document preparel diter recordation, pleas Joel S. Kasanov, Esq. MORTGAGE, SECURITY AGREEMENT Focus Real Estate Finance Co. AND FINANCING STATEMENT 200 W. Madison St., Ste. 3000 60606 Chicago, IL THIS MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (the "Mortgage") is made as of October 4 AMALGAMATED TRUST AND SAVINGS BANK by and between 🗀 Illinois corporation +699867 not personally but as Trustee under Trust Agreement dated \_\_\_June\_26, 1985. and known as Trust Number 5073 (the "Mortgagor"), whose malling address is 100 S. State Street Chicago, FOCUS REAL ESTATE FINANCE CO (the "Mortgagee"), whose malling address is 200 W. Madison St. Suite 3000 Chicago

#### WITNESSETH:

60606

THAT, WHEREAS the Mortgagor is justly indebted to the Mortgagee in the principal sum of ONE MILLION TWO HUNDRED THOUSAND AND NO/100THS DOLLARS (\$1,200,000.00) evidenced by one fartain PROMISSORY NOTE of the Mortgagor of even date herewith (the "Note"), made payable to the order of and delivered to the Mortgagee, whereby the Mortgagor promises to pay the said principal sum, late charges, prepayment premiums and interest at the rate, rates and in installments, all as provided in the Note. The final payment of principal and interest, if not sooner paid, shall be due on February 1, 1996. All such payments on account of the Indebtedness secured hereby shall be applied first to interest on the unpaid principal balance, secondly to any other sums due thereunder, thirdly to all other advances and sums secured hereby, and the on ainder to principal, all of said principal and interest being made payable at such place as the holder of the Note may from time to this in writing appoint, and in the absence of such appointment, then at the office of FOCUS REAL ESTATE FINANCE CO., 200 West Madison, Suite 3000, Chicago, Illinois 60606.

NOW, THEREFORE, the Mortingor, to secure the payment of sald principal sum of money and sald interest and late charges.

and prepayment premiums in accordance with the terms, provisions and limitations of this Mortgage and of the Note, and the performance of the covenants and agreements harein contained by the Mortgagor to be performed, and also in consideration of the sum of ONE DOLLAR (\$1,00) in hand prid, the receipt whereof is hereby acknowledged, does by these presents MORTGAGE, GRANT, REMISE, RELEASE, ALIEN AND CONVIY unto the Mortgagee and its successors and assigns, the following described real estate and all of its present and hereafter acquired estate, right, title and interest therein, situated, lying and being in the County of Cook and State of Illances to-wit:

#### SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

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

TOGETHER with all improvements, tenements, reversions, en ainders, easements, fixtures and appurtenances now or hereafter thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and 10° secondarily); all tenant security deposits, utility deposits and insurance premium rebates to which Mortgagor may be entitled or which Mortgagor may be holding; and all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, or riggerators, curtain fixtures, partitions and attached floor covering now or hereafter therein or thereon, and all fixtures, apparatus, equipment and articles now or hereafter therein or thereon. used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal; refrigeration and ventilation (whether single units or centrally controlled) including (without restricting the fore joing): all fixtures, apparatus, equipment and articles (other than trade fixtures used in the operation of a business and other than inventories held for sale) which relate to the use, occupancy, and enjoyment of the Premises, it being understood that the enumeration of any specific erticles of property shall in no wise exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where other vise hereinabove specified) and all right hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood agreed and declared (to the maximus extent permitted by law) to form part and parcel of the real estate and to be appropriated to it a use of the real estate, and shall it for the purposes of this Mortgage, deemed to be real estate and conveyed and mortgaged heraby.

TO HAVE AND TO HOLD the Premises unto the Mortgagee and its successors and assigns for ever, for the purposes and u

herein set forth.

#### IT IS FURTHER UNDERSTOOD AND AGREED THAT:

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

Mortgagor shall: (a) promptly repair, restore or rebuild any buildings and other improvements now or hereafter on the Premises which may become damaged or destroyed to substantially the same character as prior to such damage or destruction, without regard to the availability or adequacy of any casualty insurance proceeds or eminent domain awards; (b) keep the Premises constantly in good condition and repair, without waste; (c) keep the Premises free from mechanics liens or other liens or claims for ilen not expressly subordinated to the lien hereof (collectively called "Liens"), subject, however, to the rights of the Mortgagor set forth in Paragraph 1a below; (d) Immediately pay when due any indebtedness which may be secured by a lien or charge on the Premises on a parity with or superior to the lien hereof (no such lien to be permitted hereunder), and upon request exhibit satisfactory evidence of the discharge of such lien to Mortgagea; (e) complete within a reasonable time any building(s) or other improvement(s) now or at any time in process of erection upon the Premises; (f) comply with all federal, state and local requirements of law, regulations, ordinances, orders and judgments and all covenants, easements and restrictions of record with respect to the Premises and the use thereof; (g) make no alterations in the Premises without Mortgagee's prior written consent; (h) suffer or permit no change in the general nature of the occupancy of the Premises without Mortgagee's prior written consent; (i) observe and comply with all conditions and requirements (if any) necessary to preserve and extend all rights, easements, licenses, permits (including without limitation, zoning, variations, and, any non-conforming uses and structures), privileges, franchises and concessions applicable to the Premises or contracted for in connection with any present or future use of the Premises; and (j) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof and of the Note. As used in this Paragraph 1 and elsewhere in this Mortgage, the term "Indebtedness" means and Includes the unpaid principal sum evidenced by the Note, together with all interest, additional interest, late charges and prepayment premiums thereon, and all other sums at any time secured by this Mortgage.



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Birgal, historia na repitar a na hapitar hafin hafin himidingiling yai Tuluma na agulari dhakar dhamar la acira baga na muur જેવું કેમાં લાજી માટે કે તાલુકા છે. જેવા જે તે તે તે તે તે મામ જેટ કે પૈકાન જેવા જાણાવી છે. જે તે કે તે કે તે જ วะทานพระทำใหม่ใหม่ ที่สุดเกล้าที่ เขา เขาได้เลือด เกาะ เมื่อเลือด เลียงใหม่ เลือด เกาะ เกาะเกล้า เกาะ เกาะ เกา රේඛන්තුවේ යට බැලක් වෙනට සම්පූම්ක නම්ත්රීක්ත්තිමේ බහු වෙන්නේමේ සම්පූම්ක විශ්යට විශ්ය වෙන්නේ විශ්යට සම්පූම්ක විශ අත්ත්රීක්ම අතුන්පත්තු නිරුණ තුරුව වෙන්නේ මින්නෙන්නේ මින්නේ දුරුවෙන් මින්නේ අත්ත්රීක් ද වන්නේ පත්වෙන්නේ වෙන්නේ න ไม่เรื่องใช้สาใหม่หมือน หมือน ค.ส. พ.ส. พ.ส. ्यान्य विकास के में के के कार्या करवान के महास्थान है। इस के में भी की कार करते हैं है है है है है है है है है Historia in the contraction of t न प्रकारमध्यम् इति इति । विद्याप्ति । विद्याप्ति । विद्यापति । विद्यापति । विद्यापति । विद्यापति । विद्यापति । देशकें में सिनां में बेराजीत है। इस कार्य तर है ने अधिकारिक तरकार के राहर और अर्थ के बाद कर साम के पूर्वतिक है है। इस अर्थन की कार का अर्थन कर से अर्थन ស្តីវិស្តីមនុទ្ធ ខ្មែរ ខេត្ត ៤ភា 👾 👵 a construit de de la construit e stiffered to contact the control to be set of the control of the ्याच्या राज्यानी केले. इत राज्या अन्युक्ता कृत्या कार्याच्या भी तातु के क्रमान्द्रीत उत्तर अन्यान विकास अन्या अभी असी अ ารัสรัสเจลเรียน ความ 100 an the practical graph belong the formation of the first transfer of the first bear a first and first and the na diakariara dagamik malaturusi, sili dakai, kanatira, must chuncia dariganikina kan takar kara ribasa is and former of the control of a factor was the former and or the control of the former of the control of the design to the continue to the continue of the continue of the continue of the continue of the continue of

Right to Contest,

Anything in Paragraphs 1(c) and (d) of this Mortgage to the contrary notwithstanding, Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any Lien not expressly subordinated to the ilen hereof, and defer payment and discharge thereof during the pending of such contest, provided: (i) that such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such Lien; (ii) that, within ten (10) days after Mortgagor has been notified of the assertion of such Lien, Mortgagor shall have notified Mortgagee in writing of Mortgagor's Intention to contest such Lien; and (iii) that Mortgagor shall have deposited with Mortgagee at such place as Mortgagee may from time to time in writing appoint, and in the absence of such appointment, then at the office of FOCUS TEAL ESTATE FINANCE CO. in Chicago, Illinois, a sum of money which shall be sufficient in the judgment of Mortgagee to pay in full such Lien and all interest which might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional interest whenever, in the Judgment of Mortgagee, such increase is advisable. Such deposits are to be held without any allowance of interest. If Mortgagor shall fall to prosecute such contest with reasonable diligence or shall fall to pay the amount of the Lien plus any interest finally determined to be due upon the conclusion of such contest, to the extent such amount exceeds the amount which Mortgages will pay as provided below, or shall fail to maintain sufficient funds on deposit as hereinabove provided. Mortgagee may, at its option, apply the money so deposited in payment of or on account of such Lien, or that part thereof then unpaid, together with all interest thereon. If the amount of money so deposited shall be insufficient for the payment in full of such Lien, together with all interest thereon, Mortgagor shall forthwith, upon demand, deposit with Mortgagee a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full. Mortgagee shall, upon the final disposition of such contest, apply the money so deposited in full payment of such Lien or that part thereof then unpaid, together with all interest thereon (provided Mortgagor is not then in default hereunder) when so requested in writing by Mortgagor and when furnished by Mortgagor with sufficient funds to make such payment in full and with evidence satisfactory to Mortgagee of the amount of payment to be made.

Payment of Taxes.

2. Mortgagor shall pay all general taxes before any penalty or interest attaches, and shall pay special taxes, special assessments, water charges, server service charges, and all other charges against the Premises of any nature whatsoever when due, and shall paper within thirty (30) days following the date of payment. Mortgagor shall pay in full "under protest" any trix or assessment which Mortgagor may desire to contest, in the manner provided by law.

Tax Daposits.

3. Mortgagor shall deposit with the Mortgagee or such depositary ("Depositary") as the Mortgagee may from time to time in writing appoint, and in the absence of such appointment, then at the office of FOCUS REAL ESTATE FINANCE CO. In Chicago, Illinois, commencing on the date of accoursement of the proceeds of the loan secured hereby and on the first day of each month following the month in which said disbursement occurs, a sum equal to the amount of all real estate taxes and assessments (general and special) next due upon or for the Premises (the amount of such taxes next due to be based upon the Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and rise; sed) reduced by the amount, if any, then on deposit with the Mortgagee or the Depositary, divided by the number of months to elapse before one month prior to the date when such taxes and assessments will become due and payable. Such deposits are to be held without any rin wance of interest to Mortgagor and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due, if the funds so deposited are insufficient to pay any such taxes or assessments (general or special) when the same become due and payable, the Mortgagor shall, within ten (10) days after receipt of demand therefor from the Mortgagee or Depositary, deposit and additional funds as may be necessary to pay such taxes and assessments (general and special) in ultility the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the enters shall be applied on a subsequent deposit or deposits. Said deposits need not be kept separate and apart from any other lunds of the Mortgagee or the Depositary.

Anything in this Paragraph 3 to the contrary notwithstanding, if the funds so deposited are insufficient to pay any such taxes or assessments (general or special) or any installment thereof, Mortgagor will, not later than the thirtieth (30th) day prior to the last day on which the same may be paid without penalty or interest, deposit with the Mortgagee or the Depositary the full amount of

any such deficiency.

If any such taxes or assessments (general or special) shall be levied, charged, essessed or imposed upon or for the Premises, or any portion thereof, and if such taxes or assessments shall also be a levy, charge, assessment or imposition upon or for any other premises not encumbered by the lien of this Mortgage, then the computation of any and out to be deposited under this Paragraph 3 shall be based upon the entire amount of such taxes or assessments, and Mortgagor shall not have the right to apportion the amount of any such taxes or assessments for the purposes of such computation.

Insurance Deposits.

3a. For the purpose of providing funds with which to pay premiums when due on all policies of fire and other hazard insurance covering the Premises and the Collateral (defined below), Mortgagor shall deposit with the Mortgage or the Depositary, commencing on the date of disbursement of the proceeds of the loan secured hereby and on the first day of each month following the month in which said disbursement occurs, a sum equal to the Mortgagee's estimate of the premiums that vill next become due and payable on such policies reduced by the amount, if any, then on deposit with the Mortgagee or the Depositary, divided by the number of months to elapse before one (1) month prior to the date when such premiums become due and payable. No interest shall be allowed to Mortgagor on account of any deposit made hereunder and said deposit need not be kept separate and apart from any other funds of the Mortgagee or the Depositary.

Mortgagee's Interest in and Use of Tax and Insurance Deposits; Security Interest.

4. In the event of a default hereunder, the Mortgagee may, at its option but without being required so to do, apply any monies at the time on deposit pursuant to Paragraphs 3 and 3a hereof on any of Mortgagor's obligations contained herein or in the Note, in such order and manner as the Mortgagee may elect. When the Indebtedness has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the Premises as the same appear on the records of the Mortgagee. A security interest, within the meaning of the Uniform Commercial Code of the State in which the Premises are located, is hereby granted to the Mortgagee in and to all monies at any time on deposit pursuant to Paragraphs 3 and 3a hereof and such monies and all of Mortgagor's right, title and interest therein are hereby assigned to Mortgagee, all as additional security for the Indebtedness hereunder and shall, in the absence of default hereunder, be applied by the Mortgagee or Depositary for the purposes for which made hereunder and shall not be subject to the direction or control of the Mortgagee or Depositary for the purposes for which made hereunder and shall not be subject to the direction or control of the Mortgagee; provided, however, that neither the Mortgagee nor the Depositary shall be liable for any failure to apply to the payment of taxes or assessments or insurance premiums any amount so deposited unless the Mortgagor, while not in default hereunder, shall have furnished Mortgagee with the bills therefor and requested Mortgagee or the Depositary in writing to make application of such funds to the payment of the particular taxes or assessments or insurance premiums for payment of which they were deposited, accompanied by the bills for such taxes or assessments or insurance premiums. Neither Mortgagee nor the Depositary shall be liable for any act or omission taken in good faith, but only for its gross negligence or willful misconduct.

्रा होता है है पूर्व के सिन्दु के बेल है व्यवस्थात समारे पूर्व स्थानित है । विकास की उपने कार की मार्ग हो सिन् and the strong of the second straint of the property of the second strong of the second of the second of the s The second of the second of the second property of the second of the second of the second of the second of the િક કેટર્સ કેન્દ્રિક પ્રાપ્ત પાતા કરતા છે. પ્રત્યાની વિનેક બિનેક પ્રત્યાલનો પ્રદાસિક મિનેક પ્રદેશ કરતા કે જિલ્લોન આ પ્રદેશને ફેરક્શન પાતા કરતા મુક્ત પ્રદેશ કેટર્સિક માના કેટર્સિક કેટરિક કેટર્સિક કરતા પ્રદેશના પ્રદેશ પ્રદેશ જ The designation of the contract of the design of the design of the design of the contract of t ere a parelle a la come estable. a property of the second  $e=\ldots \geq e^{-\frac{1}{2}(1)^2}$ रहि जिल्हा कि हैंगई विकेश राजने का रे कार बिहुत कार्य कार किया कार के रूप के अने हैं का उन कार कार कर रहते हैं and programmed th really become reputing growing as the second of the configuration of the second of the granten vermeeld hete his gen eigen egte generigt kat at tenne en en het hen het tal die hete ter His care to the capacity of the colored to be formally defeated to the capacity of the color of the colored to rang an ing pangang makadan karana ada dah dan bibada karan dahan dah sarah sarah panda 1. 1. 15. 15 readant of leave their englishing the particle of the court way with the late of the eren en nervisi en en entre esta estreba renervis de renervis de renervision de la la compare de la compare la Entre de france de la compare de manufactual de la compare de la compare de la compare de la compare de la comp and the state of the Merchanist state of the contract of the state of ting this in ray income 

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#### ารักระสูงใช้ เราะสมเศษได้

चीतुर्वाती करोत । अंग्रेस के इन इन्हेंबेस्ट्रियेस निक्तान्त्रीण संबद्धक है। की सम्बद्ध के कि क्रिकेट क्षार्थिक से अंग्रेस के अंग्रेस के सिंग्रेस है अंग्रियेस के सिंग्रेस के सिंग्रेस के अंग्रेस के सिंग्रेस है अंग्रियेस के सिंग्रेस के सिंग् grainniaeth, cuis an cagai riobh agu ghua gheachd thair ar phiphach Londail Eachada cada cada l chris 🚁 ५ 😤 । १९६० हुमा १५५ छन्। उपनासुरुकुर्यास College attacks นในทุกและ เพลงและ และ และ ในว่าเล่ะ เพลาะสมาส และ และ คุณกลดี ที่เมื่อเพลาะได้ได้ และโดยการ เมื่อเมื่อง หายเก็ grandy ign lang kata melajing pala 1966 nampan ali alam pang bengapak libilangan pangangan Malif barangan dalam r 医内部 化二甲烷基磺基苯 rainalle on also the course of a many radio or many languages from the first and the first and the first first the second first from the first first f Control of the section of the sectio n kapusika mobili inggapat bibilik k

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5. Mortgagor shall keep all buildings and improvements and the Collateral (defined in Paragraph 27 below) now or hereafter situated on said Premises insured against loss or damage by fire on a so-called "All Risks" basis and against such other hazards as may reasonably be required by Mortgagee, including without limitation of the generality of the foregoing: (a) rent loss or business interruption insurance; whenever by Mortgagee, including without limitation of the generality of the foregoing: (a) rent loss or business interruption insurance; whenever same is available and, in the opinion of Mortgagee, such protection is necessary. Mortgagor shall also provide/insurance coverages with such limits for personal injury and death and property damage as Mortgagee may require. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagee, with waiver of subrogation and replacement cost endorsements and a standard non-contributory mortgagee clause attached to all policies, including a provision requiring that the coverages evidenced thereby shall not be terminated or materially modified without thirty (30) days prior written notice to the Mortgagee. Mortgagor shall deliver all original policies, including additional and renewal policies, to Mortgagee and, in the case of insurance about to expire, shall deliver renewal policies not less than thirty (30) days prior to their respective dates of expiration.

Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereon under a standard non-contributory mortgagee clause acceptable to Mortgagee. Mortgagor shall immediately notify Mortgagee whenever any such separate insurance is taken out and shall promptly deliver to Mortgagee the original policy or policies of such insurance. In the event of a foreclosure of the lien of this Mortgage, or of a transfer of title to the Premises either in lieu of foreclosure or by purchase at the foreclosure sale, all interest in all insurance policies in

force shall pass to Mortgagee, transferee or purchaser, as the case may be.

Within ninety [90] days following the end of each fiscal year of Mortgagor, at the request of the Mortgagor, agrees to furnish evidence of replacement cost, without cost to the Mortgagoe, such as are regularly and ordinarily made by insurance companies to determine the then replacement cost of the building(s) and other improvements on the Premises.

Adjustment of Louis with Insurer and Application of Proceeds of Insurance.

6. In case of lost or damage by fire or other casualty, Mortgagee is authorized: (a) to settle and adjust any claim under insurance policies which insure against such risks; or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, Mortgagee is authorized to collect and receipt for any such insurance monies. Such insurance proceeds may, at the option of the Mortgagee, be: (a) applied in reduction of the Indebtedness, whether due or not; or (b) held by the Mortgagee and applied to pay for the cost of repair, rebuilding or restoration of the buildings and other improvements on the Premises. If the Mortgagee electry to make said proceeds available to reimburse Mortgagor or any lessee for the cost of repair, rebuilding or restoration of buildings or class improvements on the Premises, such proceeds shall be made available in the manner and under the conditions that the Mortgagee may require. In any event, the buildings and other improvements shall be so repaired, restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the cost of rebuilding, repairing or restoring the buildings and other improvements may reasonably exceed the sum of FIFTY THOUSAND DOLLARS (\$50,000.00), then the Mortgagee must approve plans and specifications of such work before such work shall be commenced. If the proceeds are made available by the Mortgagee to reimburse the Mortgagor or any lessee for the cost of repair, rebuilding restoration and the reasonable charges of the Disbursing Party (hereinafter defined) shall, at the option of the Mortgagee, be applied on account of the Indebtedness or paid to any party entitled thereto as the same appear on the records of the Mortgagee.

As used in this Paragraph 6, the term "Disbursing Party" refers to the Mortgages and to any responsible trust company or

title insurance company selected by the Mortgagee.

\*, any surplus, after payment of the cost of repair, rebuilding, restoration

Stamp Tax; Effect of Changes in Laws Regarding Taxation.

7. If, by the laws of the United States of America or of any state or subdivision the edit having jurisdiction over the Mortgagor, any tax is due or becomes due in respect of the issuance of the Note, the Mortgagor covenant, and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to reimburse the Mortgagee or any sums which Mortgagee

may expend by reason of the imposition of any tax on the issuance of the Note.

7.1 In the event of the enactment, after this date, of any law of the state in which the Premises are located deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgager, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then, and in any such event, the Mortgager, upon demand by the Mortgagee, shall pay such taxes or assessments or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee: (a) it might be unlawful to require Mortgagor to make such payment; or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law; then and in any such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the Indebtedness to be and become due and payable sixty (60) days from the giving of such notice.

Observance of Lease Assignment.

8. As additional security for the payment of the Note and for the faithful performance of the terms and conditions contained herein. Mortgagor and its beneficiary or beneficiaries have assigned to the Mortgagor all of their right, title and interest as landlords in and to the leases listed on the SCHEDULE OF LEASES attached hereto, if any, and all future leases of the Premises. All leases of the Premises are subject to the approval of the Mortgagor as to form, content and tenant(s).

Mortgagor will not and Mortgagor's beneficiary or beneficiaries will not, without Mortgagee's prior written consent: (i) execute any assignment or pledge of any rents or any leases of the Premises except an assignment or pledge securing the Indebtedness; or (ii) accept any payment of any installment of rent more than thirty (30) days before the due date thereof; or (iii) make any lease of

the Premises except for actual occupancy by the tenant thereunder.

Mortgagor at its sole cost and expense will: (i) at all times promptly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in all leases of the Premises, on the part of the landlord thereunder to be kept and performed; (ii) enforce or secure the performance of all of the covenants, conditions and agreements of such leases on the part of the tenants to be kept and performed, but Mortgagor shall not and Mortgagor's beneficiary or beneficiaries shall not modify, amend, cancel, terminate or accept surrender of any lease without prior written consent of Mortgagee; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with such leases or the obligations, duties or liabilities of the landlord or of any tenants thereunder; (iv) transfer and assign or cause to be separately transferred and assigned to Mortgagee, upon written request of

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Mortgagee, any lease or leases of the Premises here of the premises hereafter greed into, and make execute and deliver to Mortgagee upon demand, any and all instrument of lifetuale said exignment. If the premise within the [10] days after a request by Mortgagee so to do, a written statement containing the names of all tenants and the terms of all leases of the Premises, including the spaces occupied and the rentals payable thereunder; and (vi) exercise within five (5) days of any demand therefor by Mortgagee any right to request from the tenant under any lease of the Premises a certificate with respect to the status thereof.

Nothing in this Mortgage or in any other documents relating to the loan secured hereby shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of any landlord under any of the leases assigned to Mortgagee or to pay any sum of money or damages therein provided to be paid by the landlord, each and all of which covenants and payments

Mortgagor agrees to perform and pay or cause to be performed and paid.

At the option of the Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in eminent domain), to any one or more leases affecting any part of the Premises, upon the execution by Mortgagee and recording or registration thereof, at any time hereafter, in the office wherein this Mortgage was registered or filed for record, of a unilateral declaration to that effect.

In the event of the enforcement by Mortgagee of any remedies provided for by law or by this Mortgage, the tenant under each lease of the Premises shall, at the option of the Mortgagee, attorn to any person succeeding to the interest of landlord as a result: of such enforcement and shall recognize such successor in interest as landlord under such lease without change in the terms or other provisions thereof; provided, however, that said successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance or any amendment or modification to any lease made without the consent of Mortgagee or said successor in interest. Each tenant, upon request by said successor in interest, shall execute and deliver an instrument or instruments confirming such attornment.

Mortgages shall have the option to declare this Mortgage in default because of a material default of landlord in any lease of the Premises, whether or not such default is cured by Mortgages pursuant to the right granted herein. It is covenanted and agreed that a default under any 1531 inment of Rents or Leases executed pursuant to this paragraph 8 shall constitute a default hereunder, on account of which the whole of the Indebtedness secured hereby shall at once, at the option of the Mortgages, become immediately due and payable, without notice to the Mortgagor.

Mortgagor and Lien No+ Released.

9. From time to time of integrate may, at Mortgagee's option, without giving notice to or obtaining the consent of Mortgagor or Mortgagor's successors or assigns of the consent of any junior lien holder, guarantor or tenant, without liability on Mortgagee's part and notwithstanding Mortgagor's breach of any covenant, agreement or condition: (a) release anyone primarily or secondarily liable on any of the Indebtedness; (b) accept a renewal note or notes therefor; (c) release from the lien of this Mortgage any part of the Premises; (d) take or release other or additional security for the Indebtedness; (e) consent to any plat, map or plan of the Premises; (f) consent to the granting of any easement; (j) join in any extension or subordination agreement; (h) agree in writing with Mortgagor to modify the rate of interest or period of amortization of the Note or change the time of payment or the amount of the monthly installments payable thereunder; and (i) waive or fail to exercise any right, power or remedy granted by law or herein or in any other instrument given at any time to evidence or secure the payment of the Indebtedness.

Any actions taken by Mortgagee pursuan to the terms of this Paragraph 9 shall not impair or affect: (a) the obligation of Mortgagor or Mortgagor's successors or assigns to pay finy sums at any time secured by this Mortgage and to observe all of the covenants, agreements and conditions herein contained: (b) the guaranty of any individual or legal entity for payment of the

indebtedness; and (c) the lien or priority of the lien hereof against the Premises.

Mortgagor shall pay to Mortgagee a reasonable service charge and such title insurance premiums and attorneys' fees as may be incurred by Mortgagee for any action described in this Paragraph 9 taken at the request of Mortgagor or its beneficiary or beneficiaries.

Mortgagee's Performance of Defaulted Acts.

10. In case of default herein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner Mortgagee deems expedient, and may, or need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment or cure any default of any landlord in any lease of the Premises. All monies paid for any of the purposes her in authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by independent to any tax referred to in Paragraphs 7 or 7.1 or to protect the Premises or the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of interest set forth in the Note applicable to a period when a default exists thereunder, inaction of Mortgagee shall never be considered an a valuer of any right according to it on account of any default on the part of Mortgagor.

Mortgagee's Reliance on Tax Bills, etc.

11. Mortgagees in making any payment hereby authorized: (a) relating to taxes and assessments, havido so according to any bill, statement or estimate produced from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount or my claim for lien which may be asserted.

Acceleration of Indebtedness in Case of Default.

If: (a) default be made in the due and puntual payment of principal or interest on the Note, or any other payment due in accordance with the terms thereof; or (b) the Mortgagor or any beneficiary thereof or any guarantor of the Note shall file (i) a petition for liquidation, reorganization or adjustment of debt under Title 11 of the United States Code (11:U.S.C. §§ 101 et seq.) or any similar law, state or federal, whether now or hereafter existing, or (II) any answer admitting insolvency or inability to pay its debts, or (iii) fail to obtain a vacation or stay of involuntary proceedings within ten (10) days, as hereinafter provided; or (c) any order for relief of the Mortgagor or any beneficiary thereof or any guarantor of the Note shall be entered in any case under Title 11 of the United States Code, or a trustee or a receiver shall be appointed for the Mortgagor or for any beneficiary thereof or for any guarantor of the Note, or for all or the major part of the property of Mortgagor or of any beneficiary thereof or of any guarantor of the Note in any voluntary or involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of the property of the Mortgagor or of any beneficiary thereof or of any guarantor of the Note in any voluntary or involuntary proceeding for the reorganization, dissolution, liquidation, adjustment of debt or winding up of the Mortgagor or of any beneficiary thereof or of any guarantor of the Note and such trustee or receiver shall not be discharged or such jurisdiction not be relinquished or vacated or stayed on appeal or otherwise stayed within ten (10) days; or (d) the Mortgagor or any beneficiary thereof or any guarantor of the Note secured hereby shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all or any major part of its property; or (e) default shall be made in the due observance or performance of any other covenant, agreement or condition heralnbefore or hereinafter contained and required to be kept or performed or observed by the Mortgagor or its beneficiary; (f) default shall be made in the due observance or performance of any covenant, agreement or condition required to be kept or observed by Mortgagor or its beneficiary or beneficiaries in any other instrument given at any time to secure the payment of the Note; then and in any such event, the whole of the Indebtedness shall at once, at the option of the Mortgagee, become immediately due and payable without notice to

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ुक्ती रहा का पूर्वका अन्य स्थानी कर्ताहरी है। इस स्थानी किसी है असून कर्ता अने अन्य क्षानी कर किसी है असे उन स asagara da Africa. कार्यन है है जिल्लाकर है । अनुकार के कि कि कि लिएकर अध्यक्ष प्रतान के किया है जिल्ला कर कि अपने के कि लिएकर अध the playing any time of the information of the properties and the playing the antiquest in the contract to the anti-The section of ी , अनुष्ठ होतर मुख्योति है की बन्दे होताबार को का एक अधिकार मुख्या होताबार का नाम हाता. ti dedir salah kecari di Madi Arasia, dili gasi dalah dari di mengilia dalah diliputah di diliputah dalah salah a remains the second limited to

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The state of the s restant of those is the secretarily section a old Gib African Sop Call Africa Recover George Call Articles Called Control of the forest broken and have the first and a first series from the The all the tributable and family a fine and the first the first text with the first a postive era fortamistado e severa personar compres abilidades de recordo A trought is sugarfund, who has been a foundary as one of the sufficiency provided for some on or the dropping स्तित्र मानिक स्तिकेतिक रूप निवादीय देवां स्वातिकारिक स्वातिक स्वातिक स्वातिक स्वातिक स्वातिक स्वातिक स्वातिक स માના મુખ્યા છે. મારા કરાવા કેટલા જે જે મામાં મુખ્ય મુખ્ય માના કરવા છે. તે કર્યા છે ใน หนัง ค่า การสมรักษาที่ การสาราสารสมรักษณะที่ ให้เหมือน การการสมรักษาที่ เกิดเหมือนที่ กับ การสมรักษาที่ เกิ ใน เรื่องปฏิเศษ เมื่อเป็น การสาราสเหมือน เกิดให้ เป็น เป็น รักษณะ (ค.ศ. 1500) และ เป็น เป็น เป็น เป็น เป็น เป็ Bendhagerselg dyna blag it ik, prajdennih slindagi eganerila, kar da a enganiming an akad कार प्रकार में प्राथम कार्यों कर हुए हुई महोने कुछ हो। यह इस लोहें हु और इस्तर की इस को इस के क्रिकेट के महिला uju alla salaga nega ya ke mwada na palak ulalan kunduca angili galah negiliki mwajak ulan tumba રાજુ કુ વારતી પહોરા કે તે હવેલ વિષ્ણા કેલું વર્ષો લાભાવ માટે તો જાણા કુ માટે કુ માનવા તે છે. તે તે કુ માટે કે તાલુક કુ વારતી પહોરા કે તે હવેલ વિષ્ણા કેલું વર્ષો લાભાવાની માટે તે જાણા કુ માનવા તે છે. તે તે જો કે માટે કે મ granger and grante on the said about the country in the country of the country of the country of the country of Mortgagor, If while any insurance proceeds or condemnation awards are held by or for the Mortgagoe to reimburse Mortgagor or any lessee for the cost of repair, rebuilding or restoration of building(s) or other improvement(s) on the Premises, as set forth in Peragraphs 6 and 18 hereof, the Mortgagee shall be or become entitled to accerterate the maturity of the Indebtedness, then and in such event, the Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in reduction of the Indebtedness, and any excess held by it over the amount of the Indebtedness shall be paid to Mortgagor or any party entitled thereto, without interest, as the same appear on the records of the Mortgagee.

#### Foreclosure; Expense of Litigation,

13. When the Indebtedness or any part thereof shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness or part thereof. In any civil action to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the order or judgment for foreclosure and sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of said order or judgment) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens' Certificates and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such civil action or to evidence to bidders at any sale which may be had pursuant to such order or judgment the true condition of the title to, or the value of, the Premises. All expenditures and expenses of the nature in this paragraph mentioned and such expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the fees of any attorneys employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the Premises, including probate, appellate and bankruptcy procedures, or in preparations for the commencement or defense of any action or proceeding or threatened action or proceeding, shall be 'n'm diately due and payable by Mortgagor, with interest thereon at the rate set forth in the Note applicable to a period when a default exist thereunder, and shall be secured by this Mortgage.

At all times, the Mortgagor shall appear in and defend any sult, action or proceeding that might in any way in the sole judgment of Mortgagee after. The value of the Premises, the priority of this Mortgage or the rights and powers of Mortgagee hereunder or under any document given to any time to secure the Indebtedness. Mortgagor shall, at all times, indemnify, hold harmless and reimburse Mortgagee on demand to any and all loss, damage, expense or cost, including cost of evidence of title and attorneys' fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Mortgage, and shall bear interest after demand at the rate specified in the Note applicable to a period when an uncured default

exists thereunder, and such interest shall be secured hereby and shall be due and payable on demand.

Application of Proceeds of Foreclosura Sai .

14. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incide it to the foreclosure proceedings, including all such items as are mentioned in the preceding Paragraph hereof; second, all other items which may under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; and fourth, any overplus to any party entitled thereto as new rights may appear.

Appointment of Receiver or Mortgages In Possession.

15. Upon, or at any time after, the commencement of an action to foreclose this Mortgage, the court in which such action was commenced may, upon request of the Mortgagee, appoint a recliver of the Premises either before or after foreclosure sale, without notice and without regard to the solvency or insolvency of Mortgagor it the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not; and the Mortgagee or any holder of the Note may be appointed as such receiver or as Mortgagee in possession. Such receiver or the Mortgagee in possession shall have power to collect the rents, issues and profits of the Premises during the pender.c. of such foreclosure action and, in case of a sale and a deficiency, during the full statutory period of redemption (if any), whether he eight redemption or not, as well as during any further times (if any) when Mortgagor, except for the intervention of such receiver or Mortgagee in possession, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver or Mortgagee in possession to apply the net income in its hands in payment in whole or in part of: (a) the indebtedness secured hereby or by any order or judgment foreclosing the lien of this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or the lien of such order or judgment, provised such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

Rights Cumulative.

16. Each right, power and remedy conferred upon the Mortgages by this Mortgage and by all other documents evidencing or securing the Indebtedness and conferred by law and in equity is cumulative and in addition to every othe right, power and remedy, express or implied, given now or hereafter existing, at law and in equity; and each and every right, power and it meety herein or therein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be defended expedient by the Mortgagee; and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of, or discontinuance in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

Mortgagee's Right of Inspection.

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

#### Condemnation.

18. Mortgager hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award and any claim for damages for any of the Premises taken or damaged under the power of eminent damain or by condemnation. The Mortgagee may elect: (a) to apply the proceeds of the award or claim upon or in reduction of the indebtedness, whether due or not; or (b) to make those proceeds available to Mortgager or any lessee for repair, restoration or rebuilding of the Premises, in the manner and under the conditions that the Mortgagee may require. In any event, the building(s) and improvement(s) shall be repaired, restored or robuilt in accordance with plans and specifications to be submitted to and approved by the Mortgagee. If the proceeds are made available by the Mortgagee, any surplus which may remain out of said award after payment of such cost of repair, rebuilding, restoration and the reasonable charges of the Disbursing Party shall, at the option of the Mortgagee, be applied on account of the Indebtedness or paid to any, party entitled thereto as the same appear on the records of the Mortgagee. No interest shall be allowed to Mortgager on the proceeds of any award held by the Mortgagee.

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Relates Upon Payment and Displays of Moreographic this and the head hereof of proper instance, upon payment and discharge of all indebtedness secured hereby (including any prepayment charges and late charges provided for herein or in the Note) and upon payment of a reasonable fee to Mortgages for the execution of such proper instrument.

Giving of Notice.

20. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof, by certified mail addressed to the Mortgagor or to the Mortgagoe, as the case may be, at the respective addresses set forth on the first page hereof or at such other place as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder.

· Waiver of Defense.

21. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note.

Waiver of Statutory Rights.

22. Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of the lien of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or judgment of foreclosure of the lien of this Mortgago on behalf of the Mortgagor, the trust estate and all persons beneficially interested therein and each and every person, except judgment creditors of the Mortgago. In its representative capacity and of the trust estate, acquiring any interest in or title to the Premises subsequent to the date of his Mortgage.

Furnishing of Financial Statements to Mortgagee,

23. Mortgagor covenance of agrees that it will keep and maintain, or cause its beneficiary or beneficiaries from time to time to keep and maintain, books and records of account in which full, true and correct entries shall be made of all dealings and transactions relative to the Premises, which books and records of account shall, at reasonable times and on reasonable notice, be open to the inspection of the Mortgagee and its accountants and other duly authorized representatives. Such books of record and account shall be kept and maintained in accordance with generally accepted accounting principles consistently applied.

23.1 Mortgagor covenants and agrees of unish to the Mortgagee, within ninety (90) days following the end of every fiscal year applicable to the operation of the improvement, on the Premises, a copy of a report of the operations of the improvements on the Premises for the year then ended, to be certified by a bineficiary of Mortgagor (or a general partner, if the beneficiary of Mortgagor is a partnership or the chief financial officer if the bineficiary of Mortgagor is a corporation) satisfactory to the Mortgagee, including a balance sheet and supporting schedules and containing a distilled statement of income and expenses. Each such certificate to each such annual report shall certify that the certifying party examined such records as were deemed necessary for such certification and that those statements are true, correct and complete.

23.2 If Mortgagor fails to furnish promptly any report required by Paragraph 23.1, Mortgagor covenants and agrees to pay to Mortgagee the sum of TWO HUNDRED DOLLARS (\$200.00) as a uninistrative expenses for each month or part thereof elapsing after

such ninety (90) day period until such report is furnished to Mort ages.

23.3 If Mortgagor fails to furnish promptly any report required by Paragraph 23.1, the Mortgagoe may elect (in addition to exercising any other right, remedy and power) to make an audit of all cooks and records of Mortgagor and its beneficiaries which in any way pertain to the Premises and to prepare the statement or statement which Mortgagor failed to produce and deliver. Such audit shall be made and such statement or statements shall be prepared by an indipendent Certified Public Accountant to be selected by the Mortgagoe. Mortgagor shall pay all expenses of the audit and other services which expenses shall be secured hereby as additional indebtedness and shall be immediately due and payable with interest thereon at the rate set forth in the Note applicable to a period when a default exists thereunder.

Filing and Recording Charges and Taxes.

24. Mortgagor will pay all filing, registration, recording and search and information fees, and all expenses incident to the execution and acknowledgement of this Mortgage and all other documents securing the volument all federal, state, county and municipal taxes, other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery, filing, recording or registration of the Note, this Mortgage and all other documents securing the flote and all assignments thereof.

Business Purpose; Usury Exemption,

25. Mortgagor has been advised by its beneficiaries that the proceeds of the loan secured by this Mortgage will be used for the purposes specified in Paragraph 6404 of Chapter 17 of the 1981 Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a "business loan" which comes within the purview and operation of said paragraph.

Miscellaneous.

26. Binding Nature. This Mortgage and all provisions hereof shall extend to and be binding upon the original Mortgagor named on page 1 hereof and its successors, grantees, assigns, each subsequent owner or owners of the Premises and all persons claiming under or through Mortgagor; and the word "Mortgagor" when used herein shall include all such persons and all persons primarily and secondarily liable for the payment of the Indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage.

26.1 Release of Previous Holder. The word "Mortgagee" when used herein shall include the successors and assigns of the original Mortgagee named on page 1 hereof, and the holder or holders, from time to time, of the Note, However, whenever the Note is sold, each prior holder shall be automatically freed and relieved, on and after the date of such sale, of all liability with respect to the performance of each covenant and obligation of Mortgagee hereunder thereafter to be performed, provided that any monies in which the Mortgagor has an interest, which monies are then held by the seller of the Note, are turned over to the purchaser of the Note.

26.2 Severability and Applicable Law. In the event one or more of the provisions contained in this Mortgage or in the Note or in any other document given at any time to secure the payment of the Note shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgage, not affect any other provision of this Mortgage, the Note or other document and this Mortgage, the Note or other document shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The validity and interpretation of this Mortgage and the Note it secures are to be construed in accordance with and governed by the laws of the State in which the Premises are situated.

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the provisions of this paragraph shall be void.

26.4 Estoppel Certificate. Mortgagor, within fifteen (15) days after mailing of a written request by the Mortgagoe, agrees to furnish from time to time a signed statement setting forth the amount of the Indebtedness and whether or not any default; offset or

defense then is alleged to exist against the Indebtedness and, if so, specifying the nature thereof.

26.5 Non-Joinder of Tenant. After an event of default, Mortgages shall have the right and option to commence a civil action to foreclose the lien of this Mortgage and to obtain an order or judgment of foreclosure and sale subject to the rights of any tenant or tenants of the Premises. The failure to join any tenant or tenants of the Premises as party defendant or defendants in any such civil action or the failure of any such order or judgment to foreclose their rights shall not be asserted by the Mortgagor as a defense in any civil action instituted to collect the Indebtedness secured hereby, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

26.6 Evasion of Prepayment Premium. If majurity of the Indebtedness is accelerated by the Mortgagee because of an event of default, as herein provided, and a tender of payment is made by or on behalf of the Mortgagor in an amount necessary to satisfy the indebtedness at any time prior to judicial confirmation of foreclosure sale, such tender shall constitute an evasion of the prepayment premium provided for in the Note, if any, and shall be treated as a prepayment thereunder. Any such tender must therefore include the prepayment premium, if any required under the Note prohibodocopologopo

26.7 Regulation C Charse. Mortgagor covenants that the proceeds evidenced by the Note secured hereby will not be used for the purchase or carrying of recistered equity securities within the purview and operation of Regulation G issued by the Board of Governors of the Federal Rest we System.

Security Agreement and Financing Statement.

27. Mortgagor and Mortgages gree: (I) that this Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code (the "Code", of the State in which the Premises are located with respect to all sums on deposit with the Mortgagee pursuant to Paragraphs 6 and 18 hereof ("Deposits") and with respect to any property included in the definition herein of the word "Premises", which property may no be deemed to form a part of the real estate described in EXHIBIT "A" or may not constitute a "fixture" (within the meaning of section 9.313 of the Code), and all replacements of such property, substitutions for such property, additions to such property, and the proceeds thereof (said property, replacements, substitutions, additions and the proceeds thereof being sometimes herein collectively referred to as the "Collateral"); and (ii) that a security interest in and to the Collateral and the Deposits is hereby granted to the inc. taggee; and (iii) that the Deposits and all of Mortgagor's right, title and interest therein are hereby assigned to the Mortgagee; all to secure payment of the Indebtedness and to secure performance by the Mortgagor of the terms, covenants and provisions hereof.

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

The Mortgagor and Mortgagee agree, to the extent permitted by law, that: (i) all of the following definition of the word "Premises" herein are or are to become fixtures on the land described in EXHIBIT "A"; (ii) this instrument, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture filling" within the meaning of Sections 9-313 and 9-402 of the Code; and (iii) Mortgagor is a record owner of the land described in EXHIBIT (A").

If the Collateral is sold in connection with a sale of the Premises, Mortgagor shall notify the Mortgagor prior to such sale and shall require as a condition of such sale that the purchaser specifically agree to assume Mortgagor's obligation, as to the security interests herein granted and to execute whatever agreements and fillings are deemed necessary by the Mortgagoe to maintain Mortgagoe's first perfected security interest in the Collateral, Deposits and the deposits described in Paragraph 4 above.

Lien for Loan Commissions, Service Charges and the like.

28. So long as the original Mortgagee named on page 1 hereof is the owner of the Note, and regardless of whether any proceeds of the loan evidenced by the Note have been disbursed, this Mortgage also secures the payment of all loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by the Mortgagee in connection with the loan transaction intended to be secured hereby, all in accordance with the application of, and loan commitment issued to and accepted by one or more or Mortgagor's beneficiaries in connection with said loan.

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Due on Sala or Furthar Endurating Note 29. In determining whether or not to make the loan secured hereby, Mortgagee examined the credit-worthiness of Mortgagor's Beneficiary, found it acceptable and relied and continues to rely upon same as the means of repayment of the loan. Mortgagee also evaluated the background and experience of Beneficiary in owning and operating property such as the Premises, found it acceptable and relied and continues to rely upon same as the means of maintaining the value of the Premises which is Mortgagee's security for the loan. Beneficiary is a business person or entity well-experienced in borrowing money and owning and operating property such as the Premises, was ably represented by a licensed attorney at law in the negotiation and documentation of the loan secured hereby and bargained at arm's length and without duress of any kind for all of the terms and conditions of the loan, including this provision. Beneficiary recognizes that Mortgagee is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a loan, the security for which is purchased by a party other than the original Beneficiary or Mortgagor. Beneficiary further recognizes that any secondary or junior financing placed upon the Premises, or the beneficial interest of Beneficiary in Mortgagor (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrancer which would force Mortgagee to take measures and incur expenses to protect its security; (c) would detract from the value of the Premises should Mortgagee come into

In accordance with the foregoing and for the purposes of (I) protecting Mortgagee's security, both of repayment by Beneficiary and of value of the Premises; (ii) giving Mortgagee the full benefit of its bargain and contract with Beneficiary and Mortgagor; (iii) allowing Mortgagee to raise the interest rate and/or collect assumption fees; and (iv) keeping the Premises and the beneficial interest free of subordinate financing liens, Beneficiary and Mortgagor agrees that if this Paragraph be deemed a restraint on alienation, that it is a reasonable one and that any sale, conveyance, assignment, further encumbrance or other transfer of title to the Premises or any interest therein (whether voluntary or by operation of law) without the Mortgagee's prior written consent shall be an event of default hereundar. For the purpose of, and without limiting the generality of, the preceding sentence, the occurrance at any time of any of the following events shall be deemed to be an unpermitted transfer of title to the Premises and therefore an event of default hereundar:

possession thereof with the intention of selling same; and (d) impair Mortgagee's right to accept a deed in lieu of foreclosure, as a

(a) any sale, con eyance, assignment or other transfer of, or the grant of a security interest in, all or any part of the title to the Premises or the beneficial indication of the content of the trust agreement with the Mortgagor;

(b) any sale, conveying assignment, or other transfer of, or the grant of a security interest in, any share of stock of any corporation (herein called a "Beneficiary Corporation") which is the beneficiary or one of the beneficiaries under the trust agreement with the Mortgagor, or of any corporation directly or indirectly controlling such Beneficiary Corporation;

(c) any sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any general partnership interest in any limited partnership or general partnership (herein called the "Partnership") which is the beneficiary or one of the beneficiarles under the trust agreement with the hiortgagor;

(d) any sale, conveyance, assignment, in other transfer of, or the grant of a security interest in, any share of stock of any corporation directly or indirectly controlling any such Purtnership.

Any consent by the Mortgagee, or any waiver of an event of default, under this Paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagee upon a subsequent event of default under this Paragraph, \*

30. This Mortgage is executed by the Mortgagor, not personally, but as Trustee aforesaid in the exercise of the power and

Exculpatory.

(Impress corporate seal here)

authority conferred upon and vested in it as such i	Frustee (and 1 MAL JAMATED TRUST AND SAVINGS BANK
hereby warrants that it possesses full power and a nothing contained herein or in the Note shall be co AMALGAMATED TRUST AND SAVINGS BAN	outhority to execute this instrument), and it is expressly understood and agreed that instrued as creating any liablity on the Mortgagor personally or on
Mortgage, or to perform any covenant, either exp	charge or premium that may accrue, hereon, or any indebtedness secured by this ress or implied herein contained, ill such flability, if any, being expressly waived by aiming any right or security hereunder, and that so far as Mortgagor and
personally are concerned, the legal holder or hold look solely to the Premises and Collateral hereby secure the payment thereof.	ers of the Note and the owner or owners of the Note and the owner or owners of the Note and the owner or owners of the security given at any time to executed this instrument as of the day and year tirst sucre written.
	AMALGAMATED TRUST AND SAVINGS BANK,
ATTEST:	not personally, but as Trustee Foresaid
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\*Notwithstanding the terms and conditions of Paragraph 29 hereof, Mortgagor and its beneficiaries shall have the one-time right to convey title to the Premises or to assign the beneficial interest thereof with the prior written consent of Mortgagee which shall not be unreasonably withheld; provided, however, that Mortgagee may, in its sole discretion, adjust the Interest Rate contained in the Note and/or charge an assumption fee with respect to any such transfer.

Trustee

signature of

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#### EXHIBIT A

LEGAL DESCRIPTION

ALL OF BLOCK 4 IN SMITH AND DAWSON'S SEVENTH ADDITION TO COUNTRY CLUB ACRES PROSPECT HEIGHTS, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT 13736697, IN COOK COUNTY, ILLINOIS

Commonly known as S.E. Cor. Elmhurst Rd. & Camp McDonald Rd., Prospect Heights, IL

Real Estate Index No. 03-27-200-004 7

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#### SCHEDULE OF LEASES

#### TENANT

General Rental Co., Inc.

#### FOOTAGE

6,000 S.F.

#### TERM

15 years with option to extend for 3 additional five (5) year periods.

Bond Drug Company of Illinois

12,600 S.F. on first floor; 2,450 S.F. on mezzanine level

40 years with option to terminate on last day of the 240th, 300th, 360th and 420th calendar months.

George D.

Aus Colonia Co Commencing on 12/15/85 and terminating on the date that gross rental from tenants is generated on an annualized basis of at least \$165,000.00.



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## UNOFFICIAL & COPY 9 1

Rider attached to Mortgage , Security Agreement and Financing Statement

in its individual corporate capace expressly agreed that nothing her any liability on said AMALGAMATED corporate capacity with respect this instrument, or to perform an contained, all such liability, if hereto and by every person now or hereunder, and the parties hereto instrument upon the express condi AMALGAMATED TRUST & SAVINGS BANK, or as said Trustee, to collect, rents, issues and profits arising the property or funds at any time ceeds arising from the sale or ot continue as such Trustee, or to respectively.	city, but as Trustee as aforesaid, as cein contained shall be construed as TRUST & SAVINGS BANK in its indivision any warranty or representation con complete any, being expressly waived by the hereafter claiming any right or in and such other persons shall acceptation that no duty shall rest upon seither in its individual corporate eceive, sequester or retain for any from the property hereinabove described any right, title or interest etain any right, title or interest and Trust Agreement.	and it is creating idual ontained in led, herein e parties ot this said e capacity, purpose the protect, or the protect, or to
Q <sub>/x</sub>	AMALGAMATED TRUST & SAVINGS BAN	
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	ODE COUNTY, ILLINOIS	
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COUNTY OF COOK )	1986 JAN 23 PM 2: 09 8603189	
SAVINGS BANK, and Screwing of said banking corporation persons whose names are survice President and Assistance, this day in person and the said instrument as the free and voluntary act of the uses and purposes them secretary did also then are of the corporate seal of said bankown free and voluntary act	A Notary Public aforesaid, do hereby certify, that Vice President of AMALGAMATE Assistant Son, personally known to me to be the abscribed to the foregoing instrumed and Secretary, respectively, appeared acknowledged that trey signed and eir own free and voluntary acts, and said banking corporation, as Trustrein set forth; and the said Assistant there acknowledge that the as consaid banking association, did affix a said banking association and a said banking corporation to said instruments.	D TRUST & ecretary e same nt as such ed before delivered d as the ee, for ant ustodian the said t as her t of said nerein
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