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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 Union National Bank & Trust Company, a banking association hereinafter referred to as the "Mortgagee", the following real estate in the County of Cook, State of I)linois, to wit:

LOT 55 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: LDT 65 - 144 FILBERT DRIVE, STREAMWOOD, IL 60107 66 - 24 - 396 - C65; 06 - 24 - 301 - 00)

\$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 lass, air conditioning, water, light; power refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, flor 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 promises which are hereby pledged, assigned, transferred and set over into 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 of the provisions contained herein, the mortgagor hereby waives any and all rights of redemption from sale under any order or judgement of foreclosure or 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 Mortragor to the order of the Mortgagee bearing even date herewith in the principal sum of FIFTY FIVE THOUSAND TWO HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$50,285.00), which Note, together with interest thereon as therein provided, 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 agreements in said Note and Construction Loan Agreement dated OCTOBER 15TH, 1982, 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.

5700

#### THE MORTGAGOR COVENANTS:

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

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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 bwher 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  $\mathtt{deliver}$  on behalf of the Mortgagor all necessary proofs of loss, receip(s) vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand. a)1 receipts, vouchers 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 losurance claim to the restoration of the property or upon the indebtedness haraby secured in its discretion, but monthly payments shall continue until sold 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 Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage: (5) To keep said prefixes 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 (ien hereof; (6) To comply with the provisions of any lease if this Acrtgage is on a leasehold; (7) To perform all obligations under any declaracion, 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 thereoff (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. (h) any alterations, additions, demolition, removal on sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property. (c) any purchase on runditional sale, lease or agreement under which title is reserved in the window, or any apparatus, fixtures or equipment to be placed in or unon 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 oprtion thereof, (11) Not to accept or acknowledge without the written consumb of the Mortgagee being first had and obtained any sale, assignment or transfer of any beneficial interest in and to the above numbered trust; /(12) 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

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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 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 1 chility 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 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 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, litle 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 resonable 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 Mortjagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lies 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 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 cover the cost of amending the records of the Mortgagee to show such chaige of ownership.
- F. That upon commencement of any foreclosure proceeding hereunder, the 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, 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 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 Montgagor chall 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, appraison'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 expanded after the entry of the decree) of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies, Torrers certificates and similar data and assurances with respect to title an 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 berein 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 party 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; or (c) preparations for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the premises or the accurity hereof, whether or not actually commenced. In the event of a foreconsure 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 thereon 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 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 my excess over the amount of the indebtedness shall be delivered to the Mortgagor or its assignee.
- H. All easements, remts, 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 lose 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

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o<mark>nato karus ot</mark> tarus olys polykouga en delleten koy, en olymber eng of engalen olymber en en skelent olymber olymber olymber olymber. in his name in the expension of the personal field on measures of fishing appendicted book expect ad a trade of the second of the trade of the country with aid toward to the expension and a settle for mentioning consists a reference effect. நடித்த சென்ற சிருந்த சுருந்து இதன். இது சுதை நடித்து சுறு நடித்து இரு முதுத்து சென்ற நடித்து இது சுத்து சுத்து and enthallment about the material of most exited the section of section for section because in the section of ്ട് സ്വാര്യത്ത് ഈ സ്ത്രീത്ത് അത് അതിന്റെ സ്വാര്യ അവിച്ച് സ്ത്രീയ വര്ട്ട് സ്വാര്യത്ത് വിവര്യത്ത് വിവര്യത്ത് വേള ் நாழ் நடித்தி நடித்து அரு இருந்து இருந்து நடித்து இருந்து நடித்து நடித்து நடித்து நடித்து இருந்து நடித்து இரு allowed that was a second to be a function of the same and the second the second that a fine condition of the second that the second the tion what he wander with my weather, while hearty the my the incomment describes about method is an more siconduct the the fitter will be becomed by a contract which to thereof and he will assess on the fundament year and are ্রভারতের এই ভারতের ব্রেশ্বর ১৯৪৯ই জাল্পার্থের বিচারে ১০০ই জাল 1332 သက္သေဘာ ကိုကာသည့္သည့္ စြဲမျမႇိုင္တက္ေလာက္ေလာက္သည့္သို႔ မွာမွမ္မေသာက္သည့္သည့္ အေလာက္သည္သည့္သည့္သည့္သည့္သည့္ အမြ makera dimensi kecemé zistemen. Seur libera lelema le la esisté kisse i la la subject, combis and on bestignities of via dividual archibes been bestign contractioning torpa of to imminost and to electe will be to belong up and or emaking The production of the producti Cold of the Salmanas do respondent bus crass of their body contracts with o the water rate in the city of the consense of the contract of the test of the case of th often your to make ben on a control of Control for the part of the control <u>ವಾರಾಣಕ ಅಂತರ್ಯ ಸಾಧಿಕರ್ಯ ಹಣ ಜನಕ್ಕು ಸ್ಥಾಪಕ ಕರೆತಿಕೆ ಬ್ರಾಪಕ ಅಂತರ ಸೃತ್ಯಾಮಾರ್ಕಾರಿಗೆ ಮುಖೆ</u> රිගත්ව දින්න රාජ දැනු අතුරා කරනවා. එම සිට එම ප්රථාන වෙන් අතර වෙන්න් දැනුවෙන්. අත්තාන පුරුවේ වෙන්න සිට එම වෙන්න වෙන්න දැනුවේ දෙන්නු අතුරා සිට දෙන්නුවෙන් එවෙන්නු මෙන්න වෙන් දෙන්නේ වෙන්න ජනයා මෙන්නේ. එම විශ්යා සම්බන්ධ මෙන්නේ Smooth took was been about the wine of entries of the contribution of the contributi State areas The Burgo Person I from the week And the state of t sound the on chieven has been add 1.37 2.31 at begins not on drop the or new expansion

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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 bereby 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 powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or amission relating to the subject matter of this paragraph unless commenced within sirty 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 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 Mortgage; and that the powers herein mentioned may be exercised as often as occasion 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 incurrer for the construction of an improvement on the land mortgage harein, including the acquisition cost of the land (if this is the case) and constitutes a "construction mortgage" within the meaning of Section 9-313(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 therapy 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 becain 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 bereby 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 corporate 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 TRUSTER AFDRESAID AND NOT PERSONALLY

A.V.P.

SEAL

Jane D.

Tifficer

Attest:

Richard L. Bingaman,

Keith,

Cu

Open Open STATE OF 1LL1NOIS COUNTY OF KAME

I, Theresa L. Hardy, a Notary Puble in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jame 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 so 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 yet 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.

Biven under my hand and Notarial Seal this 16 Day of October 1987

> erisa Braht Notary Fublic

Prepared by: + Meul to

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

BOX 333-CC

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

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

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