70-73-068

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MORTGAGE

THIS INDENTURE, made this 3311 day of 1987
between HARRIS TRUST AND SAVINGS BANK, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated June 6, 1985, and known as Trust Number 43230 (herein referred to as "Mortgagor") and EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association (herein referred to as "Mortgagge") witnesseth:

THAT WHEREAS, HARRIS TRUST AND SAVINGS BANK, as trustee pursuant to Trust No. 43230 (herein referred to as "Maker") has concurrently herewith executed a mortgage promissory ("Note") bearing even date herewith in the principal sum of TWO MILLION AND NO/200 DOLLARS (\$2,000,000.00) ("Principal Balance") made payable to mortgagee and delivered, in and by which said Note the Maker promises to pay to Mortgagee:

- Principal Balance (or so much therefore as may be I. advanced by Morcoagee from time to time);
- Interest on Principal Balance remaining from time to II. time unpaid, together with interest at the rate of "P" or "Prime" Plus one and one-half per cent (P + 1-2/2%);
- III. All other sums due and wing pursuant to Note, this Mortgage, and all other documents executed to evidence and secure Principal Balance and all sums advanced by Mortgagee to protect the "Premises" (hereafter defined) or to preserve the priority of the lien established hereby (Provided that such other sump shall not exceed two hundred per cent (200%) of the Principal Balance.

(Collectively "Indebtedness").

Principal Balance, together with the interest stated above, shall be paid as follows:

- commencing on the first day of the month after the date (1)hereof and continuing on the first day of each month thereafter a payment equal to all accrued interest on the unpaid Principal Balance; and
- a final payment to equal the total balance of all (2) accrued interest and Principal Balance then remaining unpaid shall be due, if not sooner paid, on June 30, 1987.

All such payments on account of the Indebtedness shall be first applied to interest on the unpaid Principal Balance and the remainder to Principal Balance. Interest after maturity, whether

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(Collectively "indebcodness").

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by reason of acceleration or otherwise, shall bear interest at the rate of "P" or "Prime" plus three and one-half percent (P+ 3-1/2%) per annum, all of Principal Balance and interest being made payable at the office of Exchange National Bank of Chicago, in said City. A late charge of three and one-half percent (3-1/2%) of each payment past due more than ten (10) days shall be paid. The term "P" or "Prime", shall mean the prime rate announced from time to time by the Bank, which is not intended to be the Bank's lowest or most favorable rate of interest at any one time. Said rate shall fluctuate and be effective when and as said prime rate fluctuations. The Bank is not obligated to give notice of such fluctuations. Interest shall be computed on the basis of a 360-day year for the actual number of days elapsed unless otherwise specified necesin.

NOW, THERFFORE, Mortgagor, to secure payment of the said Indebtedness in accordance with the terms, provisions and limitations of this Mortgage, to secure any and all renewals or extensions of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals or extansions or any change in the terms or rate of interest shall not impair in any manner the validity or priority of this Mortgage, nor release the Mortgagor from personal liability for the indebtedness hereby secured, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents, grant, remise, release, and convey unto the Mortgagee, its successors and assigns, the following described Real Estate ("Land") situated, lying and being in the County of Cook, and the State of Illinois, to wit:

LOTS 1, 2, 3, 4 AND 5 IN GULLO INTERNATIONAL'S RESUBDIVISION OF LOT 3 IN GULLO INTERNATIONAL'S OFFICE AND INDUSTRIAL CENTER, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY REFERRED 20 AS 701 GULLO AND 147-225, STANLEY, ELK GROVE VILLAGE, ILLINOIS.

TOGETHER with all improvements thereon situated and which may hereafter be erected or placed thereon, and all and singular the tenements, hereditaments and appurtenances and easements thereunto belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the Mortgages as additional security and as an equal and primary fund with the property herein conveyed for the repayment of the moneys secured by this Mortgage, and any and all appurtenances, fixtures and equipment in or that may at any time be placed in any building now or hereafter standing on Land;

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Together with all rents, issues proceeds and profits accruing and to accrue for the Premises and the interest of Mortgagor in and to any and all leases now or hereafter affecting the Premises;

Together with all proceeds heretofore or hereafter payable to Mortgagor and all subsequent owners of the Premises by reason of loss or damage by fire and such other hazards, casualties and contingencies insured pursuant to insurance policies and awards and other compensation heretofore or hereafter payable to Mortgagor and all subsequent owners of Mortgaged Premises for any taking by condemnation or eminent domain proceedings, either permanent or temporary of all or any part of the Premises or any easement of appurtenance thereof, including severance and consequential damage and change in grade of streets.

Together with all other things which at law or by convention are regarded as firtures, and specifically but not by way of limitation all shades and awnings, screens and carpets, shrubbery, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, waterclosets, basing, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plants, iceboxes, electric refrigerators, air conditioning apparatus, cooking apparatus and appurtenances, and such other goods and chattels as may ever be furnished by a landlord in letting and operating an unfurnished building, similar to any building now or hereafter standing on said premises, whether or not the same are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner whatsoever, which are now or hereafter to be used upon said described premises shall be conclusively deemed to be "fixtures" and an accession to the freehold and a part of the realty, whether affixed or annexed or not, and conveyed by this Mortgage; and all the estate, right, title or interest of the said Fortgagor in and to said premises, property, improvements, furniture, apparatus, furnishings and fixtures, are hereby expressly conveyed assigned and pledged; and as to any of the property aforesaid, which does not so form a part and parcel of the Real Estate or does not constitute a "fixture" as such term is defined in the Uniform Commerical Code, this Mortgage is hereby deemed to be as well a Security Agreement under the Uniform Commerical Code for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to the Mortgagee as Secured Party (as such term is defined in the Uniform Commercial Code).

For convenience, the Land, the improvements and the other property described above are herein collectively referred to as the "Premises" mortgaged hereby;

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TO HAVE AND TO HOLD the above described Premises, with appurtenances and fixtures thereto appertaining or belonging, unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth and for the security of the Note hereinbefore described, and interest thereon and free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

In addition, the Mortgagor covenants with the Mortgagee as follows:

- 1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (2) keep the Premises in good condicion and repair, without waste, and free from mechanic's or other liens or claims with the exception of a certain mortgage dated June 26, 1985 and recorded June 27, 1985, in the office of the Recorder of Deeds of Cook County as document No. 85079663 in favor of Crest Mortgage Corp., which mortgage was subsequently assigned to Palm Beach Federal Savings Bank ("Palm Beach") which encumbers the Premise ("Palm Beach Mortgage") and which secures the payment of a certain note in the original principal amount of TWO MILLION FOUR HUNDRED FIVE THOUSAND FIVE HUNDRED NINETY EIGHT AND 62/170 DOLLARS (\$2,405,598.62). By Subordination and Modification Agreement ("Subordination Agreement") dated January 20, 1967 and recorded January 20, 1967 in the office of the Recorder of Deeds of Cook County as Document No 8/206024 Palm Beach agreed to:
 - (i) Subordinate Palm Beach Mortgage to the terms of this Mortgage; and
 - (ii) Modify Palm Beach Note to acknowledge the receipt of a partial payment of the indebtedness evidenced thereby and to limit the indebtedness evidenced by Palm Beach Note and secured by Palm Beach Mortgage to the run of FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) and such other sums as set forth in Surordination Agreement.
- (3) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said Premises; (5) comply with all requirements of law or municipal ordinances with respect to the Premises and the use



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thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

- 2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and shall, upon written request furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
- or hereafter situated on the Premises insured against loss or damage by fire, lightning and such other risks and hazards as are insurable under the present and future forms of all-risk insurance policies, providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the Indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgagee clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration. All policies of insurance shall contain a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagee.
- In case of loss by fire or other casualty, the Mortgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized either (i) in conjunction with the holder of Palm Beach Note, to settle and adjust any claim under such insurance policies without consent of Mortgagor, or (ii) to allow Mortgagor to agree with he insurance company or companies on the amount to be paid upon the loss. In either case Mortgagee is authorized to collect and receipt for any such insurance money. Mortgagor is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease or leases which are or may be prior to the lien of this Mortgage, (ii) such damage or destruction does not result in cancellation or termination of such lease, and (iii) the insurers do not deny liability as to the insureds, such proceeds, afters deducting therefrom any expenses incurred in the collection thereof, shall, subject to the provisions of subparagraph B and C hereof, be used to reimburse Mortgagor for the cost of rebuilding or restoration of buildings and improvements on the premises.

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all other cases, such insurance proceeds may, at the option of Mortgagee, either be applied in reduction of the Indebtedness secured hereby, whether due or not, or be held by the Mortgagee and used to reimburse Mortgagor for the cost of rebuilding or restoration of the buildings or improvements of the Premises. In the event Mortgagee elects to apply said insurance proceeds in reduction of the Indebtedness secured hereby, all expenses and fees of collection shall first be deducted and paid to Mortgagee, and it is further covenanted and agreed that should the net insurance proceeds be insufficient to pay the then existing Indebtedness secured hereby, together with all accrued interest thereon, sees and charges, Mortgagee may, at its sole election, declare the entire unpaid Principal Balance of the debt secured hereby to be immediately due and payable, and the failure of the payment thereof shall be a default hereunder.

In the event Mortgagee elects to permit any such insurance proceeds to be applied to pay for the cost of rebuilding or restoration of the buildings and improvements on the Premises, such funds will be made available for disbursement by Mortgagee; provided however, that (1) should any insurance company have, in the opinion of Mortgagee, a defense against Mortgagor (but not against Mortgagee) to any chaim for payment due to damage or destruction of the Premises or any part thereof by reason of fire or other casualty, submitted by Mortgagee or any party on behalf of Mortgagee, or should such company raise any defense against Mortgagee (but not against Mortgager, to such payment, or (ii) should the net proceeds of such insurance collected by Mortgagee together with any funds deposited by Morcgagor with Mortgagee be less than the estimated cost of the requirits work as determined by Mortgagee, which estimate shall include a reasonable contingency, then in either case Mortgagee may, at its option, whether or not Mortgagee has received funds from any insurance settlements, declare the unpaid Principal Balance of the Indebtedness secured hereby to be immediately due and payable, and Mortgagee may then treat the same as in the case of any other default here-In the event such proceeds are applied toward rescoration rebuilding, the buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruc-Such proceeds shall be made available, from time to time, upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments, including insurance against mechanic's liens and/or a performance bond or bonds in form satisfactory to Mortgagee which shall be the sole or a dual obligee, and which bonds shall be written with such company or companies as may be, satisfactory to Mortgagee. All plans and specifications for such rebuilding or

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all subor cases, such insurance process say, it the option of sequences such expenses to applied in adaption of the Indebtedness sequenced actably, whether due, not, or to held by the hortgages and good to the expenses due, and the color of rebuilding or research of the process of the color of the expenses and address of the theorem of the color of the c

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restoration shall be presented to and approved by Mortgagee prior to the commencement of any such repair or rebuilding. Disbursement of such insurance proceeds shall not exceed ninety (90%) percent of the value of the work performed from time to time, and at all times the undisbursed balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

In case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policies, if not applied a aforesaid in rebuilding or restoring the building or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if he shall then be entitled to the same, or as the court may direct. In case of the foreclosure of this Mortgage, the court in its decree may provide that the Mortgagee's clause attached to each of said insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said decree creditor; and any such foreclosure decree may turther provide that in case of one or more redemptions under said decree, pursuant to the statute in such case made and provided, then and in every such case, each successive redemptor may cause the preceding loss clause attached to each insurance policy to be cancelled and a new loss clause to be attached hereto, making the loss thereunder payable to such redemptor. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Moregagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amount owing on any insurance policy; to rebuild, repair or replace any damaged or destroyed portion of the Premises or any improvements thereon, or to perform any act hereunder.

5. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for all or any part of the Premises taken or damaged under the power of eminent domain or by condemnation. The Mortgagor hereby empowers Mortgagee, in the Mortgagee's sole discretion, to settle, compromise and adjust any and all claims or rights arising under any condemnation or eminent domain proceeding relating to the premises or any portion thereof. Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amount owing due to any condemnation



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or eminent domain proceeding or to rebuild, repair or replace any portion of the Premises or any improvements thereon or to perform any act hereunder. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Indebtedness secured hereby, whether due or not, or to require Mortgagor to restore or rebuild, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoring of buildings or improvements on the Premises, in accordance with plans and specifications to be submitted to and approved by Mortgagee. If the Mortgagor is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease or leases which are or may be prior to the lien of this Mortgage and if such taking does not result in cancellation or termination of such lease, the award shall first be used to reimburse Mortgagor for the cost of rebuilding or restoring of buildings or improvements on the premises, provided Mortgagor is not then in default under this Mortgage. the event Mortgagor is required or authorized, by Mortgagee's election as aforesaid, to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided for the payment of insurance proceeds toward the cost of rebuilding or If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall pay such costs in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of said award after payment of sucl costs of rebuilding or restoration shall, at the option of Mortugage, be applied on account of the Indebtedness secured hereby or by paid to any other party entitled thereto.

- In case of default, Mortgagee may, But need not, make any payment or perform any act herein 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 other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys paid for zer of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee 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 stated above. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.
- 7. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any



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bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

- The Mortgagor shall pay each item of Indebtedness herein mentioned, both Principal Balance and interest, when due according to the terms hereof. At the option of Mortgagee, and without notice to Mortgagor, all unpaid Indebtedness secured by this Mortgage shall, notwithstanding anything in the note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of Principal Balance or interest on the note; (b) immediately in the event Morragor shall, without the prior consent of Mortgagee, sell, transfer, convey, encumber, or assign the title to all or any portion of or interest in the Premises, or the rents, issues, or profits therefrom, whether by operation of law, voluntarily or otherwise, or snall contract to do any of the foregoing, or shall grant an option to enter into a contract to do any of the foregoing, or in the event the owner, or if there be more than one, any of the owners, of the beneficial interest in the trust of which Mortgagor is title holder (any such owner being herein referred to as a "Beneficial Owner") shall, without the prior written consent of Mortgagee, transfer or assign all or any portion of such beneficial interest, or the rents, issues, or profits from the Premises (including, without being limited to, a collateral assignment), whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing, Mortgagee, at its option, shall then have the unqualified right to accelerate the maturity of the Noce, causing the full principal balance, accrued interest, to be immediately due and payable without notice to Mortgagor, (c) when default shall occur and continue for twenty (20) days after well-ten notice and a request cure, in the performance of any other agreement of the Mortgagor herein contained, or (d) when default shall occur in the due and punctual payment of the whole or any part of the several installments due and owing pursuant to Palm Beach Note or when a default shall occur in the performance of any of the terms, agreements covenants or conditions of Palm Beach Fortgage.
- 9. When the Indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgages shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgages for attorneys' fees, Mortgages's fees, appraiser's fees, outlays for documentary and expert evidence, stenographars' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such

bill, statement or estimate produced from the appropriate public office without inquiry into the normacy of such bill, statement or estimate or into the relation of oxythmate or into the relation of the barent.

8. The Mertgagor shall pay see true of Uncobtedness nersin mentioned, both Principal Balance and caterist, when due accordingstylling there here of, At the oction of Moregage, and without notife 就能 Mortgagor, all unpail inmotended secured by this Mortgage Mail, notwitastanding ofthis in the note of in this Mortgage to the contrary, become du and payable (a) the hately in the course of default in marie: payment or any instituent or Principal Balance of interest on the aste; (b) ismediately in the event forestager shart, without the crim consent w Moresagee, sell, transfer, convey, consent, we assign the to all or any market of or received as the contract of a contract of the contract or or and contractly or ochecation, or anaxi con caor to do do of collegoing, or shart grantist option to eater into a centres to an any of the forequings of in the event the ewner, as if there be muce than one, any all the dwners, of the beneated a necess in the crupt of which moregager is ritte hower (a.g. such owner herny berein referred to as a "Beneficial Owner's shall, without the prior writteng content of dortgagee, transies or assign are st any portion of such beneticial interest, in the rents, lasues, or profite room the Francisco (inc. vicione bring timined co, a cobtateral assignment), whether by operation of law, volunta-culf of otherwise, or shot contact to do and of the caregoin), Nortgages, at its option, shall then have the unqualified right to accessionate the maturity of the Hole, causing the tuti or indipart balance, accruel indirect, to be imaddistily due and payable willight notice to Mossgagor, (as shen derault abail occur and Continue for twenty (20) days acror written notice and a request care, in the performance of any other themselve of the Mortquest her in contained, or (1) were default about occur in the dig sind punctual payment of the whole of any part of the several in callments due and owing parament to laim heach note or when as salate shatt occas in the performance of any of the terms enterments covenants of condicions of Falm Beach Mortgage.

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abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional Indebtedness secured hereby and immediately due and payable, with interest thereon at the rate stated above, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any Indebtedness hereby secured; (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

- shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof, constitute secured Indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest, remaining unpaid on the note; fourth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.
- Upon, or at any time after the ling of a bill to foreclose this Mortgage, the court in which anch bill is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be 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: (1) the Indebtedness secured hereby, or any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.



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- 12. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.
- 13. Mortgages shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
- Mortgagee has no duty to examine the title, location, existence, or condition of the Premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Mortgagee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 15. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all Indebteiness secured by this Mortgage has been fully paid.
- 16. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the Indebtedness or any part hereof, whether or not such persons shall have executed the Note of this Mortgage.
- 17. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on hehalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

This Mortgage is executed by Harris Trust and Savings Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Harris Trust and Savings Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said Mortgagor or on said Harris Trust and Savings Bank personally to pay the said Note or any interest that may accrue thereon, or any Indebetedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by

- 12. No action for the encoreament of the lien or of any provision hereof shall be subject to any defense which would not be good and avaitable to the party interposing same in an action at law good the form here because at the content.
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- 14. Mortgage has of the evaluation the title, is although extending or condition of the industry, not annie Mortgage or obligated to recent this discussion in example on any nover herein given anias expressly obtained by the letter between boost, nor retiaole of any acts or called the letter of the letter of the case of the own extent of the case of the own express negligence of an expression that of the alents of employees of Mortgages, and the may require independently sufficient to the before exercising any power herein given.
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Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagee and its successors and said Harris Trust and Savings Bank personally are concerned, the legal holder or holders of said Note and the owner or owners of the Indebtedness accruing hereunder shall look solely to the Premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITHESS WHEREOF, Harris Trust and Savings Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by the Vice-President-Trust Officer, and its corporate seal to be hereinto affixed and attested by its Assistant Aftest Officer the day and year first above written.

> HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid and not per-

sonally

By:

Vice-President

By:

Assistant-Trust Officer Ita

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that Harris Trust and Sav	ings Bank and]	Olitage Olitage Ol
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whose names are su	bscribed to	the foregoing	instrument as
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Trust Officer, as col	geodian of th	ne corporate se	al of said Bank,
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Assistant-Trust Offic	er's own fre	e and voluntary	act and as the
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Hoban & Fuller	•	120 S. LaSalle	Street
9 W. Washington Stre		Chicago, Illino	
Chicago, Illinois 60	502 Attn	: Lavina S. Gro	088

BOX 833-HV

Address of Property

701 Gullo and 147-225 Stanley, Elk Grove Village, Illinois

Permanent Tax Index Nos.

08-22-302-014 - 1 08-22-302-015 - 2 08-22-302-016 - 3 08-22-302-017 - 4 08-22-302-018 - 5

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) \$5. Notary Public, in and for said County, in the	s State aloresaid, Do Heroby Certify, that	r Port Port
	HERMAN A. KOLE		
	***	the Harris Trust and Savings Bank and	
	FENNETH E. PIE		ecretary
44	Participant and Instrument as Puch Vice-President, and	me to be the same persons whose names are subscribed to t d Assistant Secretary, respectively, appeared before me this nd delivered the said instrument as their own free and volun	e dav in'
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-43	M (N-12-74)	Notary	Public
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