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REAL ESTATE MORTGAGE

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THIS REAL ESTATE MORTGAGE (the "Mortgage") made as of this 12th day of November, 1987, by and between NORTHBROOK TRUST AND SAVINGS BANK, as Trustee under a written Trust Agreement dated November 5, 1987 and known as Trust No. 3011 (the "Mortgagor"), and NORTHBROOK TRUST AND SAVINGS BANK (the "Mortgagee").

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WITNESSETH: That to secure the payment of Mortgagor's Note in the principal amount of Eight Hundred Fifty Thousand (\$850,000.00) Dollars and the payment of any and all sums heretofore or hereafter loaned and advanced by Mortgagee to Mortgagor all of which sums together with the amount owing on the aforesaid Note shall not exceed One Million Five Hundred Thousand (\$1,500,000.00) Dollars and the performance and observance by the Mortgagor, and any guarantors of any indebtedness secured hereby and of all of the covenants, agreements, and conditions contained in said Note, this Mortgage, in all other instruments pertaining to the repayment of any indebtedness secured hereby (including any Guaranty thereof) and in any other security agreement relating to sums secured hereby, the Mortgagor hereby mortgages and conveys to the Mortgagee:

All those certain lots, pieces, or parcels of land with the buildings and improvements thereon situated, lying and being in the County of Cook in the State of Illinois, as set forth in Exhibit A, attached hereto and made a part hereof.

TOGETHER with all improvements, tenements, hereditaments, gas, oil, minerals, easements, fixtures and appurtenances thereunto belonging or pertaining; all apparatus, equipment and appliances now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, ventilation and refrigeration; all machinery and other equipment of every nature and kind used or useful in connection with the maintenance and operation of the premises and intended for the use of tenants or occupants; (all of the foregoing whether now on the premises or hereafter erected, installed or placed thereon or therein, or whether physically attached thereto or not, are and shall be deemed a part of said real estate as between the parties hereto and all persons claiming by, through or under them, and a portion of the security for said indebtedness); and also all the estate, right, title and interest of the Mortgagor in and to the premises. As to any of the property aforesaid which (notwithstanding the aforesaid declaration and agreement) does not so form a part and parcel of the real estate, this Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform

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REAL ESTATE MORTGAGE

THIS REAL ESTATE MORTGAGE (the "Mortgage") made as of this 15th day of November, 1987, by and between NORTHSHORE TRUST AND SAVINGS BANK, as trustee under a written trust agreement dated November 2, 1987 and known as Trust No. 5011 (the "Trust Agreement"), and NORTHSHORE TRUST AND SAVINGS BANK (the "Trustee").

WHEREAS, that to secure the payment of the principal amount of Eight Hundred Fifty Thousand (\$850,000.00) Dollars and the payment of any and all other indebtedness on behalf of and advanced by the Trustee to the Trustee, all of which shall be secured by a first mortgage on the above described premises, and the performance and observance by the Mortgagor, and any successors of any indebtedness secured hereby and all of the covenants, conditions, and obligations contained in said Mortgage, in all other instruments pertaining to the payment of any indebtedness secured hereby (including any guaranty thereof) and in any other agreement relating to the property, the Mortgagor hereby warrants and agrees to the following:

All those certain lots, pieces, or parcels of land with the full title and improvements thereon situated, lying and being in the County of Cook in the State of Illinois, as set forth in Exhibit A, attached hereto and made a part hereof.

TOGETHER with all improvements, fixtures and appurtenances thereon belonging or pertaining thereto, including but not limited to, but not limited to, water, light, heat, ventilation and refrigeration, all machinery and other equipment of every nature and kind used in connection with the maintenance and operation of the premises and intended for the use of tenants or occupants, all of the foregoing whether now on the premises or hereafter installed or placed thereon or on any other premises physically attached thereto or not, are and shall be deemed a part of said real estate as between the parties hereto and all persons claiming by, through or under them, and a portion of the equity for said indebtedness, and also all the estate, right, title and interest of the Mortgagor in and to the premises. As to any of the property aforesaid which (notwithstanding the above said recitation and agreement) does not so form a part and parcel of the real estate, this Mortgage is hereby deemed to be, as well as a Security Agreement under the Uniform

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Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to Mortgagee as Secured Party (as said term is defined in the Uniform Commercial Code), securing said indebtedness and obligations. Mortgagor represents and warrants that it is lawfully seized of the premises, that the same are unencumbered, and that it has good right, full power and lawful authority to convey and mortgage the same, and covenants that it will warrant and forever defend said premises and the quiet and peaceful possession of the same against any and all claims of all persons whomsoever;

TO HAVE AND HOLD the premises unto Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits Mortgagor does hereby expressly release and waive.

Mortgagor covenants and agrees:

1. To pay, when due, all sums secured hereby.
2. Not to abandon the premises; to keep the premises in good condition and repair and not to commit or suffer waste; to pay for and complete within a reasonable time any building at any time in the process of erection upon the premises; to promptly repair, restore, or rebuild any building or improvement now or hereafter on the premises which may become damaged or destroyed; to refrain from impairing or diminishing the value of the security and to make no material alterations of the premises.
3. To comply with all requirements of law or municipal ordinances governing the premises and the use thereof; and to permit Mortgagee to inspect the premises at all reasonable times.
4. To keep the premises free from mechanics or other liens or claims for liens of any kind; to pay when due any indebtedness which may be secured by a lien or charge on the premises, including, without limitation, any condominium association assessments, dues or charges, and, upon request, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such liens or claims.
5. To pay, ten days before any penalty attaches, all general taxes and to pay, when due, all special taxes, special assessments, water charges, drainage charges, sewer service charges and other charges against the premises, of any kind whatsoever, which may be levied, assessed, charged or imposed on the premises or any part thereof.

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Commercial Code for the purpose of clearing hereby a security interest in such property, which Mortgagee hereby agrees to recognize as valid and enforceable against all persons (including the United Commercial Code), securing said indebtedness and obligations. Mortgagee represents and warrants that it is lawfully bound of the premises, that the same are unencumbered, and that it has good right, title, power and legal authority to convey and mortgage the same, and warrants that it will warrant and convey said premises and the right and benefit hereof to the same person and all claims of all persons, howsoever;

TO HAVE AND HOLD the premises unto Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under the General Statutes of the State of Illinois, which said rights and benefits Mortgagee does hereby expressly release and waive;

Mortgagee consents and agrees:

1. To pay, when due, all sums secured hereby;

2. Not to abandon the premises, to keep the premises in good condition and repair and not to commit or allow any person to pay for and complete within a reasonable time any building or structure in the process of erection upon the premises; to promptly repair, replace, or rebuild any building or improvement now or hereafter on the premises which may become damaged or destroyed by natural or artificial means; to maintain the value of the security and to make substantial alterations of the premises;

3. To comply with all requirements of law or municipal ordinance governing the premises and the use thereof; and to permit the lender to inspect the premises at all reasonable times;

4. To keep the premises free from mortgages or other liens or claims for liens of any kind to pay when due any indebtedness which may be secured by a lien or charge on the premises; and to hold harmless, defend, indemnify and hold the lender harmless from and against all claims, damages, costs or charges, and upon request to produce satisfactory evidence of the payment and discharge of such liens or claims;

5. To pay, when due, before any benefit attaches, all annual taxes and to pay, when due, all special taxes, special assessments, water charges, drainage charges, sewer service charges and other charges against the premises, of any kind whatsoever, which may be levied, assessed, charged or imposed on the premises or any part thereof.

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6. To promptly pay all taxes and assessments assessed or levied under or by virtue of any state, federal or municipal law or regulation hereafter passed against Mortgagee upon this mortgage, or the debt hereby secured, or upon Mortgagee's interest under this mortgage, provided however, that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in the State of Illinois for commercial business loans of this type and provided further that in the event of the passage of any law or regulation affecting such highest lawful rate of interest, the entire indebtedness secured by this mortgage shall thereupon become immediately due and payable at the option of Mortgagee.

7. To exhibit to Mortgagee, at least annually and at any time upon request, official receipts showing full payment of all taxes, assessments and charges which Mortgagor is required or shall elect to pay hereunder.

8. To keep the premises continuously insured, until the indebtedness secured hereby is fully paid (or in case of foreclosure until expiration of the period of redemption, if any) against loss or damage under such types of hazard and liability insurance, in such forms and amounts and written by such companies as may be approved or reasonably required from time to time by Mortgagee; all policies whether or not required by the terms of this mortgage, shall contain loss payable clauses in favor of the Mortgagee (or, in case of foreclosure sale, in favor of the owner of the certificate of sale); in the event of loss, Mortgagor shall immediately notify Mortgagee in writing and Mortgagor hereby authorizes and directs each and every insurance company concerned to make payments for such loss jointly to Mortgagor and Mortgagee, and the insurance proceeds or any part thereof may be applied by Mortgagee, at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged, and any application thereof to the indebtedness shall not relieve Mortgagor from making any payments herein required until the indebtedness is paid in full.

9. To deliver to Mortgagee all policies of insurance, with evidence of premiums prepaid (renewal policies to be delivered not less than ten days prior to the respective dates of expiration), and all abstracts of title, title guarantee policies, Torrens certificates of title and other evidence of title to the premises, all of which shall be held by Mortgagee without liability, and in the event of foreclosure of this mortgage or transfer of title to the premises in extinguishment of said indebtedness, shall become the absolute property of Mortgagee. Mortgagee may, from time to time, at its option, waive, and after any such waiver, reinstate, any or all provisions hereof requiring deposit of insurance policies, by notice to Mortgagor in writing.

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6. To promptly pay all taxes and assessments assessed or levied under or by virtue of any state, federal or municipal law or resolution heretofore passed, applied or enforced upon this mortgage or the debt hereby secured hereunder, and to pay the same when due, and to pay the same when the mortgagee's interest under this mortgage, provided however, that the total amount so paid for any such taxes and assessments shall not exceed the interest payments on this mortgage together with the interest payable on any indebtedness which has exceeded the highest lawful rate of interest in the State of Illinois for commercial loans of this type and provided further that in the event of the passage of any law or resolution affecting such highest lawful rate of interest, the entire indebtedness secured by this mortgage shall thereupon become immediately due and payable at the option of the mortgagee.

7. To exhibit to the mortgagee, at least annually, and at any time upon request of the mortgagee, a true and correct statement of all taxes, assessments and charges which the mortgagee is required or shall elect to pay hereunder.

8. To keep the premises continuously insured with the mortgagee named hereby in fully paid for in case of fire and lightning and other perils, and to keep the premises insured against loss or damage under each type of hazard and liability insurance, in such forms and amounts and with the same companies as may be approved or recommended by the mortgagee, and to pay the same when due, and to pay the same when the mortgagee shall require in writing by the terms of this mortgage, shall contain loss payable clauses in favor of the mortgagee (or in case of loss payable shall in favor of the owner of the premises) and in the event of loss, the mortgagee shall immediately notify the mortgagee in writing and the mortgagee shall cause the insurance to be paid to the mortgagee or to such other party as the mortgagee may direct in writing, and every insurance company contract shall make payment for such loss jointly to the mortgagee and the mortgagee, and the insurance proceeds or any part thereof may be paid to the mortgagee, at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged, and any application in respect to the indebtedness shall not relieve the mortgagee from making any payments hereto required until the indebtedness is paid in full.

9. To deliver to the mortgagee all policies or contracts, with evidence of premium receipt (renewal policies to be delivered not less than ten days prior to the expiration date of expiration), and all abstracts of title and other documents, policies, tortious certificates of title and other evidence of title to the premises, all of which shall be held by the mortgagee without liability, and in the event of foreclosure of this mortgage or transfer of title to the premises, the mortgagee shall assign to the mortgagee, as a condition of the assignment of the absolute property of the mortgagee, Mortgagee, from time to time, at its option, waiver, and otherwise, any and all provisions hereto relating to the deposit of insurance policies, by notice to the mortgagee.

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10. To make monthly deposits with Mortgagee, if requested, in addition to any other payments required to be made hereunder of a sum equal to one-twelfth (1/12th) of the yearly taxes and assessments which may be levied against the premises and one-twelfth (1/12th) of the yearly premiums for insurance on the premises. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Mortgagee. Such deposits shall be used by Mortgagee to pay such taxes, assessments and premiums when due. Any insufficiency of such deposits to pay such taxes, assessments or premiums when due shall be paid by Mortgagor to Mortgagee on demand. Upon any default under this mortgage, Mortgagee may apply any such deposits to any obligation secured hereby or due hereunder. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided, shall not be affected except insofar as the obligations thereunder have been actually met by compliance with this paragraph. Mortgagee may from time to time at its option waive, and after any such waiver reinstates, any or all provisions hereof requiring deposits for taxes, assessments or insurance premiums, by notice to Mortgagor in writing. While any such waiver is in effect, Mortgagor shall pay taxes, assessments and insurance premiums as herein elsewhere provided.

11. To pay to Mortgagee any awards of damage resulting from condemnation proceedings or the taking or injury of the premises for public use, less reasonable costs and associated attorneys' fees and expenses of Mortgagor and the proceeds or any part thereof shall be applied by Mortgagee, at its option, after the payment of all of its expenses, including costs and attorneys' fees, to the reduction of the indebtedness hereby secured.

12. To deliver to the Mortgagee monthly reports of the rental income and expenses of the premises in such reasonable detail as the Mortgagee may require signed by the responsible operating official of the premises, except for leases between Mortgagor and its beneficiaries or beneficiaries' control corporation. Any detail needed to explain said reports shall be furnished on request from the Mortgagee including but not limited to copies of any subleases of the premises.

13. In the event of default in performance of any of the covenants or agreements herein contained, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor, in any form and manner deemed expedient 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 any other lien, encumbrance, suit title or claim thereof, or redeem from any tax sale or forfeiture affecting the premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee

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10. To make monthly deposits with Mortgagee, in addition to any other payments required to be made hereunder of a sum equal to one-twelfth (1/12) of the yearly taxes and assessments which may be levied against the premises and one-twelfth (1/12) of the yearly premiums for insurance on the premises. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Mortgagee. Such deposits shall be made by Mortgagee to pay such taxes, assessments and premiums when due. Any liability of such deposits to pay such taxes, assessments or premiums when due shall be paid by Mortgagee to Mortgagee on demand. Upon any default under this mortgage, Mortgagee may apply any such deposits to any default on account of any indebtedness. The responsibility of the mortgagee in relation to taxes, assessments and insurance shall be otherwise provided, shall not be affected by any other provisions hereunder. Mortgagee may, from time to time, in its discretion, and subject to the approval of the Board of Directors, waive or suspend any or all provisions hereunder relating to taxes, assessments or insurance premiums, provided that any such waiver is in effect. Mortgagee shall pay taxes, assessments and insurance premiums as herein elsewhere provided.

11. To pay to Mortgagee any amount of damage resulting from consequential fire or lightning on the premises or any other premises for which the mortgagee is liable and which is caused by fire, lightning, flood, wind, hail, or any other cause, and which is not covered by any other insurance policy. The amount of such damage shall be applied to the payment of all or part of the principal of the mortgage, and all other costs and expenses, including costs and attorney's fees, in the reduction of the indebtedness hereby secured.

12. To deliver to the Mortgagee monthly reports of the total income and expenses of the premises in such reasonable detail as the Mortgagee may require signed by the responsible managing official of the premises, except for leases below the value of the premises or below a certain amount of consideration. Any detail needed to explain and verify shall be furnished or requested from the Mortgagee. Nothing herein shall be construed to limit the right of the Mortgagee to obtain copies of any and all records of the premises.

13. In the event of default in performance of any of the covenants or agreements herein contained, Mortgagee may, but need not, with any payment or portion thereof, demand and require of Mortgagee, in any form and manner deemed expedient and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and discharge, compromise or settle any tax lien or any other lien, encumbrance, debt or claim thereof, or release from any tax rate or forfeiture affecting the premises or collect any tax or assessment. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee

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to protect the 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 rate set forth in the note described above. Mortgagee, making any payment hereby authorized relating to taxes or assessments, shall be the sole judge of the legality and validity thereof and of the amount necessary to be paid in satisfaction thereof.

14. If (a) default be made in payment, when due, of any sum secured hereby, or in any of the other covenants or agreements herein contained to be performed by Mortgagor or, (b) if there be a default in the terms and/or conditions of any other agreement between the Mortgagor any guarantor and the Mortgagee relating to the sum hereby secured or to any other indebtedness of the Mortgagor or any guarantor to Mortgagee or, (c) if any proceedings be instituted or process issued (i) to enforce any other lien, charge, or encumbrance against the premises, or (ii) against Mortgagor or any guarantor under any bankruptcy or insolvency laws, or (iii) to place the premises or any part thereof in the custody or control of any court through its receiver or other officer, and such proceedings are not dismissed or stayed on appeal or such process withdrawn within ten days after written notice to Mortgagor, or (d) in the event the Mortgagor shall convey title to any person or persons other than the Mortgagor, enter in any lease with a term, including renewal options exercisable at lessee's discretion, in excess of one year, except for leases between Mortgagor and its beneficiaries or beneficiaries' control corporations, enter into any lease or other agreement containing an option to purchase or receive title to the premises, or shall suffer or permit Mortgagor's equity of redemption to become vested in any person or persons other than the Mortgagor; or (e) if Mortgagor or any guarantor makes any assignment for the benefit of creditors, or is declared a bankrupt, or, (f) if by or with the consent or at the instance of Mortgagor or any guarantor proceedings to extend the time of payment of any sums secured hereby or to change the terms of this mortgage be instituted; then,

- I. All sums secured hereby shall, at the option of Mortgagee, become immediately due and payable without notice, with interest thereon, provided, however, the undersigned shall have ten (10) days after notice of default to cure a monetary default, and thirty (30) days after notice of default to cure a nonmonetary default.
- II. Mortgagee may immediately foreclose this mortgage after notice of default and expiration of cure periods. The Court in which any proceeding is pending for that purpose may, at once or at any time thereafter, either before or after sale, and without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and

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to obtain the proceeds and the lien hereof shall be as much as the additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate set forth in the note described above.

Notwithstanding any payment hereby authorized relating to taxes or assessments, shall be the sole judge of the legal and validity thereof and of the amount necessary to be paid in satisfaction thereof.

14. If any default be made in payment, when due, of any sum secured hereby, or in any of the other covenants or agreements herein contained to be performed by Mortgagee, (a) there be a default in the terms and or conditions of any other agreement between the Mortgagee and any party and the parties hereto to the sum hereby secured or to any other indebtedness of the Mortgagee or any party or to be repaid on, (b) if any proceedings be instituted in respect of any default, (c) to enforce any other law, order or judgment against the mortgagor, or (d) against the mortgagor or any guarantor under any bankruptcy or insolvency laws, or (e) to place the premises or any part thereof in the custody or control of any court through a receiver or other officer, and such proceedings be not dismissed or stayed on appeal or such process withdrawn within ten days after it is returned to Mortgagee, or (f) in the event the mortgagor shall convey title to any person or persons other than the Mortgagee, either in any lease with a term, including the reversion, or lease, or assignment, or otherwise, in violation of the terms of this agreement, or (g) if the mortgagor or any guarantor makes any assignment for the benefit of creditors, or is declared a bankrupt, or (h) if by or with the consent or at the instance of Mortgagee or any party, proceedings to extend the time of payment of any sum secured hereby or to change the terms of the mortgage be initiated, then

15. All sums secured hereby shall, at the option of Mortgagee, become immediately due and payable without notice, with interest thereon, pro- vista, however, the understated shall have ten (10) days after notice of default to cure a monetary default, and thirty (30) days after notice of default to cure a non-monetary default.

16. Mortgagee may immediately foreclose this mortgage after notice of default and expiration of cure periods. The Court in which any proceedings are pending for that purpose may, at any time thereafter, either before or after sale, and without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and

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without regard to the then value of the premises, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loan hereby secured is made), for the benefit of Mortgagee, with power to collect the rents, issues and profits of the premises, due and to become due during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, may pay costs incurred in the management and operation of the premises, prior and subordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the premises, and may pay all or any part of the indebtedness secured hereby or any deficiency decree, and Mortgagor hereby grants to Mortgagee the right, acting through itself, its agents or attorneys, either with or without process of law, forcibly or otherwise, to enter upon and take possession of the premises and property, expel and remove any persons, goods or chattels, occupying or upon the same, and to collect or receive all the rents, issues and profits thereof, and to manage and control the same, and to lease the same or any part thereof from time to time, and after deducting all reasonable attorneys' fees, and all expenses incurred in the protection, care, maintenance, management and operation of the premises, apply the remaining net income upon the indebtedness secured hereby, or upon any deficiency decree entered by virtue of any sale held pursuant to a decree of foreclosure.

- hereby;
15. To further secure the indebtedness secured
(a) Mortgagor hereby sells, assigns and transfers unto Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for, the use or occupancy of the premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements, and all the avails thereunder, to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of the premises as provided in Paragraph 14 hereof) to rent, lease or let all or any portion of the premises to any party or parties at such rental and

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without regard to the then value of the property...
was appointed a receiver (the provisions for the...
appointment of a receiver and assignment of...
rights being an express condition upon which the...
loan hereby secured is made), for the benefit...
of the mortgagee, with power to collect the rents...
issues and profits of the premises, but and to...
demand and during such foreclosure suit and the...
full statutory period of redemption not...
withholding any redemption of the receiver, out...
of such rents, issues and profits, when...
collected, any monies collected for the same...
shall be used for the payment of the principal, interest...
and taxes, if any, and then...
for the interest, taxes and other obligations...
incurred by the mortgagor, and...
any other and any other necessary charges for...
the business, and pay off on any debt...
the business secured hereby or any other...
claim, taxes, and mortgages, and pay...
mortgages due to the mortgagor, and...
claims of attorneys, either with or without...
process of law, for the expenses, to be...
upon and also to be paid for the principal and...
property, real and personal, any persons, goods...
or chattels, occupying or upon the same, and to...
collect or receive all the rents, issues and...
profits thereof, and to manage and control the...
same, and to lease the same or any part thereof...
from time to time, and after deducting all...
reasonable attorney's fees and all expenses...
incurred in the protection, care, maintenance...
management and operation of the premises, apply...
the same to the payment of the indebtedness...
secured hereby, or upon any delinquent...
rents or profits or upon any sale of...
property of the mortgagor.

12. If the receiver accounts the indebtedness secured...
by the mortgagee hereby sold, assigned and...
transferred to the receiver, issues and profits...
thereof and which may hereafter become due under...
by virtue of any lease, whether written or verbal...
or any liability, or by any agreement for the use...
or occupancy of the premises of any party, then...
which may have been permitted or may be hereafter...
made or agreed to or which may be made or agreed to...
by the receiver under the powers herein granted, it...
being the intent on hereby to establish an absolute...
transfer and assignment of all such leases and...
contracts, and all the several other rights...
incurred by the mortgagor hereby irrevocably assigned...
to the receiver, the same and legal title to the same...
and along with or without having possession of the...
premises as provided in Paragraph 11 hereof, to...
said receiver or his or any portion of the same...
lease to any party or parties at such rental and...

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upon such terms as said Mortgagee shall, in its discretion, determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of leases and agreements, written or verbal, or other tenancy existing, or which may hereafter exist on the premises, with the same rights and powers and subject to the same immunities, exoneration of liability, and rights of recourse and indemnity as Mortgagee would have upon taking possession pursuant to the provisions of Paragraph 14 hereof.

(b) Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of the said premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor. Mortgagor waives any rights of set off against any person in possession of any portion of the premises. If any lease provides for the abatement of rent during repair of the premises demised thereunder by reason of fire or other casualty, Mortgagor shall furnish to Mortgagee rental insurance, except for leases between Mortgagor and its beneficiaries or beneficiaries' control corporations, the policies to be in an amount and form and written by such insurance companies as shall be satisfactory to Mortgagee. Mortgagor agrees that it will not assign any of the rents or profits of the premises, except to a purchaser or grantee of the premises.

(c) Nothing herein contained shall be construed as constituting Mortgagee a Mortgagee in possession in the absence of the taking of actual possession of the premises by Mortgagee pursuant to Paragraph 14 hereof. In the exercise of the powers herein granted Mortgagee, no liability shall be asserted for enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor.

(d) Mortgagor further agrees to assign and transfer to Mortgagee all future leases upon all or any part of the premises and to execute and deliver, at the request of Mortgagee, all such further assurances and assignments in the premises as Mortgagee shall from time to time require.

(e) Nothing herein contained shall be construed to impose upon Mortgagee any of the obligations of Mortgagor under any leases or subleases of the premises now existing or which may hereafter exist, other than the collection of avails, rents, issues and profits thereunder.

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upon such terms as said mortgage shall be...
 interest, taxes, and local charges, and...
 available, taxes and charges...
 securing at any time hereafter, and...
 that mortgage shall become due under...
 of least and circumstances, written or...
 other remedy existing, or which may...
 exist on the premises, with the same...
 laws and subject to the same...
 title of title, and right of...
 title be hereafter, would have...
 consistent to the provisions of...

(2) Mortgagee's obligations and...
 the amount will be paid by...
 possession of any portion of...
 can be retained in advance...
 payment of none of the...
 tion of the said premises...
 waived, reduced, discharged...
 discharged or compromised...
 always any right of set off...
 possession of any portion of...
 lease provided for the...
 benefit of the premises...
 of the premises shall...
 to mortgagee, except for...
 between mortgagee and...
 financial interest...
 for rental and...
 mortgagee shall not...
 right of title of the...
 mortgagee of the premises...

(3) Nothing herein contained shall be...
 construed as...
 constituting a mortgage...
 in the absence of...
 of the premises by...
 in favor of the...
 mortgagee, and...
 of related...
 been expressly waived...

(4) Mortgagee further agrees to...
 transfer to mortgagee all...
 any part of the...
 delivery of the...
 further...
 as mortgagee shall...

(5) Nothing herein contained shall be...
 construed as...
 imposing upon mortgagee...
 mortgagee under any...
 which now existing...
 other than the collection...

BARBERS

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(f) Although it is the intention of the parties that the assignment contained in this Paragraph 15 shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this Section until a default shall exist under this Mortgage or any indebtedness secured hereby.

16. In any foreclosure of this mortgage there shall be allowed and included in the decree for sale, to be paid out of the rents or proceeds of such sale:

(a) All sums secured hereby and remaining unpaid,

(b) All sums advanced or paid by Mortgagee pursuant to this mortgage with interest,

(c) All court costs, attorneys' fees, appraisers' fees, expenditures for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantee policies, Torrens certificates and similar data with respect to title, as Mortgagee may deem necessary in connection with (i) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (iii) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. All expenditures and expenses of this type mentioned in this subparagraph (c) shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon. The proceeds of any foreclosure sale shall be distributed and applied to the items described in subparagraphs (a), (b), and (c) in order of priority inversely to the manner in which said subparagraphs are above listed and any surplus of the proceeds of such sale shall be paid to Mortgagor.

17. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on their own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in a title to the Premises subsequent to the date of this Mortgage.

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(1) Although it is the intention of the parties that the assignment contained in this Paragraph is to be a present assignment, it is expressly intended and agreed, notwithstanding anything to the contrary in any of the provisions of the laws of the State of New York, that the assignment shall not operate as a transfer of the title of the mortgaged premises until the assignment shall be recorded in the office of the County Clerk of the County of New York.

(2) In any foreclosure of this mortgage there shall be allowed and included in the proceeds for sale, to be paid out of the sale of proceeds of such sale:

(a) All sums secured hereby and remaining unpaid;

(b) All sums advanced or paid by the mortgagee or its assigns in the discharge of this mortgage with interest;

(c) All court costs, attorney's fees, expenses for depositions, subpoenas, and other expenses, together with the costs of advertising and sale, which may be incurred as herein provided and which shall be certified as to the amount of such expenses by the County Clerk of the County of New York, together with the amount of such expenses as may be certified by the County Clerk of the County of New York, together with the amount of such expenses as may be certified by the County Clerk of the County of New York;

(d) All sums advanced or paid by the mortgagee or its assigns in the discharge of this mortgage with interest;

(e) All sums advanced or paid by the mortgagee or its assigns in the discharge of this mortgage with interest;

(f) All sums advanced or paid by the mortgagee or its assigns in the discharge of this mortgage with interest;

(g) All sums advanced or paid by the mortgagee or its assigns in the discharge of this mortgage with interest;

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18. No remedy or right of Mortgagee shall be exclusive of but shall be in addition to every other remedy of right now, or hereafter, existing at law or in equity. No delay in exercising, or omission to exercise, any remedy or right, accruing on any default shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

19. Notwithstanding the provisions of Paragraph 10 hereof, Mortgagee is hereby authorized to elect to pay any insurance premiums on an installment basis.

20. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

- (a) release any person liable for payment of all or any part of the indebtedness or for performance of any obligation,
- (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof,
- (c) exercise or refrain from exercising or waive any right Mortgagee may have,
- (d) accept additional security of any kind,
- (e) release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

Upon full payment of all sums secured hereby at the time and in the manner provided, then this conveyance shall be null and void and a reconveyance or release of the premises shall be made by Mortgagee to Mortgagor.

21. All provisions hereof shall inure to and bind the respective heirs, executors, administrators, successors, vendees and assigns of the parties hereto, and the word Mortgagor shall include all persons claiming under or through Mortgagor (including, if this Mortgage is executed by a trust or trustee, any beneficiary thereof) and all persons liable for the payment of the indebtedness or any part

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18. The remedy or right of redemption shall be exclusive of debt shall be in addition to every other remedy of debt now or hereafter existing at law or in equity, to delay or withhold, or omission to exercise, any remedy or right, accruing on any default shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, and shall be subject to any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by the holder.

19. Notwithstanding the provisions of Paragraph 10 hereof, Mortgagee is hereby authorized to elect to pay any insurance premiums on an installment basis.

20. Without affecting the liability of Mortgagor or any other person except any person expressly released in writing for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagor with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, at law or in equity, after the maturity of said note, and without notice or consent:

(a) release any person liable for payment of all or any part of the indebtedness or for performance of any obligation;

(b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness or modifying or waiving any obligation or subordinating, modifying or otherwise dealing with the lien or charge secured;

(c) exercise or refrain from exercising or waive any right Mortgagee may have;

(d) accept additional security of any kind;

(e) release or otherwise deal with any property real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby;

upon full payment of all sums secured hereby at the time and in the manner provided, then this conveyance shall be void and a reconveyance or release of the premises shall be made by Mortgagee to Mortgagor.

21. All provisions hereof shall inure to and bind the respective heirs, executors, administrators, successors, assigns and assigns of the parties hereto, and the word "Mortgagor" shall include all persons claiming under or through Mortgagor (including, if this Mortgage is executed by a joint or joint and several obligors) and all persons liable for the payment of the indebtedness of any party.

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Thereof, whether or not such persons shall have executed the note, any guaranty or this mortgage. Wherever used, the singular number shall include the plural, the singular, and the use of any gender shall be applicable to all genders.

This Mortgage is executed by NORTHBROOK TRUST & SAVINGS BANK, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and invested in it as such Trustee and said Trustee hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing contained herein shall be construed as creating any liability on the part of Mortgagor individually to pay the Mortgagor's Note or any interest thereon, or any indebtedness accruing thereunder, 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 of security hereunder and that so far as Trustee personally is concerned, the legal holder or holders hereof shall look solely to the premises hereby conveyed and the enforcement of the lien hereby created or to an action to enforce the personal liability of any guarantor hereof.

IN WITNESS WHEREOF, the undersigned have executed this Mortgage as of the day and year first written above.

MORTGAGOR:

NORTHBROOK TRUST AND SAVINGS BANK, not personally, but as Trustee under a written Trust Agreement dated as of November 5, 1987 and known as Trust No. 3011.

ATTEST:

Andrew H. Dobzyn
Assistant Secretary
LAND TRUST OFFICER

By:

[Signature]
Trust Officer

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 NOV 18 PM 3:05-10-

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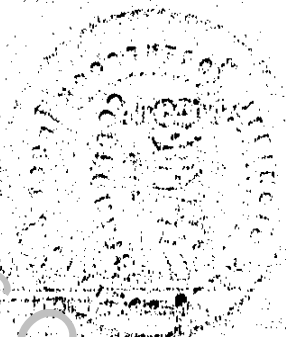
This document is a copy of the original document. It is not a legal document and should not be used as such. The original document is the only one that should be used for legal purposes.

This mortgage is executed by NORTHBROOK TRUST & SAVINGS BANK, and personally, but as trustee as expressed in the exercise of the power and authority conferred upon and vested in it as such trustee and said trustee hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing contained herein shall be construed as creating any liability on the part of any person or persons, or any individual or individuals, or any partnership or partnerships, or any corporation or corporations, or to perform any covenant or covenants or conditions or conditions contained in this instrument, or to be bound by the provisions and provisions hereof, or to be liable for any part of the same, and that as far as trustee personally is concerned, the legal duties of holder hereof shall not solely to the extent of the mortgage and the enforcement of the same hereby created or to be liable for any part of the same, liability of any guarantor hereof.

IN WITNESS WHEREOF, the undersigned have executed this mortgage as of the day and year first within above.

NORTHBROOK

NORTHBROOK TRUST AND SAVINGS BANK, not personally, but as trustee under a written trust agreement dated as of November 2, 1937 and known as Trust No. 3111.



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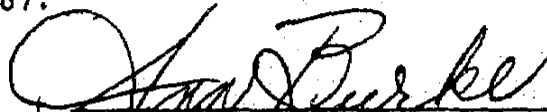
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, Notary Public,
and for said County, in the State aforesaid, do hereby
certify that E. J. Lucas personally
known to me to be the V.P. of NORTHBROOK
TRUST AND SAVINGS BANK and A. Dabzyn personally
known to me to be an LAND TRUST OFFICER of said corporation
and who subscribed to the foregoing instrument, appeared
before me this day in person and severally acknowledged that
they signed and delivered the said instrument as the
V.P. and LAND TRUST OFFICER of
said corporation for the uses and purposes set forth therein
and cause the corporate seal of said corporation to be
affixed thereto.

Given under my hand and official seal this 13th
day of November, 1987.


Notary Public

My Commission expires: My Commission Expires February 26, 1988

Notary Public of Cook County Clerk's Office

87619627

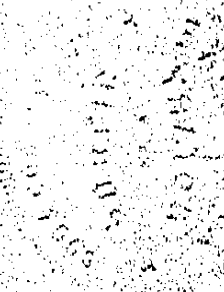
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STATE OF ALABAMA
COUNTY OF [illegible]

I, the undersigned, a Notary Public, do hereby certify that [illegible] personally appeared before me and acknowledged that they signed and delivered the said instrument as the [illegible] of said corporation and in the exercise of their powers and authority as such officers of said corporation.

Notary Public
[Signature]

My Commission Expires [illegible] 1988



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PARCEL 1: That part of the South half of the South East quarter of Section 27, Township 41 North, Range 9, East of the Third Principal Meridian, described as follows: Commencing at the North West corner of the South West quarter of said South East quarter thence Easterly along the North line of the South West quarter of said South East quarter a distance of 1065.41 feet to the center line of Lake Street as formerly located for the place of beginning, thence continuing Easterly along the North line of the South West quarter of said South East quarter and along the North line of the South East quarter of said South East quarter, a distance of 396.54 feet thence Southerly along a line that forms an angle of 88 degrees, 34 minutes to the right with the prolongation of the last described course a distance of 389.16 feet to the center line of U. S. Route 20, thence North Westerly along the center line of U. S. Route 20 a distance of 220.93 feet to the center line of Lake Street as formerly located, thence North Westerly along the center line of Lake Street as formerly located a distance of 370.63 feet to the place of beginning being situated in the Village of Bartlett, Hanover Township, in Cook County, Illinois.

PARCEL 2: That part of the South half of the South East quarter of Section 27, Township 41 North, Range 9, East of the Third Principal Meridian, described as follows: Commencing at the intersection of the center line of Lake Street as formerly located with the North line of the South half of the South East quarter of said Section 27, thence Easterly along the North line of the South half of said South East quarter, a distance of 396.54 feet for the point of beginning; thence continuing Easterly along said North line, a distance of 91.36 feet; thence Southerly along a line that forms an angle of 88 degrees 34 minutes to the right with the prolongation of the last described course, a distance of 220.17 feet to the center line of U S Route 20, thence North Westerly along said center line, a distance of 100.0 feet; thence Northerly, a distance of 389.73 feet to the point of beginning, being situated in the Village of Bartlett, in Cook County, Illinois.

PARCEL 3: That part of the South East quarter of the South East quarter of Section 27, Township 41 North, Range 9 East of the Third Principal Meridian described as follows: Commencing at the intersection of the center line of U. S. Route 20 with the center line of Bartlett Road; thence North Easterly along said center line of Bartlett Road a distance of 250.82 feet; thence North Westerly (parallel with the center line of U. S. Route 20) being along a line that forms an angle of 79 degrees 40 minutes to the left with the prolongation of the last described course, a distance of 230.49 feet for the place of beginning; thence continuing North Westerly along said last described course, a distance of 77.11 feet to a point on a line, if extended Northerly would intersect the North line of the South East quarter of the South East quarter of said Section 27 at a point 357.83 feet Westerly of the intersection of said North line with the center line of Bartlett Road; thence Southerly along said described line, a distance of 272.26 feet to the center line of U. S. Route 20; thence South Easterly along said center line of U. S. Route 20, a distance of 7.76 feet; thence North Easterly, parallel with the center line of Bartlett Road, a distance of 250.82 feet to the place of beginning, being situated in the Village of Bartlett, in Cook County, Illinois.

Property of Cook County

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PARCEL 1: That part of the South East quarter of Section 21, Township 41 North, Range 9 East of the Third Principal Meridian described as follows: Commencing at the intersection of the center line of Lake Street as currently located with the North line of the South East quarter of said Section 21, thence West along the North line of said South East quarter a distance of 100.00 feet to the center line of Lake Street as formerly located, bearing an angle of 89 degrees 30 minutes to the right with the last described course, a distance of 100.00 feet to the center line of U.S. Route 50, thence North West along the center line of U.S. Route 50 a distance of 100.00 feet to the point of beginning, being situated in the Village of Bellerose, in Cook County, Illinois.

PARCEL 2: That part of the South East quarter of Section 21, Township 41 North, Range 9 East of the Third Principal Meridian described as follows: Commencing at the intersection of the center line of Lake Street as currently located with the North line of the South East quarter of said Section 21, thence West along the North line of the South East quarter a distance of 100.00 feet to the center line of U.S. Route 50, thence North West along the center line of U.S. Route 50 a distance of 100.00 feet to the point of beginning, being situated in the Village of Bellerose, in Cook County, Illinois.

PARCEL 3: That part of the South East quarter of Section 21, Township 41 North, Range 9 East of the Third Principal Meridian described as follows: Commencing at the intersection of the center line of Lake Street as currently located with the North line of the South East quarter of said Section 21, thence West along the North line of the South East quarter a distance of 100.00 feet to the center line of U.S. Route 50, thence North West along the center line of U.S. Route 50 a distance of 100.00 feet to the point of beginning, being situated in the Village of Bellerose, in Cook County, Illinois.

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County Clerk's Office

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PARCEL 4: A/non-exclusive easement for ingress and egress to and from Parcels 1, 2 and 3 across the Southerly thirty feet (30') of that part of the South East quarter of the South East quarter of Section 27, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows: Beginning at the intersection of the center line of Bartlett Road with the North line of the South East quarter of the South East quarter of said Section 27; thence South Westerly along said center line of Bartlett Road, being a curve to the left, a distance of 129.65 feet; thence continuing South Westerly along said center line of Bartlett Road, tangent to the last described curve, a distance of 157.41 feet to a point that is 250.82 feet North Easterly of (measured along said center line) the intersection of the center line of Bartlett Road with the center line of U. S. Route 20; thence North Westerly parallel with the center line of U. S. Route 20, being along a line that forms an angle of 100 degrees 20 minutes to the right with the prolongation of the last described course, a distance of 307.60 feet; thence Northerly along a line that forms an angle of 65 degrees 14 minutes to the right with the prolongation of the last described course, a distance of 155.91 feet to a point on the North line of the South East quarter of the South East quarter of said Section 27, that is 357.83 feet West of (measured along said North line) the place of beginning; thence Easterly along said North line, a distance of 357.83 feet to the place of beginning, being situated in the Village of Bartlett, in Cook County, Illinois.

PIN# 06-27-403-017
06-27-403-009

Street Address 600 W. Lake Street - Bartlett, IL

Mail TO + Prepared BY
David A. Kalluck
c/o Hurley + Kalluck, Ltd.
One Lake Center
1200 Sherman Road, Suite 220
Northbrook, IL 60062

Prepared BY

BOX 333-CC

87619627

UNOFFICIAL COPY

PARCEL 4: A non-exclusive easement for ingress and egress to and from parcels 1, 2 and 3 across the southerly thirty feet (30') of that part of the south East quarter of the South East quarter of Section 27, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows: Beginning at the intersection of the center line of Bartlett Road with the north line of the South East quarter of the South East quarter of said Section 27; thence South westerly along said center line of Bartlett Road, being a curve to the left, a distance of 179.88 feet; thence southerly and South westerly along said center line of Bartlett Road, tangent to the last described curve, a distance of 171.44 feet to a point that is 150.82 feet North westerly of (measured along said center line) the intersection of the center line of Bartlett Road with the center line of U. S. Route 20; thence North westerly parallel with the center line of U. S. Route 20, being along a line that forms an angle of 100 degrees 20 minutes to the right with the prolongation of the last described course, a distance of 307.50 feet; thence Northwesterly along a line that forms an angle of 88 degrees 14 minutes to the right with the prolongation of the last described course, a distance of 155.91 feet to a point on the North line of the South East quarter of the South East quarter of said Section 27, that is 127.83 feet West of (measured along said North line) the place of beginning; thence Easterly along said North line, a distance of 337.83 feet to the place of beginning, being situated in the Village of Bartlett, in Cook County, Illinois.

PLAT # 06-07-003-001

See to case Street, Bartlett, Ill.

TO: [Name] BY: [Name]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

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00-003-CC