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LAND TRUSTEE MORTGAGE

The undersigned, UNION NATIONAL BANK & TRUST COMPANY, a banking association, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to the undersigned pursuant to a Trust Agreement dated FEBRUARY 10, 1987, and known as Trust Number 1355 hereinafter referred to as the "Mortgagor", does hereby mortgage and convey to Bnion National Bank & Trust Company, a banking association hereinafter referred to as the "Mortgagee", the following real estate in the County of Cook, State of Illinois, to wit:

LOT 77 IN STREAMWOOD GREEN MEADOWS EAST BEING A SUBDIVISION IN PART OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF SECTION 24 TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD P.M., IN COOK COUNTY, ILLINOIS

common address. LOT 77 - 140 FILBERT DRIVE, STREAMWOOD, IL 60107 PIN: 06-24-396-077 - 0000
Together with all buildings, fixtures or appurtenances now or hereafter

Together with all buildings, fixtures or appurtenances now or bereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, has, air conditioning, water, light, power refrigeration, ventilation or other services, and any other thing now or hereafter therein or thireon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves, water heaters, refrigerators, washing machines, clothes dryers, and all other such appliances (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not): and also together with all easements and the rents, issues and profits of said remises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgages, lien holders and owners paid off by the proceeds of the loan hereby secured.

To have and to hold the said property, with said buildings, improvements, fixtures, appurtenances and equipment, unto said Mortgagee forever for the uses herein set forth. Notwithstanding any or the provisions contained herein, the mortgagor hereby waives any and all rights of redemption from sale under any order or judgement of foreclosure on its own behalf and on behalf of each and every person, except judgement creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

To secure (1) The payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of FORTY EIGHT THOUSAND SEVEN HUNDRED THIRTY FIVE AND NO/100 DOLLARS (948,735.00), which Note, together with interest thereon as therein provider, payable in full at maturity. All payments are to be applied, first, to any late charges due, then interest, and the balance to principal, until said indebtedness is paid in full; (2) The performance of other agreeauts in said Note and Construction Loan Agreement dated OCTOBER 15TH, 1987, which are hereby incorporated herein and made a part hereof, and which provides, among other things, upon ten days notice from the Mortgagee for an additional monthly payment of one-twelfth (1/12) of the estimated annual taxes (unless the Mortgagee has pledged an interest bearing savings account to satisfy estimated taxes) assessments, insurance premiums and other charges upon the mortgaged premises, and (4) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note and Construction Loan Agreement dated OCTOBER 15TH, 1987.

THE MORTGAGOR COVENANTS:

A. (1) To paid said indebtedness and the interest thereon as herein and in said Note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attached thereto all taxes, special assessments, water charges, and sewer charges

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THE MORTOLOGIC CONSIDERATION

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against said property (including those herefore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a Master's or Commissioner's deed; and in case of loss under such policies, the Mortgagee is authorized to adjust collect and compromise in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the Mortgagee for suct nurpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness herety secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or datage, or commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Moragagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair. without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lighthereof; (6) To comply with the provisions of any lease if this Mo tgage is on a leasehold; (7) To perform all obligations under any declaration, covenant, bylaws, regulations, and constituent documents governing said premises if the Mortgage is on a condominium or a planned unit development: (8) Not to make, suffer or permit any unlawful use of any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (9) To comply with all requirements of law with respect to mortgaged premises and the use thereof: (10) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, or any apparatus, fixtures or equipment to be placed in or up in any buildings or improvements on said property, (d) any sale, assignment of transfer of any right title or interest in and to said property or any portion thereof, (11) Not to accept or acknowledge without the written consent of the Mortgagee being first had and obtained any sale, assignment of transfer of any beneficial interest in and to the above numbered trust; (20) To complete within a reasonable time any buildings or improvements row or at any time in process of erection upon the said premises; (13) To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and fees incurred or paid by the Mortgagee in any proceeding in which may be made a party defendant by reason of this Mortgage.

B. That in case of failure to perform any of the covenants herein; mortgagee may do on Mortgagor's behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at an interest rate equal to the prime rate as published in the Wall Street Journal plus 3%, varying daily shall become so much

March of the tone and experience of contract and contract view of the contract of na ur diale. The tro- leathernite orginisms esteining to esteining to esteember hage e<mark>arpepticht</mark> e of the series nombed year restances on remote carryging two approach bedrouding markers and the control addition of the stage of the stage of the control of the ole and agains down box yours very enterty dentity, because a green and been now to tarry abordona has been admerican conceens all ed vicupan with aspectant and add an with a fix form thegat field set. We wantedown: wester down from Francisco-field $\mathcal X$ ing abad bendi 10 kebah di 140 kebah di 150 kebah 150 kitat di 25 kebeberangkan beng distersi enter of the period of reducing terms of the borner and to neitering ೇಗಿಸಲಾಗಾಗಳು ಒಟ ತಂಡಲ್ ಅಥಾರ್ಥಾನವಾಗಿತ ಮಾಡಿ ಮರ ಕಟ್ಟು ಮತ್ತು ಸೇವಿಸಿ ರಿಜ ಸಾರ್ವಿಕಿಸಿ ಕಾರ್ವಿಕಿಸಲ್ ಸ್ಥಾಪಿಕಿಸಲ್ the Hortgages such resuments petalicues that remain with the Nortgages a di gazion senta i carrida de periode e de carrida dos secolos de carridades activadas in a ုလင်း မကြောင်နေရာ အနေရာက ကောင်းသည်သည်။ ကောင်း သို့သည် သည် သည်းသည် နေရာက်သည်။ အချိန်း လင်း အနေရာက်မြှော်မှာ မြေ o merically and experience to the common entering and extension and the common contract of the common entering our been steered afine-europauming) as of a double our markeine year no 🗸 commitain amabari ්ර වැ. එළු පත්, එමෙනු අතරන්නාව වන සංහෘතුමුන් කෙන්නේ ප්ලායේ විය. ජේවයම් වෘතිකටා, සංසන් (මිත **පාළමන** 403 6000 configuration (by the Carlotte Carlotte and the angle of the carlotte of the configuration) and the carlotte of the carlotte o grand that the tage (from out to though no teaching box aldoese Them report were interest to a new notion of the complete control of the control Tenms, conciped by verifier as the proper and energian acts and property of the state of the control of the state of the s ුව දර ප්රතිකාශයක් වෙන්ව වන අතුරු විස්ව වෙන්න වෙන්න වෙන්න වෙන්න වෙන්න විද්යාව විස්ව ද්යාව විස්ව දෙන on a summary of the first of the state of the sum the state of the secondary of decrear of the transfer the transfer of the secondary of the s clear commet (4) filist er brag er gemebetaber erke leren gemeterat tikele edd adelgang Gidawaya bes armenwan no supembel no gaidheafhan nedh ಯಾವುತ್ತಿದ್ದ ಇದ್ದಾರೆ ಇಗ್ರಿಯ ತಾಗಳ ಗಾತ್ರಗಳಿಗಳಿಗೆ ತನ್ನ ಪ್ರದೇಶಗಳ ಮತ್ತು ಪ್ರತಿ ಗಳು ಆಗಳ ಪ್ರತಿ ನಿರ್ವಹಗಳು ಮಾಲಾಗಳು ಮತ್ತು ಸಂಗರ್ಭವಾಗಿಗಳು ಮತ್ತು ಕೆಟ್ಟಿಕೆ ಬಳಿಸಲಾಗಿಗಳು ಪ್ರತಿ ಗಳು ಪ್ರವರ್ಷಗಳು ಮತ್ತು ಪ್ರಕರ್ಣಿಕೆ ಮತ್ತು ಪ್ರಕರ್ಣಿಕೆ pages to the end there is the property of the property of the period of the property of AV To provide the provided the provided the provided the provided of the provided the Care densely the terms of the per three is the missinglished outside a second of the continue of a transport of the second source o nother colours of the est to be an implement trail to make a mount mobilish exembles of the content of the conte gitter to be known to be whenever with a beginning respondence to the transmission of the state of the fact of ne decembritatione de desidence en la faction de béé angle estimated Vinter es la victima de la company de la la victima de la company de la c specialized more as see in more than all of decompositions The resultable and order ានិក្ខាស់ពីការដែល នេះ និក្សាសាល់ ទេក «១៤» ១៩១ ១៩១ ១៩១ «ប្រឹក្សាស់ក្រាស់ក្នុង ប្រឹក្សាស្ត្រី សេចប្រើប្រឹក្សាស្ត «ឯកមានការី ស្លាស់ការសុខ ១៩០ ១៤ សុខា បុខាល្ដី សែក ១៩ ប្រភព ពី ២៩៤ ក្រាស់ការប្រឹក្សាសុខ គឺការប្រើប្រឹក្សាសុខាស់ក प्रकार के स्थान वसरी संवन्ति वस विकास end to the same and the same series of the same ser of CSID sammer be entered severing and all man has the commit of CSO identified and the model of and the state of the second leaves tended and the control of estific of (21) transcribe acts will cape dolars to respect of a second of and specific of the state of the s Distriction that we with a transfer service with a second control of the was good burst granders was early additionable to be ು 1785-, ಈ ಅಧಿಕಾರ ಅಥ ಭಾರತ ಚರ್ಚರ್ಥಕರ ಬರುದು ಅವರು ಅವರು 13 ಸದರು ಮರ ವಾರದಾರಗಳು ಮಾರ್ಗಿಟ್ ಮಾರ್ಡ್ ಸ್ಟ್ der bed and the concent of this Mer bedan

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additional indebtedness secured by this Mortgagee with the same priority as the original indebtedness and may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing here contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

- C. That it is the intent hereof the secure payment of said Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or a later date, or having been advanced, shall have been repaid in
- D. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successors in interest with reference to this Mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the lability of the Mortgagor hereunder or upon the debt hereby secured.
- E. That time is of the essence hereof, and if default be made in performance of any coverant herein contained or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make any assignment for the benefit of its creditors or if its property be placed under control or in custody of any court, or if the Mortgagor abandon any of said property or in the event of the transfer of, or agreement to transfer, any right, little or interest in said property of any portion thereof, or in the event of any sale, assignment or transfer of any beneficial interest in and to the above-numbered trust, or if the Mortgagor fails to complete within a reasonable time, any building or buildings now or at any time in process of erection upon said premises, then and in any of said events, the Mortuagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable whether or not such default be remedied by the Mortgagor and apply toward the payment of said Mortgage indebtedness ary indebtedness of the Mortgagee to the Mortgagor and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made the premises enmasse without offering the several parts separately. That in the event that the ownership of said property, or any part thereof, becomes vested in a person other than the Mortgagor and any part of the sums secured hereby remain unpaid, and in the further event that the Mortgagee does not elect to declare such sums immediately due and payable, the Mortgagor shall pay a reasonable fee to the Mortgagee to raver the cost of amending the records of the Mortgagee to show such change of ownership.
- F. That upon commencement of any toreclosure proceeding in terms, court in which such bill is filed may, at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under it. In the them value of said premises, or whether the same of the same of the same of the transfer of the same of the transfer of the tra shall then be occupied by the owner of the equity of redemption as a homestead appoint a receiver with power to manage and rent and to collect the rents, issues, and profits of said premises during the pendency of such foreclosure shit and the statutory period of redemption, and such rents, issues and profits, when collected may be applied before as well as after the Master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and

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preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed Mortgagor shall remain in possession until the expiration of the full period allowed by the statue for redemption whether there be redemption or not and until the issuance of deed in case of sale, but it no deed be issued, until the expiration of the statutory period during which it may be issued, and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but it may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as in additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at an interest rate equal to the prime rate as published in the Wall Street Journal plus 3%, varying daily, which may be paid or incurred by or on behalf of Mortgagee for attorney's fees. Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees and commissions, count costs, publication couts and costs (which may be estimated as to and include items to be expended after the entry of the decree) of procuring all such abstracts of tille, title searches, examinations and reports, guaranty policies, Torrers certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suffer to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and pay the by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the note hereby secured; or (b) preparations for commencement of any suit for foreclosure hereof after the account of the right to foreclosure, whether or not actually commenced; or (c) preparations for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the premises or the security hereof. In the event of a forer source sale of said premises there first shall be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due the for up to the time of such sale, and the overplus, if any, shall be paid of the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

- 6. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or its assignee.
- H. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or brigafter to become due, under or by virtue of any lease or agreement for the the or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain, and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair said premises, buy furnishings and equipment therefor when

പ്രദേശ വരുന്നു. അതുവേരുമായും അവർ നിവര്യത്തിൽ അവർ നിവര് മാത്യുള്ള നിവ്യമ്യ നിവ്യത്തിൽ അതുന്നും അവർ നിവര്യത്തിൽ വരുന്നു വര്ത്തിന്റെ അവർ നിവ്യത്തിൽ വരുന്നും അവർ വരുന്നും അവര്യത്തിൽ വരുന്നും വരുന്നും അവർ അവർ അവർ article readying the state of the state of the state of Ministry of the St. a cartamos linda o merga ogli bestere por esa linda me apenda e da bes adom mo The formers are born absoluter and wear out the one part with these were give took with middle 1.1 the complete on the control of the second completely a pertend of the second three seconds. ကလုန်နဲ့ ကျက် မြောင်းသည်ကရာ မြောင်းလေနှင့် ရှိသည်။ လိုက်သည် သော သို့သည်တွေ လိုင်ရေး အိန်း မြောကာ အိန်းများသည်။ ကြောင်းနှင့် သူ့သည် ကြောင်းသည်။ အေလက်ကြောင်းသည် မြေသည် သို့သည် သည် သည် သည် အိန်းများသည်။ အိန်းများသည် အိန်းများ tia alos for eminado and al vermiederoni lamitación en es bebelonia expenditions to be meaned to demand and the continue to the correct to the manufacture of the continue and o Coronard amended flow and his wedantform to also emitting and his Meyper bases to Taledad no to ad barrages to trad ad ask. **ទី២, ប**កសៀប (សារ ស្នែ) ស្នំ <mark>ស្រា</mark>ងនៅ (ពេក ២៩ ២៩)។ សារ សមាស្នាយល់ ២៩ ២០ បាយ **បាយ ២២**២៩៨៩ ស្ន **មានសេច្ចសួល**ស្នាយ់ (សារ (ពេក សារាស សេច) ១ ១៩៩៩ ខែសារ (ពេក ១៤១ ១៩១៩១ ១, ២១៩៩៩៩៩) ២ សិទទេ ១៩ ស្នាស់ (ពេក ២៩៩៩) is a facility of the second data is grand a constant, is the after an indicated as a grand of the respective of the constant o ang dag amili dinggalan as the contract of the contract of additional state of the top and the contract of and sel than အား အခ အားအစားနေတာ့ (Be and Speed Mark Alexa) (Be and Suite Bates) အချိန်တွေ အချိန်တွေ<mark>း (မြေးများ</mark> (Bate ပါတွေအသည်းကြား အတြင်းအကြောင့်ကို နေရန် ကြို့ မွတ်ချိန်းကို အချိန်တွေ များကြေးများသည် မြင်း အ<mark>တို့ ဆွေးများနှ</mark> g in the second of the second tor mark pathware but book book book book best seems are been more edited (edite) បែប នេះគេម៉ាម៉ែងអ - version for നത്ത് നെയ്ക്കുന്നു. അത്രത്ത് ഉള്ളിം സംവാധനം നെയുക്കുന്നുന്ന് ഇന് പെയ്യുന്ന് ഉള്ള ഉള്ളത്ത് പെയുന്നത്ത്രെ അവര്യ പ്രതിശ്യായ പ്രത്തില് പ്രതിശ്യായ പ്രതിശ്യായ പ്രതിശ്യായ വര്യ വ്യായം വര്യത്ത്ത് പ്രതിശ്യായത്ത് ആവര്യം പ്രതിശ്യായ പ്രതിശ്യായ അതിരുന്നുന്നു. ഇവര്യം വിധാനം വിശ്യായ വര്യത്ത്ത് വിശ്യായ പ്രതിശ്യായില് വിശ്യായില് als and Book & തുരുവരുന്നത്. വരു പ്രവാധ നെ നിർ വിവ്യായ തരിന്റെ വിവ്യായ വിവ്യായിൽ വിവ്യായിൽ വിവ്യായിൽ പ്രവാധത്ത ഇപ്പെട്ടുത്തിൽ Model Manual നിർത്തിലെ തുടെ തിരുത്തിലെ പ്രവാധത്തിലെ വ്യായായിൽ പ്രവാശത്തിലെ വ്യായായിൽ വ്യായിലെ വിവ്യായിലെ വ്യായിലെ വ mante de la companya de la party de la companya de Presidente de la companya de la comp Presidente de la companya del companya de la companya de la companya del companya de la companya del companya de la companya de la companya del companya de la companya del companya on the resourcest and the constraint of the property of the resources of the day of the day of the constraint of the constraint and the constraint and the constraint of the c The control of the co magner afficed the premises of the second of the second of the description of the second of the commenced the commenced the second of the seco And the state of the first time of the species of the state of the sta ರ್ಷದಲ್ಲಿ ಮಾಡಿಕೆ ತಿಂದ ಮಾರ್ಕಾರ್ಯ ಕಟ್ಟಿಕೆ ನಡೆ ಕೊಡ್ಡು ಮಾರ್ಕ್ ಮಾರ್ಕ್ ಕಾಡಿ ಕೊಡ್ಡು ಕಟ್ಟಿಕೆ ಮಾರ್ಕ ಕಟ್ಟಿಕೆ ಮಾಡುತ್ತಿದ್ದ ಇಂದರ್ಭದಲ್ಲಿ ಮಾಡಿಕಿ ತಿಂದ ಮಾರ್ಕ್ ಕಟ್ಟಿಕೆ ಕಟ್ಟಿಕೆ ನಡೆ ಕೊಡ್ಡು ಕಟ್ಟಿಕೆ ಮಾರ್ಕ್ ಕಟ್ಟಿಕೆ ಮಾರ್ಕ ಕಟ್ಟಿಕೆ ಮಾರ್ಕ ಕಟ್ಟಿಕೆ ಮ . Percuin

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it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all payers, if any, which it might have had without this paragraph. No subt shall be sustainable against Mortgagee based upon acts or omission relative to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

- J. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of each other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that uncrever the context hereof requires, the masculine gender, as used herein shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagor and the powers herein mentioned may be exercised as often as accession therefor arises.
- K. Notwithstanding any of the provisions contained herein, the mortgagor hereby waives any and all rights of redemption from sale under any order or judgement of foreclosure on its own behalf and on behalf of each and every person, except judgement creditors of the nontgagor, acquiring any interest in or title to the premises subsequent to the date of this mortgage.
- L. The within mortgage secures an obligation incurred for the construction of an improvement on the land mortgage becein, including the acquisition cost of the land (if this is the case) and constitutes a "construction mortgage" within the meaning of Section 9-313(i)(c) of the Illinois Uniform Commercial Code.

This Mortgage is executed by the undersigned, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned thereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability of the undersigned personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned and its successors personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for

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the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF,

UNION NATIONAL BANK & TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its authorized officer designated below, and its componate seal to be hereto affixed and attested by its authorized officer designated below.

Dated this 15TH of OCTOBER, 1987.

UNION NATIONAL BANK & TRUST COMPANY AS TRUSTEE AFORESAID AND NOT PERSONALLY

Officer

By:

Jame D. Reith, A.V.P. & Tru

Attest:

Richard L. Bingaman, W.P.

STATE OF ILLINDIS

SEAL

I, Theresa L. Hardy, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jane D. keith, A.V.P. & Trust Officer of UNION NATIONAL BANK & TRUST COMPANY and Richard L. Bingaman, Vice President of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said dank, as Trust 2 as aforesaid, for the uses and purposes therein set forth; and the said Trust Officer - Vice President then and there acknowledged that said Trust Officer - Vice President as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Trust Officer - Vice President's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16 day of October, 1987

Prepared by: + mail to

Debra Duppler Union National Bank One Fountain Square Plaza Elgin, IL 60120

BOX 333-CC

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THERESA L. HARDY
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Aug. 3, 1991

OFFICIAL SEAL

COOK COUNTY, ILLINDIS

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OFFICIAL SEAL
THERESA L. HARDY
NOTARY PUBLIC, STATE OF ILLINOIS
My Conimission Expires Aug. 3, 1991

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