DEPT-41 RECORDING 14.00 TRAN 8850 29/17/87 14:41:00 #4904 # ID W-87 510172

COOK COUNTY RECORDER

Above Space For Recorder's Use Only

July 27 THIS INDENTURE, made .. Darshan's Illinois Properties Four, Inc an Illinois cornoration 12548 S. Western Avenue. Blue Island. Illinois (CITY) herein referred to as "Morigagors," and The Northern Trust Company, Illinois corporation 50 South LaSalle Chicago, Illinois 6067 Street

CAUTION: Consult a temper before using or soling whele this to

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Two Million and 00/100 (See Section 24 of the attached Rider)-----=. DOLLARS (\$ 2,000,000,00), payable to the order of and delivered to the Mortgages, in and by which note the Mortgagors promite to pay the said principal aum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the _ day of _ 19.89, and all of said principal (no interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the free of the Mortgages at 50 South LaSalla Street, Chicago. <u> 1111nois 60675</u>

NOW, THEREFORE, the Mori and is to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the research of the covenants and agreements herein contained, by the Morigagors to be performed, and also in consideration of the sum of One Dollar in than paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Morigagee, and the Morigagee's successor, and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to with

Lots 8, 9, 10, and the East 75 feet of Lot 11 in Sages Subdivision of the South Half of Lot 1 (except the West 321 feet thereof) in Assessor's Division of the Southeast Ouarter of the Southeast Quarter of Section 25, Township 37 North, Range 13, East of the Third Principal Maridian, in Cook County, Illinois; excepting therefrom the East 7 feet of the above-deroribed property taken by eminent domain by the State of Illinois in Condemnation Proceedings in Case Number 73L11968 in the Circuit Court of Cook County, Illinois, County Department - Law Division, entities "The Department of Transportation of the State of Illinois vs. Transco Corporation, et al., (judgment entered March 17, 1976), in Cook County, Illinois.

Permanent Tax No. 24-25-423-032, Volume 247

which, with the property hereinafter described, is referred to herein as the "premises."

Which, with the property nerematter described, is referred to nerem as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto by orging, and all rents, issues and profits thereof for so long and during all such times as Morigagors may be entitled thereto (which are pledged primarily and one put by with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, who ow shades, storm doors and windows, floor coverings, inador bedy, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said, et it exists whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Morigagors or their successors or assigns shall be considered as constituting part of the real estate.

TO MANE AND TO MOUNT has mention which had become and the More and account of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of It inois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The liming of a record owner is: Darshan's Illinois Properties Four.

This interigage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this remeage) are incorporated been in by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

With, as the hand . . . and seal . . . of Mortgagors the day and year first above written. (Seal)

Darshan's Illinois Properties Four. I

PLEASE PRINT OR TYPE NAME(S) BELOW BIGNATUREISI

Richard F. Nipert, Assistant Secretary

DO 531. President Seal) Darahan S. Dhallwal,

Wincons in State of Himber, County of

Milwaukee

1, the undersigned, a Notary Public in and for said County Dhaliwal and Richard F. Nipert

in the State aforesaid, DO HERENY CERTIFY that Darshan S.

MPRIES SEAL HI,RE

_ whose names_<u>Ato</u> subscribed to the foregoing instrument. personally known to me to be the same person five and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the

Given under my hand and official seal, this 19-5

Attest:

Kath O. Wal-40 40 -

19_87 KULL: A. Halmasen

This instrument was prepared by Edward L. Lembitz, 8000 Sears Tower, Chicago, Illinois 60606

RAME AND ADDRESS.

REDWARD L. Lembitz, 8000 Sears Tower, Chicago, Illinois 60606

Jembitz, 8000 Sears Tower, Chicago, Mail this uprement to

OR RECORDER'S OFFICE LOX NO. 33

(STATE)

604635 /13502

BOX 334

- THE COVENANTS, CONTITION AND PROVISIONS REFERRED ON DATE IN THE REVERSE SIDE OF THIS MORTGAGE):

 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee: (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises: (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
 - 2. Mortgagots shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default heraunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
 - In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Morigagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Morigagors, or changing in any way the laws relating to the taxation of morigages or debts secured by morigages or the manner of collection of taxes, so as to affect this morigage or the debt secured hereby or the holder thereof, then and in any such event, the Morigagors, upon demand by the Morigagee, 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 Mortgagers to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
 - 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
 - 5. At such time is the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall help all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and wilds orm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies provide, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and the lifetiver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein. Martzagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed experient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in on perior therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and 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 highest rate now permitted by Illinois law. Inaction of Mortgagoe shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby pathorized relating to taxes or assessments, may do 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 lim, or title or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, some due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (1) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, rubblication 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, title insurance policies, Torrens certificates, and similar data and assurances 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 premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon it the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probational and bankruptcy proceedings, to which the Mortgagee shall be a party, 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 any actual or threatened suit or proceeding which might affect the premises or the security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items is we mentioned in the preceding paragraph hereof; second, all other items which 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 rote; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which size complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagore may be appointed as such receiver. Dura receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such forectosure suit and, in case of a safe and a deficiency, during the full statutory period of redempilon, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 14. The Morigagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any Interest.
- 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be hold to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
- 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note account fereby.

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Rider Attached to Mortgage Dated as of July 27, 1987 to the Northern Trust Company as Security for a \$2,000,000 Note.

- 20. Mortgagor has executed and delivered to Mortgagee an Assignment of Rents of even date herewith as additional security for the Note. Mortgagee shall have the rights and privileges provided for in said assignment to the same extent as if the covenants, conditions, and terms thereof were copied in full herein and of record. Mortgagor and Mortgagee each have in their possession, at the addresses shown above, fully executed copies of said assignment.
- 21. Moregror shall not and will not apply for or avail itself of any appreisement, valuation, stay, extension or exemption laws, or any fo-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of this mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of the Mortgagor and all persons beneficially interested therein, and each and every party acquiring any interest in or title to the premises subsequent to the date of this Mortgage to the extent permitted by law. The foregoing waiver of fight of redemption is made pursuant to the provisions of Section 15-1601 of the Illinois Mortgage Foreclosure Law or as otherwise might be provided under the laws of the State of Illinois.
- 22. Mortgagor represents and agrees that the obligation secured hereby: (a) constitutes a busines loan which comes within the purview of subparagraph (1)(c) of Section 4 of "An Act in relation to the rate of interest and other charges in connection with sales on credit and the lending of money," approved May 24, 1879, as amended (Ill. Rev. Stats., 1981 ed., Ch. 17, Sec. 6404 (1)(c)); and (b) is an exempted transaction under the Truth-in-Lending Act, 15 U.S.C. Sec. 1601 et seq.
- 23. Except as otherwise provided in the Credit Agreement, hereinafter referred to, so long as any indebtedness recured hereby remains unpaid:
 - (a) Mortgagor shall not, without Mortgagee's prior written consent, transfer, convey, alien, pledge, hypothecate or mortgage the premises; or
 - (b) any Affiliated Person ("Darshan S. Dhaliwal") shall not, without Mortgagee's prior written consent, transfer, convey, alien, pledge, hypothecate or alter in any way an interest he holds in the Mortgagor (whether in the form of a beneficial interest therein or otherwise) or in any entity which holds an interest in the Mortgagor (whether in the form of a beneficial interest therein or otherwise) at the time this Mortgage is executed; or
 - (c) the controlling shares of Mortgagor, without Mortgagee's prior written consent, be held by any person or persons other than the party or parties holding such shares on the date this Mortgage is executed.

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Such action or failure to act shall constitute an event of default under this Mortgage.

24. This Mortgage is executed as security for a Note issued under a Credit Agreement (the "Credit Agreement") of even date herewith among Mortgagor and others, as borrowers, and Mortgagee, as the lender, wherein Mortgagee is obligated to make advances up to an amount in the aggregate of \$2,000,000 and may, at Mortgagee's option, advance additional funds in order to protect Mortgagee's interest in the security. requipmed are to transport to the St.

Control of Country Coun advances may be made through September 30,1989. The Credit Agreement requires repsyment of all advances and accrued interest on September 30, 1989, unless the Credit Agreement is extended by Mortgagee as provided in the Credit Agreement. Any advances made are to relate back to the date of recording of this Mortgage as provided in Section 15-1302(a)(3) of the Illinois Foreclosure Law or as otherwise might be provided under the laws of the State of Illinois.

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