#### 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 Union National Bank & Trust Company, a banking association Thereinafter referred to as the "Mortgagee", the following real estate in the County of Cook, State of Illinois, to wit:

LOT 11 IN STREAMWOOD GREEN MEADOWS EAST BEING A SUDDIVISION IN PART OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF SECTION 24 TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD F.M., IN COOK COUNTY, ILLINOIS

common address: LOT 11 - 122 RED CEDAR DRIVE, STREAMWOOD, IL 60107

\$16.00

Together with all buildings, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power refrigeration, ventilation or other services, and any other thing now or hereafter therein or inareon, the furnishing of which by lessons to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, incardoor 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 premises which are hereby pledged, assigned, transferred and set over onto 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 Mortgages forever for the uses herein set forth. 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 cheditors 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 print pal sum of FIFTY FOUR THOUSAND FIGHT HUNDRED SEVEN AND 50/100 DOLLARS (\$54,507.50), which Note, together with interest thereon as therein provided, payable in full at maturity. All payments are to be applied, first, to any lite charges due, then interest, and the balance to principal, until said indebtedness is paid in full; (2) The performance of other agreements in said Note and Construction Loan Agreement dated OCTOBER 15TH, 1987, which are wherey 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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ം നെ വരുത്തുന്നു. ഒരു വിവിദ്യായി വിവ്യം തിരിവായ പ്രത്യാതുമുന്നത് തിരിയ തിരിദ്യ് ത്രത് നാവരുത്തു. ആദ്യ് ആദ് വര് അതിൽ വിത്ത് തുത്തുന്നായി ഇവരുത്തിന്റെ തിരുത്ത നിരിവായ എന്നത്തുന്നു. ഇത് ഉണ്ടെ അത്രമ്യത്ത്തെന്നു വരുത്തു വിത്യ ത്രത്ത്തെന്ന് ത്രത്തെന്നത്തെ വിത്രത്ത്തെ പ്രത്യാത്ത്തെന്നു. ഇത്തെ ത്രത്തെ വിത്യാത്ത്തെന്നു വിത്യാത്ത്തെന്നു. അത അവര്യ് ത്രിവ്യത്ത്തെന്ന് ത്രയം പത്രത്തെ നിരിത്തെ വിത്യത്തെന്നു. ഒരു വര്യത്തെന്നു. അത്രമായി വര്യത്തെ വരുത്തെന്നു. അത്രത്ത്തെന്നു വരുത്ത്തെ വരുത്ത്തെന്നു. അത്രത്തെ വിത്യത്തെന്നു. അത്രത്തെ വരുത്തെന്നു. അത്രത്ത്തെന്നു. അത്രത്തെ The growing and name to tropped solar transference in a commentary arrested years The star of progression is a second STANGER STANGE STANDERS A MADE GOOD OUT OF BUTTLE green god in roposa – rei pasa firma Arrom 网络对法 多的 经延行的 网络电流

ত্ৰাক্ত কৰি আৰু জনত ইংলাজ চন্দ্ৰ হয় জনসংখ্যা হয় তথা আৰু জনা আৰু প্ৰভাৱত কৰে কাৰ্যা হয় কি কোনালিক কাৰ্তি কৰি প্ৰথমিক কৰা আৰু এক জনত ভাগত ভাগৰ আৰু প্ৰথম কোনালে কুইলো চৰক্ষা কৰাই থাকাৰ কৰে কোনালেক কুইৰ কি ব্যাহৰণ এইক্টুৰে চন্দ্ৰ জনা জনাৰ হাটি কোনালেক কুইলো প্ৰভাৱত কৰি কিছিল। That a merel out about ್ ನಿಯಾಪಡೆಯ ಇ**ಕ್ಕಾರ್.** ಅದರ ಕಾರ್ಯ ಮಾಡುತ್ತಲ್ಲಿ ಅವರ ಕಾರ್ಯ ಮುಖ್ಯ ಮುಖ್ಯ ಪ್ರಾಪ್ತಿಯ ಬಳಿಸುತ್ತಿದ್ದಾರೆ. ಕೈತಿಕಾಗಿ, ಡಾತಿ ಹಾಕಿಯಾಗಳು ಮೃತ್ತಿ ಅವರು ಮಗ್ಗಳ ಚಾರಿಕ ಅವರು ಪಡೆದ ಕಾರ್ಯಕಾರಿಯಿಂತ ತಿರುವಾಗುತ್ತಿದ್ದಾರೆ. ಕೇರಿತ ತಾವಾಗಿಕ ಮತ್ತ ಕಾರ್ಯಕ್ಕೆ ಮಾಡುತ್ತಿದ್ದಾರೆ. ಅವರ ಕಾರ್ಯಕ್ಕೆ ಮಾಡುತ್ತಿದ್ದಾರೆ ಮಾಡುವ ಮಾಡುವಾಗುತ್ತಿದ್ದಾರೆ. ಅವರು ಮಾಡುವಾಗುತ್ತಿದ್ದಾರೆ ಮತ್ತು ಮ 1. 15 1 Call the territory of the control of the ing the state of t Service Post Continue and sould become our error story a country. THE RESIDENCE OF THE PROPERTY wild that the second problems from the commence of the Made man and a second Contraction Properties about a constraint control of the transfer of the property of the second of the property of the control of the cont Spaces transmit to the Care call on the fill hat their economic spaces by Elimpian in the contract management of the contract of white is a second fift. endressmone or service the control of the control o ong boling markita mole sakatamang olakasan ne s early to the target of a the other the time space money that one in the confidence homeographic the company of the ordered as a subtract of the property of ്ട് പുരുത്തില് വിവര്ത്തില് വിവര്ഷ്ട് വിവര്ഷ്ട് വിവര്ഷ്ട് വിവര്ഷ്ട് വിവര്ഷ്ട് വിവര്ഷ്ട് വിവര്ഷ്ട് വിവര്ഷ്ട് വിവ ആക്കുന്നത്തില് വിവര്ദ്ധ വിവര്ഷ്ട് വിവര്ഷ്ട് വിവര്ഷ്ട് വിവര്ഷ്ട് വിവര്ഷ്ട് വിവര്ഷ്ട് വിവര്ഷ്ട് വിവര്ഷ്ട് വിവര്ഷ്ട് വിജിജ്ജ് എന്ന് വിവര്ഷ്ട് വിവര്ഷ്ട

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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, vanchers and releases required of it to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any increance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until s id indebtedness is paid in full; (4) Immediately after destruction or damage, or commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Nortgagee 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 lien hereof; (6) To comply with the provisions of any lease if this fortgage 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 develorment : (8) Not to make, suffer or permit any unlawful use of any buisance 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 parmit, 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 apon any buildings or improvements on said property, (d) any sale, assignment or 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 conserv of the Mortgagee being first had and obtained any sale, assignment or transfer of any beneficial interest in and to the above numbered trust; (2) To complete within a reasonable time any buildings or improvements now 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

Streetway to .. 1000000 and the control of th TENNING FORTHER off of this lay form twice who with the following for the factor of the properties of contract to head of the To rectablish the contradiction of the state extend to every out time interrible commence and let a person your appropriate commences entropy. The fixed mentality that and the armonomic transfer about the foregrowing continued by the entire of foliar externative test to been as the many afternoon exemples made been and the community above with the continuous of the arresponding to the continuence of the STARTON DEFINED THE STARTON OF THE WESTERN STARTON STARTON OF STARTON OF THE STAR Liberary desired and the definition of the property of the property of the contract of the contract of the property of the contract of the con month partition received the end make make their many consistions for hearther taken a recomb do eldovan sisk e kuntuskiska to seka er top tope stren sod en eldeven The reserve your express of the variety grown in the second relationship to the second relationship and the contractions The \$3 with at temperature complete to will instruct the companience who have the property and a through the mean continue of anythrought of the continue of th or their management of the first of the second of the seco to altering the same and the topperation of each I so hard one agree their bost expensioned 3.3 Decrease present the surface of the partie of the control o all encourses remeded a red or language enqueries of as the beauty with the ം കുടുത്ത നിയ്ക്കുന്നത്തിലെ അവ തടുത്തിലെ അവരോഗ്യാവര് കുടുത്തിലെ വര്യം പ്രധാനത്തിലെ അവരോഗ്യാവര് വിവര്യം പ്രധാനത്തിലെ അവരോഗ്യാവ് പ്രധാനത്തിലെ പ്രധാനത്ത്രത്തിലെ പ്രധാനത്ത്രത്തില ලක්ෂ වීල 10 197 වසා වෙත පත්ති පත් කි.මට් ව සහ වෙතවරට ඉවළ විට සමාලම් මෙන් n of the first of the first of the second of what is extended until east sectored as a sectored to the test the constant of the landed in a training of the commence and prompts of the complete state as the commence of the complete state as the commence of the complete state and prompts of the complete state and prompts of the complete state and the complete state ាន មានស រាវាស្ថាស់មានស្ថានមុខ ស្រុក គម្មានស្ថាស់ ស្រែក មាន មានស្ថាស់ការបានមាន ១០ ស្តារការប្រជាអ្នក ्रात्रकार्यकार कर्षा है है। स्वार्यकार के स्वतान कि सम्बद्धकार करते हैं। इस स्वार्यकार के कि स्वार्यकार के स्व इस से कार्यकार के साथ के स्वार्थकार का स्वार्थकार के स्वार्थकार के स्वार्थकार करता है। इस से से से से से से स The Control of the second function of the control of the control of the second state of the control of the cont ernorman in the contraction of the standard of the standard of the standard of the province of the province of the province of the province of the standard o constructing of (T) statements of realization and the second and a comparison of the second of ton mossistianbriog was garagement black out to THE RESERVE WAS A TO SEE THE SECTION OF THE PARTY OF THE 196 1960 element of the fitte of natively The second of the spirit of the second in the final line The A. Lee of Proportion Control of the grant page - स्वरंतिक अर्थ । वर्षेत्री अर्था को इत्तर्पक्ष स्वरंतिक विद्वाराज्ञ I be see advant and the moved manage <u>ឬលើកសស់យុ សាសា ១០៦ (២០១ឌ្ឍ១៣ មេ្យាទ</u> ent destruction of the second ry - i partiente romes i la fireammencammi b tion in the design of the state of the second state of the second war Ikmobilotam eno espatorum yawa rota katika Kempulai ya hamwa lento nifi halimawania kitarikit များကျွန်းကြောကျောင်း မည္ မည္သည့္ မြင့္သည့္ ကို သို႔ မင္းကြာလုပ္သည့္ မို႔ သို႔ေသမတ္ကြည္မွာကို မည္းသည္။ အေျပာသည္ ၁၂ မင္းကြာေတြ မင္းကြာ အသြင္းသည္။ အေျပာသည္ အေျပာသည္ အသြင္းသည္။ အသြင္းသည္ အသြင္းသည္။ သင္းသည္သည့္သည့္ သင သည္သည္သည္။ မည္သည့္သည့္ သည္သည့္ သည္သည့္သည့္ သည္သည့္ သည္သည့္ သည္သည့္ သည္သည့္ သည္သည့္ သည္သည့္သည့္သည့္သည့္ သည္သည့္ មិនប្រជាពីក្រុម ប្រជាពីក្រុម ប្រជាពីក្រុម ប្រជាពីក្រុម ប្រជាពីក្រុម ប្រជាពីក្រុម ប្រជាពីក្រុម ប្រជាពីក្រុម ប្រ បានសម្រេច បានសម្រេច ប្រជាពីក្រុម ប្រជាពីក្រុម ប្រជាពីក្រុម ខេត្ត ប្រជាពីក្រុម ប្រជាពិក្រុម ប្រជាពីក្រុម ប្រជាពិក្រុម ប្រជាពិក្រុម ប្រជាពិក្រុម ប្រជាពិក្រុម ប្រជាពិក្រុម ប្រជាពិក្រុម ប្រជាពិក្រុម ប្រជាពិក្រុម ប្រាជ្យ ប្រជាពិក្រុម ប្រជាពិក្រុម ប្រជាពិក្រុម ប្រជាពិក្រុម ប្រជាពិត្ត ប្រជាពិក្រុម ប្រជាពិក្រុម ប្រជាពិក្រុម ប្រជាពិក្រុម ប្រជាពិក្រុម ប្រជាពិក្រុម ប្រជាពិក្រុម ប្រជាពិក្រុម ប្រជាពិក្រុម ប្រជាពិត្ត ប្រជាពិក្រុម ប្រធិតិក្រុម ប្រធិតិក្រុម ប្រធិតិក្រុម ប្រធិតិក្រុម ប្រធិតិក្រុម ប្រធិតិក្រុម ប្រធិត ing the committee of the test of the committee of the test of the committee of the committe in the community of the second of the second of the second of the control of the La lorge de la companya de la compan retelomes ric rangers of (包括) From (money book same news) any to the second of the constant of the part of the part of the second terrandonal less to their popularization for year and party or a song planet conquer to a concerned in the contraction and the contract of party Because on our anarmaticate

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 part.
- 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 limitity 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 covenant 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 said property, or upon the filing of a proceeding in Dankruptcy by or against the Mortgagor, or if the Mortgagor shall make any assignment for the benefit of its creditors or if 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, fitle 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 Mortgagee 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 Mortgages 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 any 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 of 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 cryer the cost of amending the records of the Mortgagee to show such change of ownership.
- F. That upon commencement of any foreclosure proceeding hereunder, the court in which such hill is filed may, at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under it, and without regard to the then value of said premises, or whether the same 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 suit 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 proporty. 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 he 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 liem 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 togethor 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, stemographer's fees, Master's fees and commissions, court costs, publication costs 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 title, title searches, examinations and reports, guaranty pulicies, Torrers certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or 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 payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a ranky by reason of this Mortgage or the note hereby secured: or (b) preparations for commencement; of any suit for foreclosure hereof after the accrual of the right to foreclosure, whether or not actually commenced; of (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, whether or not actually In the event of a fore losure sale of said premises there first shall be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness thether due and payable by the terms hereof or not and the interest due thorons up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

- G. 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 Mortgageo as it may elect, to the immediate reduction of the indebtedness secured bereby 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 hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said leave 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 the enforce collection thereof, employ renting agents or other employees, alter or repair said premises, buy furnishings and equipment therefor where

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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 lowers, if any, which it might have had without this paragraph. No sort shall be sustainable against Mortgagee based upon acts or omission relating to the subject matter of this paragraph unless commenced within slatz 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 govenant 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 wherever 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 successors and assigns of the Mortgagor; and the successors and assigns of the Mortgagoe; and that the powers herein mentioned may be exercised as often as organion 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 mortgagor, 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 herein, including the acquisition cost of the land (if this is the case) and constitutes a "construction mortgage" within the meaning of Section 9-3/3(1)(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 on 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 horeby 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,

UNIOM 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 corporate seal to be hereto affixed and attested by its authorized officer designated below.

Jane D. Keith,

Dated this 15TH of OCTOBER, 1987.

UNION NATIONAL BANK & TRUST COMPANY 65 TRUSTEE AFORESAID AND NOT PERSONALLY

A.V.F.

OFFICIAL SEAL

THERESA L. HARDY
NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires Aug. 3, 1991

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Attest:

Richard L. Bingaman, VX

STATE OF ILLINOIS COUNTY OF KANE

I, Theresa L. Hardy, a Notary Public in and for said County, in the State aforesaid, DO HERERY CERTIFY that Jane D. Keith, A.V.P. & Trust Officer of UNION NATIONAL BANK & TRUST COMPANY and Richard L. Bingamen, 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 Bank; as Trustee 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 ac' 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 20 day of OLTOVLV

1987

Prepared by:

+ mail to

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

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

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