6 5 3 0 86630472

MORTGAGE

LYONS FEDERAL TRUST AND SAVINGS BANK, MORTGAGEE

AMERICAN NATIONAL PANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 25, 1986, AND KNOWN AS TRUST NUMBER 100662-07, MORTGAGOR

\$288,000.00 MORTGAGE EFFECTIVE AS OF DECEMBER 32, 1986

THIS DOCUMENT PREPARED BY AND UPON RECORDING SHALL BE RETURNED TO:

GUERARD & DRENK LTD. 100 WEST ROOSEVELT ROAD, A-1 WHEATON, ILLINOIS 60187

Wall Jam H.

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\$238,000.00 MORTGAGE EFFECTIVE AS OF DECEMBER 31, 1986

THIS DOCUMENT PREPARED BY AND DPON RECORDING SHALL BE RETURNED TO:

GUERARD & DRENK LTD. 100 WEST ROOSEVELT ROAD, A-1 WHEATON, ILLINGS 60187

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#### MORTGAGE

THIS MORTGAGE is made this 31st day of December, 1986, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated November 25, 1986 and known as Trust #100662-07 (hereinafter referred to as the "Mortgagor"), having its principal office at 33 N. LaSalle Street, Chicago, Illinois, in favor of Lyons Federal Trust and Savings Bank, a federally chartered savings bank, having its principal office at 911 Elm Street, Hinsdale, Illinois 60521 (hereinafter referred to as the "Mortgagee").

WITNESSETH, that to secure the payment indebtedness in the amount of TWO HUNDRED EIGHTY EIGHT THOUSAND AND NO/100 (\$288,000.00) DOLLARS lawful money of United States, to be paid with interest thereon according to a certain note bearing even date herewith, and any amendments, modifications, renewals or replacements thereof (hereinafter referred to as the "Note"), and to Euthority heretofore granted pursuant Beneficiaries, the Mortgagor hereby mortgages, conveys, transfers and grants a security interest in the Mortgaged Premises (as defined herein) to the Mortgagee.

And the Mortgagor covenants, represents and warrants with the Mortgagee as follows:

#### DEFINED TERMS

- 1.1 <u>Definitions</u>. Whenever used in this Mortgage, the following terms, when capitalized, shall have the following respective meanings unless the context shall clearly indicate otherwise:
  - A. "Default Rate" shall mean the rrime Rate plus six (6%) percent per annum and shall be charged on any amount payable herein unless promptly paid, and shall constitute additional indebtedness secured by this Mortgage and shall be immediately due and payable.
  - B. "Event of Default" shall mean those occurrences described in paragraph 14.1 hereof.
  - c. "Fixtures" shall mean all materials, supplies, equipment, apparatus and other items now or hereafter attached to, installed in or used in connection with, temporarily or permanently, the Mortgaged Premises, including but not limited to any and all partitions, window screens and shades, drapes, rugs and other floor coverings, motors, engines, boilers, furnaces, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatus and equipment, water tanks,

#### MORTGAGE

THIS MORTGAGE is made this list day of Brossest, 1985, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trusted under reservable dated November 25, 1985 and snown us trusted allowing its principal office at 33 s. 1980le Struct, Chicago, Illinois, in favor of Lyons Federal Trust and Sayings Bank, a federally chartered savings out, having this principal office at 31 s. 800 and naving Sayings Bank, a federally chartered savings out, having the principal office at 31 sto Street, Hinsdale, Illinois 50521 (hereinafter referred to as the "Mortgagee").

witnesserf, that to secure the papeant of an indebtedness in the amount of TWO HUNDRED EIGHTY EIGHT THOUGAND AND NO/100 (\$288,000.00) DOLLARS LAWFOR BOARY OF the United States, to be paid with interest there is according to a certain note bearing even date below the any samendments, modifications, renewals or epiterments thereof thereinafter referred to all the "Note", and pursuant to authority deretofore cranted by interestinates, the Mortgager accordingly conveys, the mortgager accordingly conveys, transfers and grants a security literest in the Mortgager Erenest in the Mortgager Ereness (as defined berein) to the Gurgagee.

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#### DEFINED TERMS

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  - As viefault Rate" shall mean the state plane site plane sit (12) percent per annum and shall be correst on any august payable herein unless promptly paid, and shall constitute additional indebteduess escared by the morryage and shall be immediately due and payable.
  - B. "Event of Default" shall mean those occurrenced described in paragraph 14.1 bereet.
  - C1 "Fixtures" shalt most all materials, supplies, equipment, apparatus and other items now or hereafted attached to, instabled in or used in connection with temporarily or permanently, the subtyanced Premiser, including but not limited to any and all particious, window screens and shades, drapes, rugs and other thoor covarings, madeots, engines, botters, increases, posts, glumbing, clenning, coll and operations, turnatus, posts, glumbing, clenning, coll and operations apparatus, turnatus, posts, garant, garant, water types, cartings, apparatus of contents.

swimming pools, heating, ventilating, plumbing, laundry, incinerating, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, disposals, dishwashers, refrigerators and ranges, freezers, storm shutters and awnings, whether detached or detachable, and recreational equipment and facilities of all kinds.

- D. "Full Insurable Value" shall mean replacement cost less physical depreciation, exclusive of costs of excavation, foundations and footings below the lowest basement floor, or the original principal balance on the Note, whichever is greater.
- "Impositions" shall mean all real estate and personal property taxes, water, gas, sewer, electricity, and other utility rates and charges, charges for any easement, license or agreement maintained for the benefit of the Mortgaged Premises, and all other liens with respect thereto, of any kind and nature wintsoever which at any time prior to or after the execution hereof may be assessed, levied or imposed upon the Mortgaged Premises or the rents, issues and profits or the ownership, use, occupancy or enjoyment thereof.
- F. "Loan Documents" shall mean those documents as defined in the Loan and Security Agreement.
- G. "Mortgaged Premises" shall mean all of the Mortgagor's present or future estates in the Property, together with any buildings and improvements located thereon, rights of way, privileges, rights, easements and mineral rights appertaining thereto, and all tenements, hereditaments and appurtances thereto, the Personalty, and all rents, issues and profits of such Mortgaged Premises.
- H. "Mortgagee" shall mean Lyons Federal Trust and Savings Bank and its successors and assigns.
- I. "Mortgagor" shall mean the owner of the Mortgaged Premises.
- J. "Permitted Encumbrances" shall mean this Mortgage and other matters (if any) as set forth in the Schedule of Permitted Encumbrances attached hereto as Exhibit "B" and incorporated herein, and the lien and security interests created by the Loan Documents.
- K. "Personalty" shall mean all of the right, title and interest of, in and to all fixtures, furniture, furnishings, and all other personal property of any.

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- D. .. "Full Insurable Value" shall mean replacement cost; bess physical depreciation, exclusive of costs of excapablea, foundations and footings below the least baseasent floor, or the original principal balance on the helpwater.
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- William Documents" shall mean those documents in defliced in the Loan and Foundty Agreement.
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- H. . Mortgageer shall mean trons Fideral Trust and Savings Back and its successors and assigns.
- Mortgagor" shail meen the owner of the west gaged Fremises.
- Jiggage and other matters (if any) as not both in the Schedule of Permitted Sacumbrances attached hereto at Exhibit "B" and incorporated becain, and the lien and machity intercases created by the Loan Ducaters.
- in "recisonalty" shall mean all of the right, citle and interest of, in and to all fixtures, furnthure, furnthure, furnthure, and all other personal enoperty of my

kind or character, temporary or permanent, now or hereafter located upon, within or about the Mortgaged Premises which are necessary for the operation of the Mortgaged Premises, (excluding personal property owned by tenants in possession), together with any and all accessions, replacements, substitutions, and additions thereto or therefor and the proceeds thereof.

- L. "Prime Rate" shall mean that rate announced and published from time to time by Chase Manhattan Bank, N.A., and in effect on the fifteenth (15th) day of each month. At the election of Mortgagee, the Prime Rate shall be that rate announced and published from time to time by Chase Manhattan Bank, N.A. and in effect daily. In the event that the Prime Rate of the Chase Manhattan Bank, N.A. is not available, the Prime Rate of the Citizank, N.A. shall be used.
- M. "Prohibited Transfer" shall mean a transfer as defined in paragraph 9.1 herein.
- N. "Property" shall mean that real property commonly known as 7516-7518 North Eastlake Terrace, Chicago, Illinois and legally described on Exhibit "A" which is attached heroto and made a part hereof.
- 2.1 Payment of Inderceiness. The Mortgagor will pay the indebtedness as provided in the Note and will otherwise duly comply with the terms thereof.
- 3.1 Representations as to the Mortgaged Premises.
  Mortgagor represents and covenants that: A. Mortgagor is the holder of the fee simple title to the Mortgaged Premises subject only to the Permitted Encumbrances: B. Mortgagor has full legal power, right and authority to mortgage and convey the Mortgaged Premises; C. this Mortgage creates a valid first lien on the Mortgaged Premises.
- 4.1 Imposition. The Mortgagor shall, subject to the provisions of this Mortgage, pay all Impositions when due, and in default thereof the Mortgagee may, at its option, pay the same. Any sums paid by Mortgagee on account of Impositions shall bear interest at the Default Rate.

## 5.1 Maintenance of Mortgaged Premises; Changes and Alterations.

A. The Mortgagor shall maintain or cause to be maintained the Mortgaged Premises in good repair, working order, and condition and make or cause to be made, when necessary, all repairs, renewals, and replacements, structural, non-structural, exterior, interior, ordinary and extraordinary. The Mortgagor shall refrain from and shall

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not permit the commission of waste in or about the Mortgaged Premises and shall not remove, demolish, alter, change or add to the structural character of any improvement at any time erected on the Mortgaged Premises without the prior written consent of the Mortgagee, except as hereinafter otherwise provided.

- B. The Mortgagor may, in its discretion and without the prior written consent of the Mortgagee, from time to time, make or cause to be made reasonable changes, alterations or additions, structural or otherwise, in or to the Mortgaged Premises, which do not adversely affect the Mortgaged Premises.
- C. The Mortgagor may, in its discretion and without the prior written consent of the Mortgagee, any time and from time to time, remove and dispose of any Personalty, now or hereafter constituting part of the Mortgaged Premises which becomes inefficient, obsolete, worn out, unfit for use or no longer useful in the operation of the Mortgaged Premises or the huminess conducted thereon, if any, provided the Mortgagor promptly replaces such Personalty, with title to such replacements subject only to the Permitted Encumbrances.

#### 6.1 Insurance.

- A. The Mortgagor shall maintain the following insurance coverage with respect to the Mortgaged Premises:
  - Insurance against loss of or damage to the Mortgaged Premises by fice and such other risks, (i)including but not limited to, risks insured against under extended coverage policies with difference in conditions appropriate endorsements all risk and and endorsements covering optional perils and vandelism, in each case in amounts at all times sufficient to prevent the Mortgagor from becoming a co-insurer under the terms of applicable policies and, in any event, in amounts not less than the greater οf (a) the principal balance remaining outstanding from time to time on the Note, and (b) ninety percent (90%) of the Full Insurable Value (as hereinabove defined) of the Mortgaged Premises, as determined from time to time;
  - (ii) Comprehensive general liability insurance against any and all claims (including all costs and expenses of defending the same) for bodily injury or death and for property damage occurring upon, in or about the Mortgaged Premises and the adjoining streets or

not parmit the commission of waste in or about the Mortgaced Premises and shall not remove, demolish, after, charge or add to the structural character of any improvement at any time exected on the Mortgaged Promises withour the properties withour as heretalter otherwise provided.

- B. The Mortgagor may, in its discretion and without the opior, written consent of the Mortgages, from time to time; make or cause to be made responsele changes, alterations or additions, structural or otherwise, it or to the Mortgaged Premises, which do not adversely affect the Mortgaged Premises.
- C. The Mortgagor may, is its direction and without the prior written coasont of the Nortgago, and Cine and trom time to the prior of any fersionary, and other hereafter constituting part of the Maring C. Theology which becomes inefficient, absolute, was out that for any or no longer useful in the operation of the Arregiand or the business confincted there we are not the service the Wortgagor promptly replaces and for all and rich title the Wortgagor promptly replaces and for all the first title the Fernithms that where the operation of the formations the standards and replaced that the first replaced the Colly to the Fernithms.

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passageways in amounts not less than the respective amounts which the Mortgagee shall from time to time reasonably require, having regard to the circumstances and usual practice at the time of prudent owners of comparable properties in the area in which the Mortgaged Premises are located and in any event in an amount not less than FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS;

- business interruption insurance in (iii) Rental or amounts sufficient to pay, for a period of six (6) months, all amounts required to be paid by Mortgagor pursuant to the Note and other Loan Documents;
- Explosion insurance in respect of boilers, hasting apparatus or other pressure vessels, if any, located on the Mortgaged Premises in such amounts as shall from time to time be reasonably satisfactory to the Mortgagee;
- Flood insurance in form and amount reasonably (v) satisfactory to Mortgagee, in the event that the Mortgaged Premises or any portion thereof are located in a flood hazard zone as depicted on a recent HUD Flood Hazard Boundary Map; and
- Such other insurance as is customarily purchased (vi) in the area for similar types of business, in such amounts and against such insurable risks as from time to time may reasonably be required by the Mortgagee.
- Any insurance purchased by Mortgagor relating to the Mortgaged Premises, whether or not required under this Mortgage, shall be for the benefit of the Mortgagee and the Mortgagor, as their interests may appear, and shall be subject to the provisions of this Mortgage.
- If the Mortgagor fails to keep the Mortgaged Premises insured in accordance with the requirements of the Loan Documents, the Mortgagee shall have the right, at its option, to provide for such insurance and pay the premiums thereof, and any amounts paid thereon by the Mortgagee shall bear interest at the Default Rate from the date of payment.
- All policies of insurance required by the Loan Documents shall be in forms and with companies reasonably satisfactory to the Mortgagee, with standard mortgage clauses attached to or incorporated in all policies in favor the Mortgagee, including a provision requiring that coverage evidenced thereby shall not be terminated

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- (iii) Rental or besiness interruption insurance in amounts amounts sufficient to pay, for a period of and amounts, all amounts required to be paid by Mortgagor corseant to the None and other toan focuments;
- (iv) Emplosion insurance in respect of boilers, it beating apparatus or other eressure orenels, it about located on the Mortgaged Principal in such the amounts as shall from time to the no reasonably satisfactory to the Mortgages;
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- (vi) Such other insurance as is customerily surgicered in the area for similar types of becimesa, in the such amounts and against such insurable riskums time to time may reasonably be exquired by the Mortiages.
- End Mortgaged Premises, whothered by Morogaudr relating to the Endertgaged Premises, whother or nor recurred under this Mortgage, shall be for the benefit of the Mortgagor, and shall be Mortgagor, as their interests may appear, and shall be subject to the provisions of this Morcgago.
- Profits the Mortgagor fails to been the Mortgages Fronts of the Fronts of the Loan Cocuments, the Mortgages with the requirements of the Loan Cocuments, the Mortgages shall have the right, at its options of the coof, the provide for such insurance and pay the premions the coof, and any amounts hald thereon by the Morte erre whall bear interest of payment.
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materially modified without thirty (30) days' prior written notice to the Mortgagee. Such insurance may be provided for under a blanket policy or policies and may provide that any loss or damage to the Mortgaged Premises not exceeding FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS shall be adjusted by and paid to the Mortgagor and any such loss exceeding FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS shall be adjusted by the Mortgagor and the Mortgagee and paid to the Mortgagee and held by the Mortgagee in a non-interest bearing escrow account. All such insurance proceeds shall be applied in accordance with Paragraph 7.1 below, and any amounts not so applied shall be paid to the Mortgagor.

- The Mortgagor shall deliver to the Mortgages the originals of all insurance policies or certificates of coverage under blanket policies, including renewal or replacement policies, and in the case of insurance about to expire shall deliver renewal or replacement policies as to the issuance thereof or certificates in the case of blanket policies not less than thirty (30) days prior to their respective dates of expiration.
- F. In all insurance policies of the character required of this Paragraph 6.1, Mortgagee shall be named as Mortgagee in the standard mortgage clause or as an additional loss payee where appropriate and such insurance shall be for the benefit of the Mortgager and the Mortgagee, as their interests may appear.
- G. Notwithstanding any damage, loss or casualty and in any event, the Mortgagor shall continue to pay the principal and interest on the Note.

#### 7.1 Damage or Destruction.

In case of any damage to or destruction of the Mortgaged Premises or any part thereof from any cause whatsoever, other than a Taking (as defined in paragraph 11), the Mortgagor shall promptly give written notice thereof to the Mortgagee, unless such damage or destruction involved less than FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS. In any event, but subject to the provisions of Paragraph 7.1 A hereof, Mortgagor shall restore, repair, replace, or rebuild the same or cause the same to be restored, repaired, replaced or rebuilt to substantially the same value, condition and character as existed immediately prior to such damage or destruction or with such changes, alterations and additions as may be made at the Mortgagor's election pursuant to Paragraph 5.1. Such restoration, rebuilding (herein collectively replacement or repair, "Restoration") shall be commenced promptly and called completed with diligence by the Mortgagor, subject only to delays beyond the control of the Mortgagor.

makerkally modified without thirty (30) days' print written notice the Mortgages. Such maternay and the provided the andersal blankat policy or policies and the erevide that any allowing the following the following from the entry of the entry of the entry the filter the entry and refer to the following the entry of the entry and refer to the following and any entry be any entry the FIVE FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS shall not entry and part to the Mortgager and part to the beating estern and held by the beating preceded the beating preceded the beating appreced to the beating preceded the beating applied the account. All such inserting preceded and account to the beating preceded and any any the beating explied the account.

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- Subject to Paragraph 7.1 E hereof, all net insurance proceeds received by the Mortgagee pursuant to Paragraph 6.1 shall be made available to the Mortgagor for the Restoration required hereby in the event of damage or destruction on account of which such insurance proceeds are paid. If at any time the net insurance proceeds which are payable to the Mortgagor in accordance with the terms of this Mortgage shall be insufficient to pay the entire cost of the Restoration, the Mortgagor shall pay the deficiency. In such an event, Mortgagor shall make all payments from its own funds to the contractor making such Restoration until of said deficiency has amount been therefiver, Mortgagee shall make subsequent payments from the insurance proceeds to Mortgagor or to the contractor, whichever is appropriate. All payments hereunder shall be only upon a certificate or certificates supervising architect appointed by the Mortgagor and reasonably satisfactory to the Mortgagee that payments, to the extent approved by such supervising architect, are due to such contractor for the Restoration, that the Mortgaged Premises are free of all liens of record for work labor or materials, and that the work conforms to the requirements therefor.
- Upon completion of the Restoration, the excess net insurance proceeds, if any, shall be paid to the Mortgagor.
- D. Mortgagor, in case of damage or destruction to all or substantially all of the Mortgaged Premises, shall, at the option of Mortgagee, prepay the remaining balance of the Note together with accrued interest thereon with the same prepayment premium, if any, as provided in the Loan In such an event, any Insurance proceeds Documents. received and held by Mortgagee pursuant to Paragraph 6.1 herein, shall be applied by Mortgagee to the portion of the remaining balance due hereunder. To exercise this option Mortgagee shall give written notice to Mortgagor of its intent to do so within thirty (30) days of any such damage or destruction.
- If an Event of Default shall occur, all insurance proceeds received by the Mortgagee may be retained by the Mortgagee and applied, at its option, in payment of the mortgage indebtedness and any excess repaid to or for the account of Mortgagor.
- 8.1 Indemnification. Mortgagor agrees to indemnify and hold the Mortgagee harmless from any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments, awards, decrees, costs and expenses (including reasonable attorney's fees), arising directly or

- Madject to Paragrops 7.1 % hereof, all ner interview proceeds negatived by the Northage correction Paragraph 6.1 shall be made available to the Martgagar for the Registration required hereby in the about of demage destruction on account of which such insurance proceeds were part of any time the not insurance proceeds which are part of the too the best of any the best of any payager in accordance with the best of Structure occurs the insufficient to buy the occurs ever chicker Restoration, the Mortgagor shall pay the deficiency. In Saudy an Saventy Mortgagor and L make all payments from its own funds to the contractor anting such Gasterstion actit the amount of said deficiency has been articled; the emount of said deficiency has been articled; Line line decide proceeds to Mortgagor or to the casts of the whichever is appropriate. All payments heresoles that he made on cortiliate of a made only upon a certificate has superaise 230 despointes: · (1.1 aupervising carchitect reasonably satistactory to the Mortgages they payments, to kne gather approved, are the to sach contractor for the Regionstion, the the Morngarei Promites are the Morngarei work, coufoing to the legal ១៨៤ meserrals, and that requirements therefor.
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indirectly, in whole or in part, out of the acts omissions whether negligent, willful or otherwise, Mortgagor, or any of its officers, directors, age subagents, or employees, in connection with this Mortgage or the other Loan Documents or as a result of: A. ownership of the Mortgaged Premises or any interest therein or receipt of any rent or other sum therefrom; B. any accident, injury to death of persons or loss of or damage to property occurring in, on or about the Mortgaged Premises or any part thereof or on the adjoining sidewalks, curbs, vaults and vault space, if any, adjacent parking areas, streets or ways; C. any use, non-use or condition of the Mortgaged Premises or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, the adjacent parking areas, streets or ways; D. any failure on the part of the Mortgagor to perform or comply with any of the terms of this Mortgage; or E. the performance of any labor or services or the furnishing of any materials or other property with respect to the Mortgaged Premises or any part thereof. amounts payable to the Mortgagee under this Paragraph which are not paid within ten (10) days after written demand therefor by the Mortgagee shall bear interest at the Default The obligations of the Mortgagor under this paragraph survive any termination or satisfaction of this shall Mortgage.

- 9.1 Prohibited Transfer: Due on Sale. Mortgagor shall not create, effect, centract for, agree to, consent to, suffer, or permit any conveyance, sale, lease other than in the normal course of business, assignment, transfer, lien, pledge, mortgage, grant of security interest, or other encumbrance or alienation of any interest in the following properties, rights or interests without the prior written consent of Mortgagee ("Prohibited Transfer"):
  - A. the Mortgaged Premises or any part thereof or interest therein, excepting only sales or other dispositions of Personalty pursuant to paragraph 5.1 herein;
  - B. all or any portion of the beneficial interest or power of direction in or to the trust under which Mortgagor is acting, if Mortgagor is a Trustee;
  - C. any shares of capital stock of a corporate Mortgagor, a corporation which is a beneficiary of a trustee Mortgagor, a corporation which is a general partner in a partnership Mortgagor, a corporation which is a general partner in a partnership beneficiary of a trustee Mortgagor, or a corporation which is the owner of substantially all of the capital stock of any corporation described in this subparagraph (other

indirectly, in whole or it parts, but at the acte and comissions whether negligent, willful or otherwise, of Mortgagor, of any of its officient, discouple, agents, subagents, or lemployees, in confection with this Mertgage or the cther hear becaments or as a result of: A. ewarrship of the Mortgaged Fremises or any interact thoron or recais of any veer ochor aum therefrom; 3. ang norident, injury co Frideath of porsens or does of december to properly thereoff process the adjoining sidewalks, carbs, vanity sant wailt space, if any, adjacent parking areas, streece er whish Callany gase, non-use or condition of the Mottenberg Pregises or , any part thereof or the adjoining widewalks, durnis vantes and vault space, if any, the organess of the areas, streets or ways; O. any failure on the part of the Mortgagor , to perform or comply with any of the term of this Mortigage; or E. the performance of any labor of the view a the furnishing of any materials or other subjects with respect to the correct. With respect to the mortgaged Premises or any part thereof. amounts payable to the Mortgages under this torestaps which are abot paid within ten (18) days after written besser tharefor by the Mortgages shall bear icter at the leftents Rater The obligations of the Mortgager where this paragram shall survive any termination or satisfaction of this Morradage

- eg.1. Prohibited Transfer, Due on Sale. Mortgador shall not create, effect, contract for agree to, consent to, subfer, or permit any convence, sale, least other than in the normal course of basiness, assignment, transfer, light, pleage, mortgage, mand of security interest, or other last endulprance of alienation of any interest in the following properties, rights or interests without the prior written consent of Mortgages ("Prohibited Transfer"):
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- all or any portion of the beneficial interact or power of direction in or to the crast maker which margagon is acting, if Mortgagor is a Tractor;
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than the shares of capital stock of a corporate trustee or a corporation whose stock is publicly traded on national securities exchange or on the National Association of Securities Dealer's Automated Quotation System);

D. any general or limited partner's interest, if Mortgagor is a general or limited partnership;

in each case whether any such Prohibited Transfer is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph 9.1 shall not apply (i) to this Mortgage, and (ii) to the lien of current taxes and assessments not in default.

The foregoing provisions of this Paragraph 9.1 notwithstanding, Mortgagee shall permit a secondary and junior purchase money mortgage secured by the Mortgaged Premises in connection with Mortgager's and/or Mortgager's beneficiary's porchase of the Mortgaged Premises, provided that such purchase money mortgage: (i) does not exceed a principal sum of SEVENTY THOUSAND AND NO/100 (\$70,000.00) DOLLARS; (ii) provides for a seven (7) year term with a final balloon payment and monthly payments based upon a thirty (30) year amortization of said principal sum at the rate of nine (9.0%) percent per annum; and (iii) contains language satisfactory to the Mortgagee, which subordinates said purchase money mortgage to the lien of this Mortgage, including any future advances under the Note secured by this Mortgage.

#### 10.1 Priority of Lien; After-Acquired Property.

- A. Subject to the Permitted Concests granted under Paragraph 23.1, the Mortgagor will keep and maintain the Mortgaged Premises free from all liens for moneys due and payable to persons supplying labor for and providing materials used in the construction, modification, repair or replacement of the Mortgage Premises.
- B. In no event shall Mortgagor do or permit to be done, or omit to do or permit the omission of any act or thing the doing or omission of which would impair the lien of this Mortgage. The Mortgagor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction or agreement materially changing the uses which may be made of the Mortgaged Premises or any part thereof without the express written consent of the Mortgagee.
- C. All property of every kind acquired by the Mortgagor after the date hereof which, by the terms hereof,

than the shares of capital chock of a corporate trustee or a corporation whose the K () packed traded on mational societies exchange or on the National Association of George's (Sector). Association of George's (Sector).

h. S. any general, or limited partner's intricate, of Mortgagor is a general or limited partnership.

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- B. In no event shall Mortgager to or parmit to account or contents to account or contents or contents or contents deling or contents which would capair the liter of khis Mortgage. The dorager shall not colorate the liter or consent to any charge as accordant to test interest or contents. Contents or colorate as accordant, content or any charge or colorate capacity or account or agreement makerially charge or contents which are shall not the Mortgaged Premises or any part the Mortgaged Premises or any part the wither account of the santyce.
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is required or intended to be subjected to the lien of this Mortgage shall, immediately upon the acquisition thereof by Mortgagor, and without any further mortgage, conveyance, assignment or transfer, become subject to the lien and security of this Mortgage. Nevertheless, Mortgagor will do such further acts and execute, acknowledge and deliver such further conveyances, mortgages, loan documents, financing statements and assurances as Mortgagee shall reasonably require for accomplishing the purpose of this Mortgage.

#### 11.1 Condemnation.

- A. The term "Taking" as used herein shall mean a taking of all or part of the Mortgaged Premises under the power of condemnation or eminent domain. Promptly upon the receipt by Mortgagor of notice of the institution of any proceeding for the Taking of the Mortgaged Premises or any part thereo; Mortgagor shall give written notice thereof to Mortgagee and Mortgagee may, at its option, appear in any such proceeding. Mortgagor will promptly give to Mortgagee copies of all notices, pleadings, awards, determinations and other papers received by Mortgagor in any such proceeding. Mortgagor shall not adjust or compromise any claim for award or other proceeds of a Taking without having first given at least thirty (30) days prior written notice to Mortgagee of the proposed basis of adjustment or compromise and without first having received the written consent thereto of Mortgagee. Any award or other proceeds of a Taking, after allowance for expenses incurred in connection therewith, are herein referred to as "Condemnation Proceeds".
- B. In the event of a Taking of all or substantially all of the Mortgaged Premises, or a Taking of less than all or substantially all of the Mortgaged Premises and the Mortgaged Premises are not susceptible to restoration, the Condemnation Proceeds shall be paid to Mortgagee and applied, at its option, to payment of the mortgage indebtedness.
- C. Subject to subparagraph D below, in the event of Taking of less than all or substantially all of the Mortgaged Premises which leaves the Mortgaged Premises susceptible and suitable to restoration, the Condemnation សួន (1)Ιf shall be applied [ollows: Proceeds Condemnation Proceeds shall amount to FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS or less, such amount shall be paid to Mortgagor for application by Mortgagor to the repair or restoration to the extent practicable for any damage to the Mortgaged Premises resulting from the Taking, and (ii) if the Condemnation Proceeds shall amount to more than FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS such amount shall be paid to Mortgagee and held by Mortgagee in a non-interest bearing escrow account, and shall be applied to reimburse

is required or intended to be subjected to the lien of this Mortgaga shall, immediately upon the adquisition the reservation Mortgagar, thank without any further mortgage, conveyance, assignment or transfer, herem unbject to the lien not secutly of this Mortgage. Nevertheless, Martgager will in such farther acts and execute, acknowledge and eliver such fortgage and execute, acknowledge and eliver such fortgage and execute, such fortgages, than documents, financing statements and assurances as Mortgages shall responsive require for accuments but such statements that man the purpose of this Mortgage.

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the Mortgagor for such repair or restoration in conformity with and subject to the conditions specified in Paragraph 7.1 hereof relating to damage or destruction. In either of the foregoing events Mortgagor, whether or not the Condemnation Proceeds which are applicable thereto shall be sufficient for the purpose, shall promptly repair or restore the Mortgaged Premises as nearly as practicable to substantially the same value, condition and character as existed immediately prior to the Taking, with such changes and alterations as may be made at Mortgagor's election in conformity with Paragraph 5.1 hereof and as may be required by such Taking.

- Condemnation Proceeds to which Mortgagee is entitled pursuant to the Loan Documents, shall be retained by Mortgagee and, at its option, applied in payment of the Principal Balance.
- 12.1 Right to Inspect. Mortgagee, its agents and representatives, may at all reasonable times make such inspections of the Mortgaged Premises as Mortgagee may deem necessary or desirable.

#### 13.1 Books and Records; Financial Statements.

- A. Mortgagor shall maintain or cause to be maintained books of account and records relating to the Mortgaged Premises and operation thereof, which books of account and records shall, at all reasonable times, be open to the inspection of Mortgagee and it accountants and other duly authorized representatives of Mortgagee. Mortgagor shall enter in such books of account and records on a timely and consistent basis full, true and correct entries in accordance with generally accepted accounting principles, consistently applied, of all dealings and transactions relative to the Mortgaged Premises.
- B. As soon as practicable after the end of each fiscal year of Mortgagor, and in any event no less than ninety (90) days after the end of each fiscal year, the Mortgagor shall submit and deliver to Mortgagee financial information on said Mortgagor. Financial information, as used herein, shall mean a balance sheet, statement of income and expenses, statement of changes in financial position, and tax returns, both consolidated and consolidating, plus a budget for the next year. In addition, the Mortgagor is required to submit quarterly operating statements for the Mortgaged Premises, including rent roll. For purposes of this paragraph only, Mortgagor shall also mean the beneficiary of Mortgagor and the general partners of Mortgagor's beneficiary.

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#### 13:I Books and Records; Finance: Statements.

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- 14.1 Events of Default. If the occurrence of any one or more of the Collowing events ("Events of Default") shall occur, to wit:
  - A. failure to make prompt payment, when due, of any payment of principal or interest under the Note, and such failure continues for ten (10) days after Mortgagee gives written notice thereof to Mortgagor;
  - B. subject to Paragraph 23.1 herein, if Mortgagor fails to make prompt payment, when due, of any Impositions, and such failure continues for ten (10) days after Mortgagee gives written notice thereof to Mortgagor;
  - C. failure to promptly perform or observe any other covenant, promise or agreement contained in the Lorn Documents, and such failure continues for thirty (30) days after Mortgagee gives written notice thereof to Mortgagor;
  - D. failure to make prompt payment, when due, of any payment of principal or interest under any other agreement or instrument now or hereafter delivered to Mortgages by Mortgagor;
  - E. the occurrence of a Prohibited Transfer;
  - F. if Mortgagor shall make a further assignment of the rents, issues or profits of the Mortgaged Premises, or any part thereof, without the prior written consent of Mortgagee;
  - G. failure to promptly perform or observe any other covenant, promise or agreement contained in this Mortgage, and such failure continues for thirty (30) days after Mortgagee gives written notice thereof to Mortgagor.

Then, at any time thereafter, at the sole option of the Mortgagee, without notice to Mortgagor, the principal balance and accrued interest in the Note shall become immediately due and payable, and any other sums secured hereby shall become immediately due and payable. All sums coming due and payable hereunder shall bear interest after acceleration at the Default Rate. After any such Event of Default, Mortgagee may institute, or cause to be instituted, proceedings for the realization of its rights under this Mortgage or the other Loan Documents.

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- E. .. Life Mortegagot shart make a fluither assignment of the the refits, its assignment of the Mortganed profits of the Mortganed primer; Premises, or any part thereof, without the peter the first transfer of the therefore;
- G. Failure to promptly perform on accerve any eleccompanded promise of agreement contribution to the fir Morbadge, and such failure contribued for thirty all (21) days after Morbadee gives written notice for thereof to Mortagaor.

There are any time thereafter, at the sale ordion or the Mortgages, without actice to Markages, the principal Dalutes and accreed interest in the Motor soull become immediately due and payable, and any other west reduced bareby shall become investigately due and payable. All controlled and payable hereunder thall not interest after acceleration at the Default Rate. After any such Edwar of Default, Mertgages may institute, or cause to be instructed, proceedings for the realization of its rights nader this Mortgage of the Jealization of its rights nader this Mortgage of the Other Loan Documents.

- 15.1 Rights, Powers and Remedies of Mortgagee.
- A. If an Event of Default shall occur, Mortgagee may, at its election and to the extent permitted by law:
  - Advertise the Mortgaged Premises or (i) part thereof for sale and thereafter sell, assign, transfer and deliver the whole, or from time to time any part, of the Mortgaged Premises, or any interest in any part thereof, at any private sale or at public auction, with or without demand upon Mortgagor, for cash, on credit or in exchange for other property, for immediate or future delivery, and for such price and on such other terms as Mortgagee may, in its discretion, deem appropriate or as may be required by law. The exercise of this power of sale by Mortgagee shall be in accordance with the provisions of any statute or any applicable law now hereafter in effect which authorizes the enforcement of a mortgage by power of sale;
  - (ii) Make application for the appointment of a receiver for the Mortgaged Premises whether such receivership be incident to a proposed sale of the Mortgaged Premises or otherwise, and Mortgager hereby consents to the appointment of such receiver and agrees not to oppose any such appointment. Further, Mortgager agrees that Mortgagee shall be appointed the receiver without bond or surety of the Mortgaged Premises at Mortgagee's option.
- B. Mortgages may, without order of Court or notice to or demand upon Mortgagor, take possession of the Mortgaged Premises. Should Court proceedings by instituted, Mortgagor hereby consents to the entry of an order by agreement to effect and carry out the provisions of this subparagraph. While in possession of the Mortgaged Premises, Mortgages shall have the following powers:
  - (i) To collect the rents and manage, lease, alter and repair the Mortgaged Premises, cancel or modify existing leases, obtain insurance and in general have all powers and rights customarily incident to absolute ownership; and
  - (ii) To pay out of the rents so collected the management and repair charges, taxes, insurance, commissions, fees and all other expenses and, after creating reasonable

### ig 15.1 Hights, Powers and Memedies of Mortgagew.

- was Action Reads of Oafsalt shall occur, Actooper was was permitted by law:
  - Advertise the Mortgaged Premises or any part thereof for sale and the reafter soll, assign, transfer and deliver the whole, or from time to time any part, of the part part thereof, at any interior in any part thereof, at any interior in any public auction, with or without keeped upon your sale or are delivery, sed for immediate for such other property, for immediate an such other property, for immediate an such other terms as Mortgager may in the required by law, The everying of this power of sale by law, The everying of this power of sale by law, The everying of this accordance with the provisions of any accordance with the provisions of accordance with the provisions of accordance or any applicable has now as statute or any applicable has now as statute or any applicable has now as accordance or any applicable has now as statute or any applicable has now as accordance or any applicable has now as a statute or any applicable or any applicable or any applicable or any all of the or and or any applicable or any all of the or any applicable or any all of the or any applicable or any applicable or any all of the or any applicable or any all of the or any all of t
  - (11) Make application for the specialment of a receiver for the Mark receiver for the Mark reged formises whether said such receiver at the Schreiber receiver at otherwise, and Mary paper hereby control for the appointment of such receiver and agreed the poster posterior and appearance the poster posterior and such appearance poster posterior appointment.

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- The constant or notice of the contract of the constant of the constant of the constant of the constant of the Morngaged Primings. Should then consention to be instituted, Morngaged Primings. Should the the consent of the constant contract of the constant to entry the constant of this capper are not the constant of this capper are appropriately. While in personation is the more appropriately. While in personation is the Mortgages shall have the following powers:
  - (1) CTO collect the sents and manage, leave, alter and repeat the morequest fremisent, cancel or modify courselng leave, obtain the insurance and in more that have all powers to and vigota currently facility to the charlet.
  - (11) Pro pay out of the renth to collected the tenth of the tenth of the charges, toner, insurance, commissions, feel and all other extentions and, after extenting technishs

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reserves, apply the balance (if any) on account of the indebtedness secured hereby.

- C. Mortgagee may remain in possession of the Mortgaged Premises, in the event of a foreclosure, until the foreclosure sale and thereafter during the entire period of redemption (if any), if a deficiency exists. Mortgagee shall incur no liability for, and Mortgagor shall not assert any claim, set-off or recoupment as a result of any action taken while Mortgagee is in possession of the Mortgaged Premises, except only for Mortgagee's own gross negligence or willful misconduct. In the event no foreclosure proceedings are commenced, Mortgagee may remain in possession as long as there exists an Event of Default.
- In order to facilitate Mortgagee's exercise of the rights, powers and remedies granted herein, Mortgagor hereby irresocably appoints Mortgagee its true and lawful attorney to ach in its name and stead for the purpose of effectuating any sale, assignment, transfer or delivery authorized above, whether pursuant to power of sale or otherwise, and to execute and deliver all such deeds, bills sale, leases, assignments and other instruments gagee may doem necessary and appropri necessary appropriate. Mortgagee Notwithstanding the foregoing, if requested by Mortgagee or any purchaser from Mortgagee, Mortgagor shall ratify and confirm any such sale, assignment, transfer or delivery by executing and delivering to Mortgagee or such purchaser all appropriate deeds, bills of sale, leases, assignments and other instruments as may be designated in such request. Further, Mortgagor agrees that Mortgagee may be a purchaser the Mortgaged Premises or any part thereof or any interest therein at any sale, whether pursuant to power of sale or otherwise, and may apply upon the purchase price the indebtedness secured hereby.
- E. The proceeds of any sale of the Mortgaged Premises or part thereof or any interest therein, whether pursuant to power of sale or otherwise hereunier, and all amounts received by Mortgagee by reason of any holding, operation or management of the Mortgaged Premises or any part thereof, together with any other moneys at the time held by Mortgagee, shall be applied in the following order to the extent that funds are so available:
  - (i) First, to the payment of the costs and expenses of taking possession of the Mortgaged Premises and of holding, using, leasing, repairing, improving and selling the same, including, without limitation, (a) trustees' and receivers' fees, (b) court costs, (c) attorneys' and accountants' fees, (d) costs of

raserves, apply the balance (if and) or account of the indebtedness correct hereby,

- Description of the more of the procession of the Moregaged Premises, in the event of a formiosure, ortal confocute water and thereafter notice the entire position of the entire position of the entire position of the entire position of the entire position shall include a confocute about include about the confocute above claim, set-off or recomponent as a result of any ortion taken while Mortgages is in possession of the correction of the correction of the correction of the disconduct.

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- D. da order to facilisate wortgases's ouncese of the rights, powers and remadies granted bereit, serviced bereit, serviced bereby Irrevocably appoints wortgases its true to law utathoring, to act in its name and stead for the purpose of effectuating any sale, assignment, transist or delivery authorized above, whether purpose to rewer of said or otherwise, and to execute and deliver all and deeds, bills of saie, leases, assignments and other instructors as Mortgages may deem necessary and expressive or may geen necessary and expressive or any purphaser from Mortgages, Surgager and estions of any purphaser from Mortgages, Surgager and delivering to the transfer or delivery by executing and delivering to the decise of all senses, and continues appropriate deces, bills of all leases, and produced or any of the Mortgager agreed that Mortgager agreed or any said therein at any said whether purphase to power of the said or otherwise, and may apply upon the purphase of power of said or otherwise, and may apply upon the parshale price the said or otherwise, and may apply upon the parshale price the said or otherwise, and may apply upon the parshale price the said or otherwise, and may apply upon the parshale price the said or otherwise.
- Fremises for part thereof or any sale of the Markhened Premises for part thereof or any interest thereof, what error transfer, and all pursuants control of sale or otherwise because, and all amounts control of the Mortgages of any holds of operation or management of the Mortgaged cromings or control threaf, together with any other mener at the circ hold by Mortgage, shall be applied in the following crossing the extent that funds are so avoidable:
  - (i) First, to the payment of the costs and carpenses of taking possession of the Montgaged Stunises and of helates, usica, leasing, repairing, improving and neiting the same, including, without limitaries, (a) trustges' and receivers' fees, (b) attenders' and carrourt costs of ees, (d) costs of

advertisement, and (e) the payment of any and all Impositions, liens, security interests or other rights, titles or interests equal or superior to the lien and security interest of this Mortgage (except those subject to which the Mortgaged Premises has been sold and without in any way implying Mortgagee's prior consent to the creation thereof);

- (ii) Second, to the payment of all amounts, other than the Principal Balance and accrued but unpaid interest, which may be due to Mortgagee under the Loan Documents, together with interest thereon as provided therein;
- (iii) Third, to the payment of all accrued but unpaid interest due on the Note;
- (iv) Fourth, to the payment of the Principal Balance of the Note;
- (v) Fifth, to the extent funds are available therefor out of the sale proceeds or the rents and, to the extent known by Mortgagee, to the payment of any indebtedness or obligations secured by a subordinate mortgage on or security interest in the Mortgaged Premises; and
  - (vi) Sixth, to the Mortgagor.
- If, by the laws of the Change in Tax Laws. 16.1 United States of America, or of any state or municipality having jurisdiction over Mortgagee, Mortgagor or the Mortgaged Premises, any tax is imposed or becomes due in respect of the issuance of the Note or the recording of this Mortgage, Mortgagor shall pay such tax in the required by such law. In the event that any law, statute, rule, regulation, order or court decree has the effect of deducting from the value of the Mortgaged Premises for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes required to be paid by the Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of Mortgagee in the Mortgaged Premises, or the manner of collection of taxes, so as to affect this Mortgage, the indebtedness hereby secured or Mortgagee, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes, or reimburse Mortgagee therefor on demand and any amounts paid thereon by Mortgagee shall bear interest at the Default Rate, unless

Advartisament, and (v) the parace of the and and all impositions, little, active or interests of other rights, exited or interests equal or superior to the little and security interest of this markings (correct those and those and thought of the lands of this markings (correct those and each section of the and other consent to may implying Mortages's prior consent to the creation thereoff;

- (ii) Second, to the payment of all enounce, other other than the Principal Bulance and action accorded to the second to the second to the second to may be selected to make the second to make the second to the second to the second as provided the second the second the second the second to the second to the second the second
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Mortgagee determines, in Mortgagee's sole and exclusive judgment, that such payment or reimbursement by Mortgagor is unlawful; in which event the indebtedness hereby secured shall be due and payable within thirty (30) days after written demand by Mortgagee to Mortgagor. Nothing in this paragraph shall require Mortgagor to pay any income, franchise or excise tax imposed upon Mortgagee, excepting only such which may be levied against the income of Mortgagee as a complete or partial substitute for taxes required to be paid by Mortgagor pursuant hereto.

- 17.1 Waivers. To the extent permitted under applicable law,
- A. Mortgagor hereby waives all rights of redemption and/or aguity of redemption which exist by statute or common law for dale under any order or decree of foreclosure of this Mortgage on its own behalf and on behalf of each and every person, peneficiary or any other entity, except decree or judgment creditors of Mortgagor who may acquire any interest in or title to the Mortgaged Premises or the trust estate subsequent to the date hereof.
- B. Mortgagor hereby waives the benefit of all appraisement, valuation, stay, or extension laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Mortgaged Premises or any part thereof or any interest therein.
- C. Mortgagor hereby wasves the benefit of any rights or benefits provided by the Homestead Exemption laws, if any, now or hereafter in force.
- 18.1 Remedies are Cumulative. Each right, power and remedy of Mortgages now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power and remedy provided for in the Loan Documents, and the exercise of any right, power or remedy shall not preclude the simultaneous or later exercise of any other right, power or remedy.
- 19.1 Compromise of Actions. Any action, suit or proceeding brought by Mortgagee pursuant to the Loan Documents, or otherwise, and any claim made by Mortgagee under the Loan Documents, or otherwise, may be compromised, withdrawn or otherwise settled by Mortgagee without any notice to or approval of Mortgagor, except as otherwise provided in this Mortgage.
- 20.1 No Waiver. No delay or failure by Mortgagee to insist upon the strict performance of any term hereof or of the Note or of any of the other Loan Documents or to exercise any right, power or remedy provided for herein or

Mortgage determines, in Mortuage's sole and exclusive judgmont, that such payment of relimburgement by Nortgager .s unlawfull in which event the introduction inscribe secured shall me due and payable within three (30) was a little written demand by Mortgages to Surtuager. Solbers is this paragraph shall require Mortgager to per any income, franchise of excise tax imposed upon Mortgage, excepting only such which may be levied against the inquer of Mortgages as a complete or partial substitute for tree required to be paid by Mortgager unremant border.

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- And/or sequity of redemption which exist by statute of redemption and/or sequity of redemption which exist by statute or decrees the total saure and this smortly and the control of the control of the saure and this smortly and the control of the
- B. Mortgagor hereby waived to be edit of all appraisement, 'valuation, stay, or the constant love has or the character in force and all right of merebelline in the sevention and sale hereunder of the Mortgaged Premises of the part that thereof or any interest cortin.
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- 24.1 Compromise of Actions. Any relient, and approximate brought by Moremander pursuant to the arm Documents, or otherwise, and my claim each by Morequere and ey claim each by Morequere andered the Loan Documents, or otherwise, and my claim each be removed with the last white all the Marta aller with the approxal of Moreagan, each of a otherwise as atomistic purded in this Moregane.
- 20.4 No Waiver. No deformed filter of filter of four order to the control of the filter of the filter of the second filter that have not recondensely to the filter that the formal for the control of the filter that the filter than the filter of the filter of the filter of filter of the filter of

therein as a consequence of an Event of Default hereunder or thereunder, and no acceptance of any payment of the principal, interest or premium if any, on the Note during the continuance of any such Event of Default, shall constitute a waiver of any such term, such Event of Default or such right, power or remedy. The exercise by Mortgagee of any right, power or remedy conferred upon it by this or any other Loan Document or by law or equity shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver of any Event of Default hereunder shall affect or alter this Mortgage, which shall continue in full force and effect with respect to any other then existing or subsequent Events of Default.

- 21.1 Further Assurances. The Mortgagor, at its expense, will execute, acknowledge and deliver such instruments and take such actions as Mortgagee from time to time may reasonably request to carry out the intent and purpose of this Mortgage and the other Loan Documents.
- Defeasar.ce. Ι£ Mortgagor shall principal, interest and premium, if any, due under the Note and other Loan Documents in accordance with the terms thereof, then this Mortgage and the estate and rights hereby created shall cease, terminate and become void, thereupon Mortgagee, upon the written request and at the Mortgagor, upon payment to Mortgagee of a release fee of \$150.00 plus Mortgagee's expense of reasonable reasonable attorneys fees, if any, shall execute and deliver Mortgagor such instruments as shall be required to evidence of record the satisfaction of this Mortgage and the lien hereof, and any sums at the time hold by Mortgagee for the account of Mortgagor pursuant thereto shall be paid to the Mortgagor or as Mortgagor may direct.

#### 23.1 <u>Permitted Contests.</u>

- A. Mortgagor may contest, at its own expense, by appropriate legal actions or proceedings conducted in good faith and with all due diligence, the amount, validity or enforceability in whole or in part of any Imposition or lien thereof or the validity of any instrument of record affecting the Mortgaged Premises or any part thereof, provided that:
  - (i) Such legal actions or proceedings are commenced within 30 days after Mortgagor receives notice of the lien or charge; and
  - (ii) Mortgagor's legal counsel forwards to Mortgagee and Mortagee's legal counsel, on a quarterly basis, detailed status reports

therein as a consequence of an Svent of Default her sander or thereunder, and no acceptance of any, on the Bote derivantification, interest or premier if any, on the Bote derivantifier continuance of any such frent of Bernatt, and consecutive a walver of the Cent of Bernatt, and of Schrift of Schrift, power or remedy. The Century by Protection of the Society of Schrift in the Century shall not any other loan Document or by law or equity shall not precise any other right, power or recedy. No walver of any other right, power or recedy. No walver of any Swent of Default hereunder shall after or alter the any strenges, which shall continue in full firee and effect will sanged to any other then existing or surgeduent Events of Befault.

21.1 Further Assurances. The Mortgager, we its expense, will execute, acknowledge and delayer such instruments and take such actions as Mortgages face the telegone may reasonably request to carry out the intent actions for corry out the intent actions other took of this Mortgage and the other took occupents.

principal, interest and premium, if any, doe and the dote and cotton in accordance with the the dote and cotton the trace and cotton the bear chersuf, then this Mortgage and the cotton and rights hereby and the shall dease, terminate and became void, at the therebyens of Mortgagee, upon the written request at the expense of Mortgager, upon the written request at the reasonable release for 3150.00 plus Mortgagee's teasonable attorneys fees, it any, shall be required to be mytdance of record the sauth instruments as shall be required to avidance of record the sauth and sauth the time actd by stringe and the lish hereof, and any sums at the time actd by stringe and the the account of this Mortgager for the Account of the paid to the Account of Mortgager may direct and it be paid to the Account of Mortgager may direct.

#### 23.1 . Perm uted Contests.

A. Mortgagor may contest, at its own expanse, to appropriate Legal actions or proceedings conducted in near faith, and with all due diligence, the account, veliding or enfloyed and imposition or less thereof or the validity of any instrument of record that of the mortgaged Fremises or any part cheesel, provided that:

- 41) State & Sections of proceedings are commonwed within 30 days after Northanger Sections of the lien of chargos and the section of the sect
- (ii) Mortgagor's Logal counsel forwards to Mortgagoo and Mortgagor's legal counsel, on a forward above, and mortaled above and mores.

describing the nature of the action or proceeding; the progress of such action or proceeding to date; describing pleadings filed and any settlement negotiations; evaluating the likelihood of an unfavorable outcome and estimating the amount or range of possible loss; and

- (iii) No adverse judgment, decree or other final adjudication be entered or rendered against Mortgagor; and
- (iv) Mortgagor sets aside on its books adequate reserves; and
- Neither Mortgagor nor Mortgagee would be in any danger of any additional civil or criminal liability for failure to comply therewith.
- B. In the event that such legal actions or proceedings are not concluded or resolved within one (1) year after Mortgagor received notice of the lien or charge, then, at the sole option of Mortgagee, Mortgagee shall have those rights set forth in paragraphs 14.1 and 15.1 herein.
- 24.1 Amendment. This Mortgage cannot be amended, modified or terminated or 1.1y but may only be amended, modified or terminated pursuant to written agreement between Mortgagor and Mortgagee.

#### 25.1 Tax and Insurance Escrov.

A. In addition to the rights, powers and remedies granted Mortgagee under Paragraph 16.1, Mortgagor shall be required to (i) pay Mortgagee monthly, in addition to each monthly payment required under the Note, an amount equal to 1/12th of the annual amount reasonably estimated by Mortgagee to be sufficient to enable Mortgagee to pay all Impositions, (ii) pay Mortgagee monthly 1/12th of the annual insurance premiums necessary to maintain the insurance policies required pursuant to Paragraph 6.1 A hereto (iii) pay Mortgagee the amount of all Impositions accrued out not due as of the date that this Paragraph becomes operative, based upon one hundred ten (110%) percent of the previous year's tax bill and insurance premium with an additional two (2) months withheld to assure the Mortgagee that sufficient funds are available to pay the same when due, and (iv) pay Mortgagee such sums as may be necessary, from time to time, to make up any deficiency in the amount required to fully pay all annual Impositions and insurance premiums.

describing the sature of the addiscrept proceeding; the process of such and and to determ describing plantage filed and and any methodisc acquestration; the and the outcome and estimating the amount of an accordance outcome and estimating the amount of coace of possible loss; and

- (hy) Moregagor sets walds on its books magnitic
- (v) Neither Mortgagor nor Mortgages while he he considered of the civit or civit or
- proceedatings are por conclusion such lead arrions or proceedatings are conclusion or resolved within one (1) year after Mortgagor received notice of the line of the original of the part of the sole sole option of theretage, but danger that it can be not gaged all and 15.1 herein.
- 24.1 Amendment. This Marpage counct be appeared, modified or terminated orally but may only be abended, modified or terminated pursuant to written agreement betw. on Martgagor and Mortgagor.

#### 25.1 Tax and Insulated Eserow.

outnoise to the rights, powers and convenies granted Morkjagee wher Paragraph 16.1, Mortgager shall be required to 41% say Mortgagee meathly, in eddition to east workhiy payment required under the Moto, as amoser equal to L/Lith: of the wannual lamouse reasonably estimated by Mortgages to be sufficient to enable Mortgage to pay all Impositions, this pay Mortgage monthly 1/1th of the accord insurance premiums necessary to maintain the insurance policies required pursuant to Paragraph 6.1 A becare (111) pay Mortgagas the amount of all impositions accord but not due as of the date that this faragraph hecuses speratuve, bassd upon one hundred ten (110%) persent of the previous ventis tax bill and insurance premium with an arcitional two (2) months withheld to assure the Mortgages that sufficient Junds, are lavailable to pay the same when hee, and (iv) ter Marigages such sums as may be necessary, from bigs be term, せか)が海路袋、ap wary deficiency in the amount required to fello parkall amount lapositions and incurance premines.

- B. If Mortgagee, at any time during the term of this Loan waives the requirement for tax and insurance escrows, it is expressly understood that Mortgagee shall retain the right to require reinstatement of said requirement if:
  - (i) Mortgagor shall at any time (a) fail to pay any Imposition prior to the last day on which such Imposition may be paid without penalty or fail to furnish Mortgagee proof, if such proof shall have been requested by Mortgagee, of payment of premiums payable for the insurance required pursuant to Paragraph 6.1 A and (b) Mortgagee shall have given Mortgagor written notice of such default specifying in such notice that Mortgagee intends to require the foregoing monthly payments if such default is not cured, and (c) such default shall not be cured within ten (10) calendar days after receipt of such notice; or
  - (ii) Any one of the Events of Default provided for in Paragraph 14.1 hereof shall occur;
  - (iii) It is expressly understood that all amounts set forth in thin Paragraph 25.1 shall be held by Mortgages in an escrow account which does not bear interest.
- 26.1 Notices. Any notice, demand, requests or other communication desired to be given or required pursuant to the terms hereof shall be in writing and shall be delivered by personal service or same by registered or certified mail, return receipt requested postage prepaid, addressed as follows or to such other address as the parties hereto may designate in writing from time to time:

Mortgagor: American National Bank and Trust

Company of Chicago, Trust #100662-07

33 N. Lasalle Street
Chicago, Illinois 60690
ATTN: Land Trust Department

Copy to: Altheimer and Gray

333 West Wacker Drive, Suite 2600

Chicago, Illinois 60606 ATTN: Janet A. O'Brien

Mortgagee: Lyons Federal Trust and Savings Bank

911 Elm Stroot

Hinsdale, Illinois 60521 ATTN: General Counsel

- 18. Tf. Mortgagee, at any time during the term of this term of this Loan waives the requirement for tex and insurance escrews, it is expressly understood that Mortgages shall retain the right to require reinstatement of sait requirement if:
  - Mortgagor shall at any time (a) fail to pay any imposition prior to the last tay on which sach imposition may be used without penalty or fail to farmish Mortgages enoch, if such proof shall have near requester by Mortgages, of payment of premines payable for the insurance roquired paraunt to Paragraph 6.1 A and (a) Mortgagee that have given Mortgagor written notice of activities appeared to require the footening default specifying in such notice that monthly payments if such default in the footening cared, and (a) such default shall may not cared, within the old of order
    - Hill "Any one of one Events of Million proving
    - (iii) It is expressly constand that all regum or set forth in the caragraph 45.1 dealt be the test of the an author save unitable does not beat interest.
- charteness, notices. Any notice, assaud, requests of ather communication desired to be given or requests particulated to the the district or requests particulated to the therms hereof shall be in written out that the districted by, personal service or sent by real to sertified mail, return receipt requested, best up around addressed as follows or to such other addressed as follows or to such other addresses, a time part of by the by the to the time to their

Mortgågor: American National Bank amt Trus. Chicago, Troat Plungs, - Wost Flungs, - WY 33 N. Lasalle Sureet

> Chicago, Illinola 68690 ATTM: Land Trust Dogarhmous

Copy for Altheimer and dray

333 West Wasker Drive, Suite Robb Chice Robb Chicago, Lilinais 6000s Arrw: Arrw: Jamet A. O'Brich

Morcyages: Tyons Pederal Francisco Carago Binds: 411 Elm Street
Binsdale, Hillaris 60324
AFTN: General Counsel

Copy to:

Guerard & Drenk Ltd. 100 West Roosevelt Road, A-1 Wheaton, Illinois 60187 ATTN: Richard M. Guerard, Esq.

Any such notice, demand, request or other communications shall be deemed given when mailed.

- When the indebtedness Expense of Enforcement. hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the In any suit to foreclose the lien hereof, lien hereof. additional shall be allowed and included as there indebtedness in the decree for all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee appraiser's attorneys' fees, fees, outlays documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and ascurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Mortgaged Premises. expenditures and expenses of the nature in this paragraph mentioned shall bear interest at the Default Rate, when paid by Mortgagee in connection with (a) any incurred proceeding, including probate and bankruptcy proceedings, to which either of them shall be a parcy, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of threatened suit or proceeding which might affect Mortgaged Premises or the security hereof, whether or actually commenced.
- 28.1 Cross-Default Clause. Any default by Mortgagor in the performance or observance of any covariant, promise, condition or agreement hereof shall be deemed an Event of Default under each of the Loan Documents, entitling Mortgagee to exercise all or any remedies available to Mortgagee under the terms of any or all Loan Documents, and any default or Event of Default under any other Loan Document shall be deemed a default hereunder, entitling Mortgagee to exercise any or all remedies provided for herein. Failure by Mortgagee to exercise any right which it may have hereunder shall not be deemed a waiver thereof unless so agreed in writing by Mortgagee, and the waiver by

Copy to: Guerard & Drenk Ltd.
100.West Rosevelt Rose, N-1
Whisaton, Illinois 60187
ATEN: Richard M. Sucrato, Edg.

any such notice, demand, request or other commutestions shall be deemed given when mailed.

27.1 Expense of Enforcement. When the insert a near the insertainess becausely secured shall become due whether a supplementing or otherwise, Workgagee shall have the cique to faculose the iien hereof. In any suit to foreclose the lien hereof. indebtedness in the decree for all expenditures and contenes which may be paid or incurred by or on build of Mortages for attorneys' fees, appraisor's form outlon documentary and expant evidence, stenoursphere charact, publication costs and costs (which may be out tolted as reliters to be expended after entry of the freedy of presented all) sauth abstracts of tribe states and costs of the freedy of as and all) sauth abstracts of tribe states and examinations, quarantee policies, Torrens estillentes, and similar data to title as Mbrtgagee may deem to be reasonably recessary eacher to Example such suit or to evidence to elibers at any sale which may be had pursuant to such exerce the true condition of Sthe title, to ou the value of all Moregaged Presides. 1834 expendibuses and expenses of the entere in this paragraph mentioned shall bear interest of the Berault sate, shed paid of the Berault sate, shed paid of todurred by Hortgagee a connection with (a) any proceedings including probact and bankruptcy trees ings, to which either of them shall be a party, each one as maistiff, claimant; or defendant, by reason of this Moregage or any indeptadness thereby tecured; or (b) properstinas for the communicement of any suit for the foresteaded hereat after accrual of such think to form as whather a not permalia commenced; or of preparations for the disease of any Ehrenkehed Foit or proceeding which might affect tro-Marequiged rescuses or the security hereof, whether or not actually commenced.

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Mortgagee of any default by Mortgagor hereunder shall not constitute a continuing waiver or a waiver of any other default or of the same default on any future occasion.

29.1 <u>Incorporation by Reference</u>. The terms of the Loan Documents are incorporated herein and made a part hereof by reference.

#### 30.1 Disclaimer by Mortgagee.

Mortgagee shall not be liable to any party for services performed or obligations due in connection with this Loan. Mortgagee shall not be liable for any debts or claims accruing in flavor of any parties against Mortgagor or against the Mortgaged Premises. The Mortgagor is not and shall not be an agent of Mortgagee for any purposes, and Mortgagee is not a venture partner with Mortgagor in any manner whatscever. Approvals granted by Mortgagee for any matters covered under this Mortgage shall be narrowly construed to cover only the parties and facts identified in any written approval or if not in writing such approvals shall be solely for the benefit of Mortgagor.

#### 31.1 Miscellaneous.

- A. Upon request, Mortgagor shall confirm in writing to Mortgagee, or its designee, the amount then due hereunder and under the Note.
- B. If the time of payment of all indebtedness secured hereby or any part thereof be extended at any time or times, if the Note be renewed, modified or replaced, or if any security for the Note be released, Mortgagor and any other parties now or hereafter liable for payment of such indebtedness in whole or in part or interested in the Mortgaged Premises shall be held to consent to such extensions, renewals, modifications, replacements and releases, and their liability and the lien hereof and the Loan Documents and the rights created hereby and thereby shall continue in full force, the right of recourse against all such parties being reserved by Mortgagee.
- C. The Loan proceeds are to be used, along with Mortgagor's other funds, for the refinance of the Mortgaged Premises and for no other purposes, which shall occur contemporaneously with the disbursement of the Loan proceeds.
- D. This Mortgage shall be binding upon Mortgagor and its successors and assigns, and all persons claiming under or through Mortgagor or any such successor or assign, and shall inure to the benefit of and be enforceable by Mortgagee and its successors and assigns.

Mortgage of any default by Mortgager harder for thatt not acomprised if continuing weiver or a marker of any extraction default on any luture organism.

29.1 Incorporation by Reference. The terms of the Loan's Beignanies and the Lart menestry reference.

#### 0.1 Disclaimer by Mortgages.

Mortgages shall not be liable to any party for considering formed or obliquations due in concestion with this law. Mortgages shall not be liable for any dubta or claims aderuing in favor of any parties against Mortgager of any favor of any parties against Mortgager of any parties of Mortgager is not any particles and manner with mortgages is not a venture factor of mortgages is not a venture factor of mortgages is not a venture factor of mortgages is not a venture of this manner white several ander this mortgage is not covered and this mortgage is not covered and this mortgage and that of this covered sport of any statics approved any written approval or if our in withing now approval astally be solely for the bonefit of Mortgage.

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Escapted hereby or any pact thereof he estended at any time or times, if the Note he served, modified at any time or times, if the Note he served, modified a replaced, or of any service the served, wolfied as replaced, or other parties and the location of a service traded being now in hereiter trade or interested in the horbinary or interested in the Markejangd Presints shall be held to consum to such extensions, replacements and extensions, replacements and releases, son the library and the library and the consist and the consumits and the right of recourse contest that the consumer the consumer of the library and the consumer of the consumer of the consumer of the library and the consumer of the consumer of

Mortgagor's other Loan proceeds are to be used, along with Mortgagor's other funds, for the relinance of the Mortgagor's relinance of the Mortgagor's contemporation shall occur contemporateogisty with the disbursement of the Loan proceeds.

70. This Mortgace shall be binding upon Mortgagor and life guccessors claiming under or through Mortgagor or any such soccessor or assign, and shall inure to the benefit of and be anforceable by Mortgagee and its successors and assigns.

and the service of th

- The various headings used in this Mortgage as headings for sections or otherwise are for convenience only shall not be used in interpreting the text of the section in which they appear and shall not limit otherwise affect the meanings thereof.
- If any provision in this Mortgage is held by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such provision of this Mortgage to be illegal, invalid, unlawful, void, voidable, or unenforceable as written, then such provision shall be given full force and effect to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Mortgage shall be construed as if such illegal, invalid, unlawful, void, voldable or unenforceable provision was not contained therein, and that the rights, obligations and interest of the Mortgagor and the holder hereof under the remainder of this Mortgage shall continue in full force and effect;
- G. If any action or proceeding shall be instituted to recover possession of the Mortgaged Premises or any part thereof or to accomplish any other purpose which would materially affect this wortgage or the Mortgaged Premises, Mortgagor will immediately, upon service of notice thereof, deliver to Mortgagee a true copy of each petition, summons, complaint, notice of motion, order to show cause, and all other process, pleadings and papers however designated, served in any such action or proceeding;
- H. Regardless of their form all words shall be deemed singular or plural and shall have such gender as Whonever applicable, the term required by the text. "mortgage" shall also mean "trust deed" or "deed of trust". If there is more than one Mortgagor of this Mortgage, the liability of the undersigned shall be joint and several;
- Mortgagor waives any right, if any, ic now or in the future may have to remove any claim or dispute arising herefrom to the Courts of the United States of America:
- This Mortgage is executed by the undersigned, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property specifically described in this Mortgage securing the payment of the Note, by the enforcement of the provisions contained in this Mortgage. No personal liability shall be asserted be enforceable against the Mortgagor or any person or interested beneficially or otherwise in said property specifically described in this Mortgage given to secure the

- Leadings for the various boadcess and in this mandare in beatings for exceptions only and shall inct be used in interpreting the test of the section interpreting the test of the section in and shall not limit or sections which they appear and shall not limit or otherwise attact the mennings thereof.
- court of law to be in violation of any application of state or local, court of law to be in violation of any application local, state or laderal ordinance, statute, law, idepoint tables or judicial declare auch provision of this moregage to be should declare such provision of this moregage to be integrally invalid, unlawful, told, addition whether the the cult recording and ectert to the full of the consistence that it is early valid and enforceable, the consistence that the chart such provision of the last such provision of this delivered while the the constitution of the contained while the teacher of the consistence of the contained knowledge or uneaforceable provision and that the rights, obting the contained the mortgage shall continue in full trees. A secret of the laderal contained the mortgage shall continue in full trees.
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- H. Regardless of their form, it supplies to addressed singular or plural and shall have comb processed feedbless by the test. Mosneyer against the test. Mosneyer against the test that tent against the test mean "trust lead" or "again the trust". The there is then one sorthance of this Mosseyer, the lightly of the andersigned shall be join and convert
- The further may bave to comeve any clubs, if each it now as in the for further may bave to comeve any claim on dispute accepted by efficient of the Courts of the United States of America;
- d. J. This Morigage is executed by the observious not personally but as Process as aforesaid to new evertion of the power and qualicatry conferred upon and veloced in it says afort Truster, and is payable only out at the argument appearably described in this Morigane careers the constitution of the careers of the entering the constitution to the agreement of the this Mortgage. No personal lumbility shall be agreed on our common or be enterested baneficially or otherwise in unit correct interested baneficially or otherwise in unit events the specifically described in this Mortgage siven to events the specifically described in this Mortgage siven to events the

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payment of the Note, or in the property or funds at any time subject to said trust agreement, because or in respect of the note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by Mortgagee hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any, and each original and successive holder of the note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in this Mortgage, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of the Note or of any installment thereor, the sole remedy of the Mortgagee shall be by the enforcement of any remedy available to Mortgagee under this Mortgage or the enforcement of any remedy available under any of the Loan Documents given to secure the indebtedness evidenced by the note, in accordance with the terms and provisions in this Mortgage set forth or by action to enforce the personal liability of the guarantor, if any, of the payment of the Note or both.

WITNESS WHEREOF, IN Mortgagor has caused Mortgage to be executed and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized on the date first above written.

> AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated November 25, 1986 and known as Trust Number 100652-07

ATTEST:

978:cds:122986

payment of the Moto, or in the property or flashe of any tranesubject to said trust agreement, because or in respect of the hote or the making, issue or transfer thereof, all seau-liability, if any, being expressly warrer or rorryage hereof, but nothing bessin contained shall modify on discharge the personal liability expressly assumed by the graduantor hereofy if any, and each original and successive holder of the note accepts the same note the cubrest condition that no duty shall cost upon the manaraignal to acquester the rents; issues and profits arising from the property despribed in this Mortgage, or the proceeds arising From the sale or other disposition thereof, but but is over of default in the payment of the note or of any instruktion thereof / the sole remedy or the Mortgagee shall be by the enforçament of any remedy accilosis to doctgages under this Martdage or the enforcement of thy readily available under any of the Loan Documents given to accure the loan tologness syldenced by the note, in accordance with the terms and mysuenced by the note, in accordance with ind three, and provisions in this mortgage set forth of by action to antique the remarkants of by action to pangorde the personal liability of the quaranter, if any, of the payment of the Note or bach.

Workgage to be executed and its corporate scal to be hereunto affixed and attested by its officers thereunto duly authorized on the date first above written.

AMERICAN NATIONAL SANK AND TRUST COMPANY OF CHICAGO, not personally but as mantested under Trust Agreement divid November 25, 1396 and Rown so Idual runber 100652-07

Test Manual Commencer

Test: Legal Legal

978:cds:122906

STATE OF ILLINOIS)
COUNTY OF COOK

SS.FP CD / C 2 PD

PHIS DEC 31 PH 3: 23

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the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Pater H. Johansen personally known Second Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY under Trust #100662-07, a National be the ABBITANT REODER Banking Association, and personally to me to \_ABBISTANT SECRETARY of said Corporation, and personally known to me to be the persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such second Vice provider and Assistant account they signed and delivered the said instrument as original Vice Provident and Assistant secretary of said Corporation, and caused the Corporate seal of said Corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and official, seal this 31st day of December, 1986.

"OFFICIAL SEAL"
Karen E. Burns
Notary Public, State of Illinois
My Commission Expires 8/27/90

My Commission Expires:

86630472

SEATE OF THESOES)

11830672

L, the undersigned, a Wotery Sublic, in and for the County and State Aforesaid, DO HEREBY CERTIFY, that personality known to no to the gire From T. Veterrand personally known to no to the the OF CHICAGO, 38 Trustee ander Trust \$18065-97, a Mortanti Banking Association, and the suremant of the known to to be the ียด อิฮี <mark>อิท (จ</mark>ฮ สพนกล์ Componention, wand personally: ema one aci persons whose the subscribed to the institument, appeared before no this day in p severaliy acknowledged that as such received the tenny signed instrument as argail lub 122.15 smid Corporation, and caused the Corporate Sout St sain Corporation No be affixed thereto, payared to authority, giventby the Board of Directors of said Sorporntion as their free and voluntary act and deed of said Corporation, for the user and parties or therein men forth.

Given under my hand and colicial seal this 31st day of December, 1986.

CEFICIAL SURIOR CONTROL OF THE CONTR

Milary rublic

My Commission Expires:

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EXHIBIT "A"

#### Legal Description

Lot 13 and the south 10 feet of Lot 14 in the Subdivision of Lots 1 to 4 of Block 5 in Birchwood Beach, a Subdivision of part of Section 29. Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

11-29-303-011 00 Par

Topology Of Colling Clerk's Office Address:

EXHIBIT "A"

#### Legal Description

Low 10 and the south 10 feet of hot 14 is the Sandivision of Sate 1 to 4 of Block 5 in Birchwood Board, a Subdivision of part of sention 29. Township 41 North, Respect 4 Mass of the Third Principal Meridian, in Cook County, talinois.

920: 11-29-303-011 . w. ..

Dall.
Coop County Or Count Address; 7516-7518 W. Rastlake recease, Chicago, 1111m

#### EXHIBIT \*B\*

#### Schedule of Permitted Encumbrances

This Mortgage and any additional Loan Documents as defined herein.

Junior Mortgage made by Mortgagor herein to Elizabeth Jochner dated December 31, The state of County Clark's Office 1986, in the amount of \$70,000.00.

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