

THIS MORTGAGE, made this 7 day of January, 1987, between FRANCIS V. COOK AND TRUDY B. COOK, hereinafter referred to as Mortgagor, and FIRST TRUST & SAVINGS BANK OF GLENVIEW, individually, being an Illinois Banking Corporation, individually, hereinafter referred to as Mortgagee.

WITNESSETH:

THAT, WHEREAS, Mortgagor has concurrently herewith executed a Promissory Note bearing even date herewith in the principal sum of FOUR HUNDRED THOUSAND AND NO/100 (\$400,000.00) DOLLARS, made payable to the order of the Mortgagee and delivered, in and by which said Note the Mortgagor promises to pay said principal sum and interest at the rate and in the manner provided in said Note and in any office of the Mortgagee in Glenview, Illinois or at such other place as the holder of said Note may from time to time designate in writing;

NOW, THEREFORE, to secure the payment of the principal and interest of the Note secured hereby and any and all extensions, renewals and modifications thereof, and the performance of the covenants and agreement wherein contained and also in consideration of the sum of One Dollar (\$1.00) in hand paid and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Mortgagor does hereby grant, transfer, assign, mortgage and convey unto Mortgagee, its successors and assigns forever, real estate described on Exhibit A attached hereto and made a part hereof and situated in the County of Cook and State of Illinois, which, with the property hereinafter described, is referred to as the "premises,"

TOGETHER, with all buildings and improvements now or hereafter constructed upon said real estate or any part thereof, and all heretofore or hereafter vacated alleys and streets abutting said real estate, and together with all fixtures and equipment now or hereafter installed for use in the operation of the building or buildings now or hereafter constructed on said real estate, including, but not limited to, all lighting, heating, cooling, ventilating, air condition, plumbing, and electrical systems, and the appliances, fixtures, and equipment pertaining thereto, all awnings, water heaters, and carpeting, all of which buildings, improvements, fixtures, equipment and appliances are pledged primarily and on a parity with said real estate and not secondarily and which shall be deemed to be a part of the real estate;

TOGETHER, with all rents, issues and profits and leases thereof for so long and during all such times as Mortgagor, its successors and assigns may be entitled thereto, and the tenements, hereditaments, easements and appurtenances. (Any reference herein made to the "premises" shall be deemed to mean the above-described real estate and said buildings, improvements, fixtures, equipment, and appliances, and the rents, issues, profits and leases thereof, and said tenements, hereditaments, easements and appurtenances, unless the context shall require otherwise.)

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns, forever, for the purpose and uses set forth herein.

MORTGAGOR DOES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Payment of Principal and Interest. Mortgagor shall pay the principal and interest of the Note in accordance with the terms and provisions thereof and shall pay when due all other amounts provided herein.

2. Preservation and Maintenance of Property. Mortgagor will abstain from and will not permit the commission of waste on the premises and will keep the buildings, improvements, fixtures and equipment

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now or hereafter thereon in good repair and will make replacements thereto as and when the same become necessary. Mortgagor shall promptly notify Mortgagee in writing of the occurrence of any loss or damage to the premises. Mortgagor will not permit any portion of the premises to be used for any unlawful purposes. Mortgagor covenants and agrees that in the ownership, operation and management of the premises Mortgagee will observe and comply with all applicable federal, state and local statutes, ordinances, regulations, orders and restrictions, including, without limitation, all zoning, building code, environmental protection and equal opportunity statutes, ordinances, regulations, orders and restrictions. Mortgagee shall have the right at any time, and from time to time, to enter the premises for the purpose of inspecting the same.

3. Hazard Insurance. Mortgagor shall keep all the premises insured against loss or damage by fire and the perils covered by extended coverage insurance, and such other risks as may be required by Mortgagee from time to time. In the absence of any notice being given by mortgagee, the amount shall be equal to the face amount of the Note secured hereby. Mortgagor shall also provide liability insurance with such limits for personal injury and death and property damage as Mortgagee may, from time to time, require. All policies of insurance to be furnished hereunder shall be in form, content, and amount and with insurer or insurers satisfactory to Mortgagee, with a Standard Mortgage Clause and Lenders Loss Payable Clause attached to all policies in favor and in form and content satisfactory to the Mortgagee. The policies of all such insurance and all renewals thereof, together with the receipt evidencing payment in full of the premium thereon, shall be deposited with the Mortgagee and shall contain provision for thirty (30) days notice to the Mortgagee prior to any cancellation thereof. In the event of loss or damage, the proceeds of said insurance shall be paid to Mortgagee alone. Mortgagee is authorized to adjust and compromise such loss without the consent of the Mortgagor, to collect, receive and receipt for such proceeds in the name of Mortgagee and Mortgagor, and to endorse Mortgagor's name upon any check in payment thereof. The power granted hereby shall be deemed to be coupled with an interest and shall be irrevocable. Such proceeds, after deducting therefrom all costs and expenses of Mortgagee in collecting said proceeds, shall be applied toward the payment of all amounts payable by Mortgagor to Mortgagee hereunder, and toward the payment of the indebtedness secured hereby or any portion thereof, whether or not then due or payable. Mortgagee, at its sole option, may apply said insurance proceeds, or any part thereof, to the repair, rebuilding or replacement of the said premises. All of said policies of insurance shall be held by the Mortgagee as additional security hereunder and, in the event of sale of the premises on foreclosure, the ownership of all policies of insurance and the right to receive the proceeds of any insurance payable by reason of any loss theretofore or thereafter occurring, shall pass to the purchaser at said sale and Mortgagor hereby appoints Mortgagee, its attorney-in-fact, in Mortgagor's name to assign and transfer all such policies and proceeds to such purchaser. Mortgagor, at their option may choose to apply insurance proceeds to rebuild and restore the premises subject to the preconditions and pursuant to the provisions of paragraph 12. hereof.

4. Charges; Liens. Mortgagor shall pay when due all taxes and assessments that may be levied on said premises, and shall promptly deliver to mortgagee receipts showing payment thereof. Mortgagor shall pay when due all taxes and assessments that may be levied upon or on account of this Mortgage or the indebtedness secured hereby or upon the interest or estate in said premises created or represented by this Mortgage whether levied against Mortgagor or otherwise. In the event payment by Mortgagor of any tax referred to in the foregoing sentence would either be unlawful if made or would result in the payment of interest in excess of the rate permitted by law then Mortgagor shall have no obligation to pay the portion of such tax which would result in the payment of such excess; provided, however, in any such event, at any time after the enactment of the law providing for such tax, Mortgagee at its election, may declare the entire principal balance of the indebtedness secured hereby, together with interest thereon, to be due and payable immediately, without notice.

5. Loan Agreement; Construction. The indebtedness evidenced by the Note and secured hereby is to be used for the construction of

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certain buildings, structures and improvements on the Mortgaged Premises, in accordance with a certain Loan Agreement between Mortgagor and Mortgagee, of even date herewith (said Loan Agreement, as same may be amended from time to time, is herein called the "Loan Agreement"); and this Mortgage constitutes a construction mortgage as said term is defined in Section 9-313(1)(c) of the Uniform Commercial Code of Illinois. Mortgagor covenants that it will perform or cause to be performed all the agreements, obligations, terms, provisions and conditions of the Loan Agreement and of each and all of the other instruments securing the Note and referred to in the Loan Agreement (said instruments, as same may be amended from time to time, herein referred to collectively as the "Additional Collateral") to be kept and performed by Mortgagor. All advances and indebtedness arising and accruing under the Loan Agreement from time to time, and all expenses incurred by Mortgagee in connection with the enforcement or performance of its rights and remedies under the Loan Agreement, whether the total amount thereof may exceed the face amount of the Note secured hereby, shall be secured hereby to the same extent as if the Loan Agreement were fully recited in this Mortgage.

Upon the occurrence of an Event of Default hereunder, in addition to any other remedies herein, at its election Mortgagee may enter upon the Mortgaged Premises and perform any and all work and labor necessary to complete the buildings and improvements substantially according to the plans and specifications therefore. To implement the rights of the Mortgagee under this Paragraph in addition to any other remedies which Mortgagee may have hereunder, Mortgagee may, in its sole discretion do any one or more of the following:

A. Enter upon the Mortgaged Premises and complete the Improvements and employ watchmen, all at the risk, cost and expense of Mortgagor.

B. At any time discontinue any work commenced in respect of the Improvements and change any course of action undertaken by it and not be bound by any limitations or requirements of time whether set forth herein or otherwise.

C. Assume any construction contract made by Mortgagor in any way relating to the construction of the Improvements and take over and use all or any part of the labor, materials, supplies and equipment contracted for by Mortgagor, whether previously incorporated into the Improvements.

D. In connection with any construction of the Improvements undertaken by Mortgagee pursuant to the provisions of this Paragraph, perform any one or more of the following:

(1) Engage builders, contractors, architects, engineers and others for the purpose of furnishing labor, materials, supplies and equipment in connection with any construction of the Improvements.

(2) Pay, settle or compromise all bills or claims which may become liens against the Premises, or which have been or may be incurred in any manner in connection with completing the Improvements or for the discharge of liens, encumbrances or defects in the title of the Mortgaged Premises; and

(3) Take or refrain from taking such action hereunder as Mortgagee from time to time may determine.

Mortgagor shall be liable to Mortgagee for all sums paid or incurred to construct and equip the

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Improvements whether the same shall be paid or incurred pursuant to the provisions of this Paragraph or otherwise, and all payments made or liabilities incurred by Mortgagee hereunder of any kind whatsoever shall be paid by Mortgagor to Mortgagee upon demand with interest at the Default Interest Rate from the date of payment by Mortgagee to the date of payment to Mortgagee and shall be secured by this Mortgage. For purposes of exercising the rights granted in this Paragraph, Mortgagor hereby irrevocably constitutes and appoints Mortgagee its respective true and lawful attorney-in-fact with full power of substitution to execute, acknowledge and deliver any instruments and to do and perform any acts in the name of and on behalf of Mortgagor, this power of attorney shall be a power coupled with an interest and cannot be revoked.

6. Protection of Lender's Security. If default be made in the payment of any of the aforesaid taxes or assessments or in making repairs or replacements or in procuring and maintaining insurance and paying the premiums therefore, or in keeping or performing any other covenant of Mortgagor herein, Mortgagee may, at its option and without any obligation on its part so to do, pay said taxes and assessments, make such repairs and replacements, effect such insurance, pay such premiums, and perform any other covenant of Mortgagor herein. All amounts expended by Mortgagee hereunder shall be secured hereby and shall be due and payable by Mortgagor to Mortgagee forthwith on demand with interest thereon at the rate applicable under the Note from the date of such expenditure.

7. Reimbursement for Mortgagee Legal Expenses. In the event that Mortgagee is made a party to any suit or proceedings by reason of the interest of Mortgagee in the premises, Mortgagor shall reimburse Mortgagee for all costs and expenses, including attorneys' fees, incurred by Mortgagee in connection therewith, whether or not said proceeding or suit ever goes to trial. All amounts incurred by Mortgagee hereunder shall be secured hereby and shall be due and payable by Mortgagor to Mortgagee forthwith on demand with interest thereon at the rate applicable under the Note from the date of such expenditure.

8. Acceleration. Should default be made in the payment of the principal or interest of the Note or any other indebtedness secured hereby or any renewal thereof, or in the payment of any other sums provided in said Note or herein, or in the performance of any covenant or condition provided in said Note or herein, or default occurs as specified in Paragraph 17 herein or in any other instrument or agreement securing said Note or any other indebtedness secured hereby (including, without limitation, the Assignment of Rents, or Security Agreement delivered by Mortgagor to Mortgagee) or in the event judicial proceedings are instituted to foreclose a lien upon the mortgaged premises or any part thereof, Mortgagee may at any time after such default, and without notice, declare the principal balance of the indebtedness secured hereby, together with interest thereon, to be due and payable immediately. The commencement of proceedings to foreclosure this Mortgage shall, in any event, be deemed such declaration. In addition to any other right or remedy which Mortgagee may now or hereafter have by law, the Mortgagee shall have the right and power:

A. to foreclose this Mortgage by legal action, as provided by Illinois Statute and the rules of practice relating thereto, and this paragraph shall be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules, and any amendment thereto; and

B. to enter upon and take possession of said premises with the irrevocable consent of Mortgagor as given and evidenced by its execution of this instrument, and as Mortgagee in possession, let said premises, and receive all the rents, issues and profits thereof, which are overdue, due or to become due, and to apply the same,

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after the payment of all charges and expenses deemed by Mortgagee to be necessary, on account of the indebtedness secured hereby Mortgagor for itself and any subsequent owner of said premises hereby agreeing to pay to Mortgagee in advance a reasonable rent for the premises occupied by them, and in default of so doing hereby agrees that they may be dispossessed by the usual legal proceedings available against any defaulting tenant of real estate and further agreeing to permit any action to be brought in their name to dispossess any tenant defaulting in the payment of rent to Mortgagee or violating the terms of its occupancy, which right and power are effective and may be enforced either with or without any action to foreclose this Mortgage.

9. ~~Application of Proceeds of Foreclosure.~~ Upon a foreclosure sale of said premises or any part thereof, the proceeds of such sale shall be applied in the following order:

- A. To the payment of all costs of the suit of foreclosure, including reasonable attorneys' fees and the costs of title searches and abstracts;
- B. To the payment of all other expenses of Mortgagee, including all money expended by Mortgagee and all other amounts payable by Mortgagor to Mortgagee hereunder, with interest thereon;
- C. To the payment of the principal and interest of the indebtedness secured hereby;
- D. To the payment of the surplus, if any, to Mortgagor or to whomsoever shall be entitled thereto.

10. ~~Receiver; Mortgagee in Possession.~~ Upon or at any time after the filing of any bill, complaint or petition to foreclose this Mortgage, the court may, upon application of Mortgagee, place the Mortgagee in possession or appoint a receiver of the mortgaged premises. Such appointment may be made either before or after the sale, without notice, and without regard to the solvency or insolvency, at the time of application for appointment, of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the mortgaged premises or whether the same shall be then occupied as a homestead or not, and without bond being required of the applicant. Such receiver or mortgagee in possession to the extent permitted by law shall have the power to take possession, control, and care of said premises, and to collect the rent, issues and profits of said premises during the pendency of such foreclosure, and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Mortgagor, its successors and assigns, except for the intervention of such mortgage in possession or receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises, during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of:

- A. The costs of management of the property and collection of rents, including but not limited to the fees of the receiver or mortgagee in possession, premiums or receiver's bonds and reasonable attorneys' fees;
- B. The indebtedness secured hereby or of any judgment foreclosing this Mortgage or any tax, special assessment, or other lien which may be or become superior to the lien hereof, or of such judgment, provided such application is made prior to foreclosure

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sale;

C. The deficiency in case of sale and deficiency. Any such proceeding shall in no manner prevent or retard the collection of said indebtedness by foreclosure or otherwise.

11. ~~Condemnation.~~ Any and all awards hereafter made or to be made to the present and all subsequent owners of the premises, by any governmental or other lawful authority for taking, by condemnation or eminent domain, the whole or any part of the premises or any improvement located thereon or any easement therein or appurtenant thereto (including any award from the United States Government at any time after the amount thereof and the issuance of the warrant for payment thereof), are hereby assigned by Mortgagor to Mortgagee, which award Mortgagee is hereby authorized to collect and receive from the condemnation authorities, and Mortgagee is hereby authorized to give appropriate receipts and acquittances therefore, and Mortgagee shall use or apply the proceeds of such awards in the same manner as is set forth in Paragraph 3 hereof with regard to insurance proceeds received subsequent to a fire or other casualty to the premises. Mortgagor covenants and agrees that Mortgagor will give Mortgagee immediate notice of the actual or threatened commencement of any such proceedings under condemnation or eminent domain, affecting all or any part of the said premises or any easement therein or appurtenant thereto, including severance and consequential damage and change in grade of streets and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further covenants and agrees to make, execute, and deliver to Mortgagee, at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any such proceeding. At Mortgagee's option, any such award may be applied to restoring the improvements, in which event the same shall be paid out in the same manner as is provided with respect to insurance proceeds in Paragraph 3 hereof.

That notwithstanding any provision herein or of paragraph 3 hereof to the contrary and in particular the preceding paragraph hereof, in the event of any damage or taking as therein described by eminent domain of less than the entire mortgaged premises, it is hereby agreed that Mortgagee shall make available the proceeds of any award received in connection with and in compensation for any such damage or taking for the purpose of rebuilding and restoring so much of the improvements within the premises affected thereby, subject to the following conditions:

A. That Mortgagor is not then in default under any of the terms, covenants and conditions hereof;

B. That all then existing leases affected in any way by such damage or taking shall continue in full force and effect without reduction or abatement of rental (except during the period of untenability);

C. That Mortgagee shall first be given satisfactory proof that such improvements have been fully restored or that by the expenditure of such money will be fully restored, free and clear of all liens, except as to the lien of this Mortgage;

D. That in the event such award shall be insufficient to restore or rebuild the said improvements, Mortgagor shall deposit promptly with Mortgagee the amount of such deficiency, which, together with the award proceeds, shall be sufficient to restore and rebuild the said premises;

E. That in the event Mortgagor shall fail within a reasonable time, subject to delays beyond its control,

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to restore or rebuild the said improvements, Mortgagee, at its option, may restore or rebuild the said improvements for or on behalf of the Mortgagor and for such purpose may do all necessary acts including using said funds deposited by Mortgagor as aforesaid;

F. That the excess of said award not necessary for completing such restoration shall be applied as hereinafter provided as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby.

In the event any of the said conditions are not or cannot be satisfied, then the alternate disposition of such award as provided above shall again become applicable. Under no circumstances shall Mortgagee become personally liable for the fulfillment of the terms, covenants, and conditions contained in any lease of the said premises nor obligated to take any action to restore the said improvements.

12. ~~Severability.~~ Nothing contained herein or in the Note contained nor any transaction related thereto, shall be construed or shall so operate either presently or prospectively,

A. To require Mortgagor to pay interest at a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate, or

B. To require Mortgagee to make any payment or do any act contrary to law, and if any clause or provision herein contained shall otherwise so operate to invalidate this Mortgage, in whole or in part, then such clauses and provisions only shall be held for naught as though not herein contained and the remainder of this Mortgage shall remain operative and in full force and effect, and Mortgagee shall be given a reasonable time to correct any error.

13. ~~Uniform Commercial Code Security Agreement.~~ Mortgagor, within ten (10) days after request by mail, shall execute, acknowledge, and deliver to Mortgagee a security agreement, financing statement, or other similar security instrument, in form satisfactory to the Mortgagee, covering all property, of any kind whatsoever owned by the Mortgagor, which, in the sole opinion of the Mortgagee, is essential to the operation of the premises and concerning which there may be any doubt as to whether the title to the same has been conveyed by or a security interest therein perfected by this Mortgage under the laws of the State of Illinois and will further execute, acknowledge, and deliver any financing statement, affidavit, continuation statement, or certificate or other documents as Mortgagee may request in order to obtain, perfect, preserve, maintain, continue, and extend the security interest. Mortgagor further agrees to pay Mortgagee, on demand, costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing, and refiling of any such document.

14. ~~Warrant and Defense of Title.~~ At the time of the execution and delivery of this instrument Mortgagor is truly seized of the premises in fee simple, free of all liens and encumbrances whatsoever, and will forever warrant and defend the same against any and all claims whatever, and the lien created hereby is and will be kept a first lien upon said premises and every part thereof. Mortgagor shall pay when due all water charges, sewer service charges and all other amounts which might become a lien upon the premises prior to this Mortgage and shall, upon written request, furnish to Mortgagee duplicate receipts therefore.

15. ~~Default.~~

A. Upon the failure by Mortgagor to pay the principal sum secured hereby, or of any installment thereof, or of interest thereon, or of any installment thereof, as they severally become

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due as stated in the Note, or in the failure to performance or observance of any other term, covenant, or condition in this Mortgage within thirty (30) days of mailing notice by Mortgagor so to do, specifically, and not exclusively Section 18 herein, or the note or in any instrument now or hereafter evidencing or securing said indebtedness, or if the mortgagor shall file a petition in voluntary bankruptcy or under the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter existing, or if Mortgagor shall file an answer admitting insolvency or inability to pay debts, or fail to obtain a vacation or stay of involuntary proceedings within thirty (30) days from the institution thereof, or if the Mortgagor shall have an order for relief entered against them in a bankruptcy or similar proceeding, or a trustee or a receiver shall be appointed for the Mortgagor shall have an order for relief entered against it in a bankruptcy or similar proceeding, or a trustee or a receiver shall be appointed for the Mortgagor for all or any portion of the premises in any involuntary proceeding, or any court shall have taken jurisdiction of all or any portion of the premises or all of the property of the Mortgagor and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within twenty (20) days, or the Mortgagor shall make an assignment for the benefit of creditors, or shall admit in writing inability to pay debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or any portion of the premises or of all of their property or the major part thereof, then, upon the occurrence of any of said events, the Mortgagor shall be in default and the entire indebtedness secured hereby shall, at the option of the Mortgagee and without notice to Mortgagor, become immediately due and payable, and, thereupon, or at any time during the existence of any such default, the Mortgagee may proceed to foreclose this Mortgage by judicial proceedings according to the statutes in such case provided, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. Mortgagee shall additionally have the right to file an action at law on the note and any other remedy provided by law, which remedies shall be concurrent and may be pursued simultaneously.

B. In any case in which, under the provisions of this Mortgage, the Mortgagee has a right to institute foreclosure proceedings whether or not the entire principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises, personally or by its agent or attorneys, as for condition broken and Mortgagee in its discretion may enter upon and take and maintain possession of said premises, and may exclude the Mortgagor, their agents, or servants, wholly therefrom and may, as attorney in fact or agent of the Mortgagor, or in its own name as Mortgagee and under the powers herein granted:

(1) hold, operate, manage, and control the premises and conduct the business, if any, thereon, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the premises including actions for recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges, and powers herein granted

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at any and all times hereafter, without notice to the Mortgagor;

(2) cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same;

(3) elect or disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof;

(4) extend or modify any then existing leases and make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the premises are subject to the lien hereof and to be binding also upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser;

(5) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the premises as to Mortgagee may seem judicious; to insure and re-insure the premises against all risks incidental to Mortgagee's possession, operation, and management thereof and to receive all avails, rents, issues and profits. In the event of a conflict between the provisions of this paragraph and any separate assignment of rents taken in connection herewith the provisions of the separate assignment shall govern.

C. Any avails, rents, issues and profits of the premises received by the Mortgagee after having possession of the premises, or pursuant to any assignment thereof to the Mortgagee under the provisions of this Mortgage or of any separate Assignment of Rents, shall be applied in payment of or on account of the following, as the Mortgagee may determine (or in case of a receivership, as the court):

(1) to the payment of the operating expenses of the premises, including reasonable compensation to the Mortgagee or the receiver and its agent or agents, if management of the premises has been delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases, established claims for damages, if any, and premiums on insurance hereinabove authorized;

(2) to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the premises, or which may become a lien prior to the lien of this Mortgage;

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(3) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of said premises, to place said property in such condition as will, in the judgment of Mortgagee or receiver, make it readily rentable;

(4) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale; and

(5) any overplus or remaining funds to the Mortgagor, its successors, or assigns, as their rights may appear.

16. ~~Transfer of Property.~~ If all or any part of the property is sold, transferred, conveyed, assigned or alienated (which shall include the execution of any form of installment agreements for deed or transfer of title to the property to a trustee), by Mortgagor without the Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable.

17. ~~Notice.~~ All notices, demands and request required or permitted to be given to Mortgagor or Mortgagee hereunder or by law shall be deemed delivered when deposited in the United States mail with full postage prepaid by registered or certified mail addressed to:

~~Borrower:~~

Francis Cook and Trudy Cook
1421 Linden Drive
Northbrook, IL 60062

and with a copy to:

Jeffrey Stahl
Shaefsky, Saitlin & Froelich, Ltd.
444 N. Michigan Avenue
Suite 2300
Chicago, IL 60611

~~Lender:~~

First Trust and Savings Bank of Glenview
1301 Waukegan Road
Glenview, Illinois 60025

and with a copy to:

John H. Winand
Karm & Winand
800 Waukegan Road, Suite 202
Glenview, Illinois 60025

or to such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

18. ~~Remedies Cumulative.~~ Each and every of the rights, remedies and benefits provided to Mortgagee herein shall be cumulative and shall not be exclusive of any other of said rights, remedies or benefits, or of any other right, remedies, or benefits allowed by law. Any waiver by Mortgagee of any default shall not constitute a waiver of any similar or other default.

19. ~~Incorporation of Uniform Commercial Code.~~ To the extent that this instrument may operate as a security agreement under the Uniform Commercial Code, Mortgagee shall have all rights and remedies conferred therein for the benefit of a secured party (as said term defined in the Uniform Commercial Code.

20. ~~Successors and Assigns Board: Joint and Several Liability:~~

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Captions. All of the covenants and conditions hereto shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of Mortgagor and Mortgagee, respectively, and all persons claiming through or under them. Any reference herein to Mortgagee shall include the successors and assigns of Mortgagee. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

21. Gender and Number. All nouns, pronouns and relative terms relating to Mortgagor shall be deemed to be masculine, feminine, or neuter, singular or plural as the context may indicate.

IN WITNESS WHEREOF, Mortgagors have executed this Mortgage.

Francis V. Cook
FRANCIS V. COOK

Trudy B. Cook
TRUDY B. COOK

STATE OF ILLINOIS)
)SS
COOK COUNTY)

I, STEPHEN E. MILES, a Notary Public in and for said county and state, do hereby certify that FRANCIS V. COOK AND TRUDY B. COOK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7th day of JANUARY, 1981.

Stephen E. Miles
Notary Public

My Commission Expires: _____



87054590

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Second paragraph of faint, illegible text.

Third paragraph of faint, illegible text.

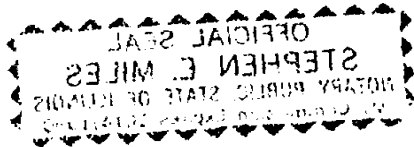
Handwritten signature or initials in the upper right quadrant.

Fourth paragraph of faint, illegible text.

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EXHIBIT A

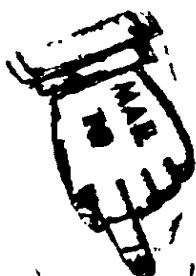
PARCEL 1: Lot 7 in Baylor's Subdivision, being a Subdivision of part of the South 1/2 of the Southeast 1/4 of Section 24, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2: Easement for ingress and egress for the benefit of Parcel 1 as contained in the Plat of Subdivision.

P.I.N. 04-24-412-011, 04-24-412-010 and 04-24-413-059 (Includes other Lots) All \leftarrow

Property Address: 11 Bristol Road, Northfield, IL 60093.

Property of Cook County Clerk's Office



John Winard
Karm + Winard
800 Waukegan Road
Glenview, Ill 60025
Ste-202

00000058

87051530

COOK COUNTY CLERK
JAN 16 2009
-12-
COOK COUNTY CLERK
JAN 16 2009

1/16/09

UNOFFICIAL COPY

Cook County Recorder

Recorded for the purpose of recording the same in the public records of Cook County, Illinois, on this 19th day of January, 1987, at Chicago, Illinois.

Witness my hand and the seal of said office at Chicago, Illinois, on this 19th day of January, 1987.

87054590 (11-28-87) 01-19-87 01-19-87 01-19-87 01-19-87 01-19-87
Cook County Recorder, Cook County, Illinois

Property of Cook County Clerk's Office

87054590

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COOK COUNTY RECORDER

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