust of the deback to make Lender a mortusquest or specially or the horoward for the responding or liable in any manner with respect to the Morroages frequents or the use, pocupancy, anjoyment or operation of all or any parts of the second or the use.

#### 6. MIRCHULAMBOUSP

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To Barrawer:

Birger C. Nyborg, Lawrence J. Kendicior and Calvin E. Mospeck C/O 875 E. Irving Park Road Roselle, Illinois 60:172

To Lenders

USAmerthemo/Woodfield Higgins & Meachem Roads Schaumwary, II. 60196

- 6.2 All the covenants contained in this Mortgage will run with the land, rime to of the electronic of this electron and all provincing forein relating thereto shall be entictly contined.
- 6.3 This Hortgage, and all the greetaions hencet, will be binding upon and nurse to the benerit of the successors and and and personal representatives, or heirs and personal representatives, as the consequences to the services and lender.
- 6.4 This Mortant having been negotiated, executed and delivered in the state of Illinois, enall be governed as to validity, interpretation, construction, election and interest characters the legality of the interest charged much in the legality of the described berein), by the laws and described berein), by the laws and described between the State of Illinois.
- 6.5 as whis Mornaye, the our of the word "including" shall not be deemed to it a view years alivy of the term or clause to which it has reference, whether it not mentioning large method in the following the following the med with reference thereto. The captions and headings of the personable of this Mortgage are for convenience only and are not to be used to interpret, define of limit the provincing only and are not to be used to interpret, define of limit the provincing because for the provincing of the convenience.
- s.s Wherever a nower of entower is confurted upon Leader hereunder, it is understood and aqueed thet such power of attorney is confeired with full power of subscitcion, and leader may elect in its sole discretion to exercise such power likely or to delegate such power, or any part thereof to the or more subscipants.
- e.y the research and any stary o or limitations as a defense to any and all obligations accound by this Mongase is hearby waiwed to the fullest emigate permitted by low.
- 6.6 Any provision of this Mortgage Which is unanforceable in any state in which this Mortgage may be filed or recorded or is invalid or contrary to the

law of such state, or the inclusion of which would affect the validity, legality or enforcement of this Mortgage, shall be of no effect, and in such case all the remaining terms and provisions of this Mortgage shall subsist and be fully effective according to the tenor of this Mortgage, the same as though no such invalid portion had ever been included herein.

6.9 Nothing herein shall be deemed or construed, nor shall the exercise by Lender of any of its rights, privileges, or remedies conferred under the Mortgage, the Note or Loan Documents, to render Lender and Borrower as joint venturers or partners in any way with respect to the Mortgaged Property.

THIS MORTGAGE is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by HARRIS BANK ROSELLE, at Trustee, solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against HARRIS BANK ROSELLE, its agents or amployees, on account hereof, or on account of any covenant, undertaking or agreement herein or in the Note contained, either express or implied, all such personal liability, if any, being hereby expressly waived and released by Lander or holder or holders of said Note, and by all persons claiming by or through or under said parties or the holder or holders, owner or owners of the Note and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that HARRIS BANI ROSELLE, personally, shall have no obligation to see to the performance or rol-performance of any of the covenants herein contained and shall not be personally liable for any action or non-action taken in violation of any of the coveracts herein contained.

IN WITNESS WHEREOF, HARRIS BANK LOSTLLE, not personally, but as Trustee as aforesaid, has caused these presents to be signed and its corporate seal to be hereunto affixed the day and year first axove written.

Harris Bank Roselle, not rersonally but as Trustee under a Trust Acrement dated November 14, 1986, and known as Trust No. 12556

By Buthel Asayuhufu Its: asal. Secy.

By: Bursel C. Alwelley ts: V. President

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Calvin E. Koeppe

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THE SETTEMENT IS COMMONDED FOR A COMMISSION NEWSFER, not pensonally, but as three pensonally, but as three or of an example and agreed by the properties of any antique to the contrary hother that agree and and and he die commander and are all the agreements herein made are made and add <mark>fo odnemenugs bre ogulde u</mark>seliet (1. m.n.), brus en joes fon folkeroust. Al gelleid <mark>do odniguej seit dul</mark> deservir i later et el boerne en les bissos personet. portwoodity, that the travers it the provinced but delivered by BAMRIS PANK sa fil mogn formation examply and to entireme out of the conference conference to the conference and the con handman at villidiamentary incompany to yill real lecturing or but secretary duce es, or shell of our lies in essective of orforced against MARRIE WORLER, superson the rior or botton or holders or said Moter and by all persons claiming by our thousant is are even particled will be the policy of the mains or overers of the offers and the average present or overers of the thought such that the test of the overers of the overer security instantants.

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IN ATTEMENT LATERON. HARRIS SANT PICALIS, not parmonally; but as Trustee as afromessing law comporate seal to be signed and its comporate seal to be nerroessand, see consect there proceed to be signed and it becomes afficed the continue of fire the continue of the continue o

Harris Dark Roselle, s refind defearall as full of leavener, for Trust squeenent dayed November 144. 1980, and known as Trust No. 12550

Sirger U. Nyborg

J. sometime I

Calvin H. Koeppe

# STATE OF ILLINOIS, COPY 2

I, the undersigned, a Notar and for said County, in the State aforesaid, DO HEREBY CERTIFY that a Notary Public in Russell C. Shockey, Vice President of UARRIS BANK ROSELLE Ruth I. Mayerhofer, Asst. Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst. Secretury , respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and then and there acknowledged that Sie the said <u>Ass7. Seere lary</u> then and there acknowledged that <u>Sie</u>, as custodian of the Seal of said Bank, did affix the seal to said instrument as hec free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth. 4th day of December GIVEN under my hand and official seal, this \_, 19<u></u>86 , My Commission Expires: 5-16-87 Notary Public Cook STATE OF ILLINOIS, County ss: i, the undersease , a Notary Public in and for said county and state, DO HEREBY CIR!IFY that Burn have formed Kentagion & Calin ZKouppe , personally known to me to be the same person(s) whose name(s) and subscriber to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as there is set forth therein set forth. 4 day of Ween GIVEN under my hand and official seal this \_\_\_\_\_\_, 19 My Commission Expires: 5-23-90

County, in the State of a state of a second by the State of a second bias.
of said Bank, who are parametrized to the tensor resource chose these are subsectioned to the secondary because the transfer of the secondary to the secondary that the secondary the secondary of the secondary of the secondary of the secondary and the secondary of the secondary and the secondary and of secondary as the secondary of the secondary and of secondary as the secondary of secondary of secondary of secondary of secondary secondary of secondary secondary secondary secondary of secondary seco
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OIVEN noder my record sext of Girlist coest, this day of Lucae Ce
Wormsteelen Expired:

T. L. CO.

#### EXHIBIT "A"

#### LEGAL DESCRIPTION OF THE MORTGAGED PROPERTY:

PARCEL A:

THAT PART OF LOT 2 IN CROSS CREEK, BEING A SUBDIVISION OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF SAID LOT 2; THENCE SOUTH 86 DEGREES, 30 MINUTES, 38 SECONDS WEST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 339.53 FEET; THENCE NORTH 2 DEGREES, 21 MINUTES, 38 SECONDS WEST, A DISTANCE OF 449.13 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE NORTH 86 DEGREES, 30 MINUTES, 38 SECONDS EAST, A DISTANCE OF 359.53 FEET TO THE NORTH EAST CORNER OF SAID LOT 2; THENCE SOUTH 0 DEGREES, 11 MINUTES, 00 SECONDS WEST ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 449.97 FETT TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

P.I.N. 07-35-400-053-0000 07-35-400-015-0000 07-35-400-015-0000 07-35-400-034-0050 07-35-400-035-0005

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ADDRESS: 975 E. WERGE ROAD, ROSELLE, IL

#### e "A" TIMEHMA

#### LEGAL DESCRIPTION OF THE MORTGAGED PROPERTY:

PARCEL A:

THAT PART OF LOT 2 1M CROSS CHEEK, BEING A SUBDIVISION OF THE NORTH WEST 1/A OF THE SOUTH EAST 1/A OF SECTION 35, TOWNSHIP AL WORTH, RAWFE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BESINGING AT THE SOUTH EAST CONGER OF SAID LOT 2: TERNOE SOUTH BE DECREES, SO HINDERS, SE SECRET ALONG THE SOUTH LINE THEREOF. A DISTANCE OF DEGLE SET THEREOF I RESERVED. OF THE SOUTH LINE THEREOF. A DISTANCE OF SAULT OF THE WORLD OF SAID LOT 7: THEREOF MOTER OF PROTESTS, SO MINUTES, SO MINUTES, SO MINUTES, SO MINUTES, SO MINUTES, OF SAID LOT OF THEREOF SOUTH O DECLES, A DISTANCE OF SECURITIES OF SECURITIES OF SAID LOT, A DISTANCE OF SAID. OF SECURITY, ILET OF SECURITY, ILET OF SAID LOT, A DISTANCE OF SAID. OF SECURITY, ILET OF SECURITY, ILET OF SECURITY.

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