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7100047

Land Loan and Short Term
Construction Loans
Interest at maturity

Loan No. 510100076

14.00

MORTGAGE

THIS INDENTURE, made this 13th day of February, 19 87, between Towne North Limited Partnership an Illinois Limited Partnership, ~~XXXXXXXXXXXX Deed or Deeds in Trust duly recorded and delivered XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX in pursuance of a Trust Agreement dated XXXXXXXXXXXXXXXXXX and known as Trust Number XXXXXXXXXXXXXXXXXXXXXXXX~~ herein referred to as "Mortgagor", and

CONCORDIA FEDERAL BANK FOR SAVINGS

a corporation organized and existing under the laws of the United States of America, herein referred to as "Mortgagee," WITNESSETH THAT:

WHEREAS the Mortgagor is justly indebted to the Mortgagee in the principal sum of one hundred ninety-six thousand and no/100-------- Dollars, evidenced by the one certain Mortgage Note of the Mortgagor of even date herewith made payable to Mortgagee and delivered, in and by which said Mortgage Note the Mortgagor promises to pay the said principal sum on or before December 1, 19 87, */out of that portion of the partnership property hereinafter specifically described with interest thereon from the date of 1st disbursement payable at maturity at the pre-maturity rate and bearing interest thereafter until paid at the post-maturity rate set forth in the margin,

all of said principal and interest being made payable at such banking house or trust company in Cook County, Illinois as the Mortgagee may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of CONCORDIA FEDERAL BANK FOR SAVINGS in Lansing, Illinois;

NOW, THEREFORE, the Mortgagor, to secure payment of the principal sum of money, interest thereon and all other sums due under the terms of said Note, in accordance with its tenor and effect, and the performance of the covenants and agreements herein contained by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents convey and mortgage unto the Mortgagee, its successors and assigns, the following described real estate and all of its right, title and interest therein situate, lying and being in the City of Arlington Heights, County of Cook and State of Illinois, to-wit:

Lot #64 in Lake Arlington Towne Unit 2, being a subdivision in the Southeast ¼ of Section 16, Township 42 North Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Address:
2830 Country Lake Road
Arlington Heights, IL 60004

Permanent Real Estate Index No: 03-16-400-005-0000 (5)

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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The rates of pre-maturity interest and post-maturity interest are, respectively, 1½% and 3% per annum in excess of the local prime interest rate published by Continental-Illinois National Bank & Trust Company of Chicago in effect from time to time.

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor, its successors or assigns, may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

Box 333

"THIS INSTRUMENT WAS PREPARED BY" & Send to

L-1221

Concordia Federal Bank for Savings, 2320 Thornton Road, Lansing, IL

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of Mortgagor, its successors or assigns, to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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; (d) complete within a reasonable time any improvement or improvements now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Mortgagee duplicate receipts therefor; (h) pay in full under protest, in the manner provided by statute, any tax or assessment, which Mortgagor may desire to contest; (i) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under 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 Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to Mortgagee, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Mortgagee may, but need not, make any payment or perform any act hereinbefore set forth 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 said premises or contest any tax or assessment. All moneys paid for any 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 mortgaged 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 a rate equivalent to the post maturity rate set forth in the note secured by this mortgage, if any, otherwise the prematurity rate set forth therein. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any of the provisions of this paragraph.

2. The Mortgagee in making any payment hereby authorized relating to taxes or assessments, may do so according to any 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.

~~3. At the option of Mortgagee, and without notice to Mortgagor, its successors or assigns, 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 interest on the note, or (b) in the event of the failure of Mortgagor, or its successors or assigns, to do any of the things specifically set forth in paragraph one hereof, and such default shall continue for three days, said ~~option to be exercised at any time after the expiration of said three day period.~~

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee 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 Mortgagee for attorneys' fees, appraiser's fees, outlays 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 such abstracts of title, title searches and examinations, title 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 a rate equivalent to the post maturity rate set forth in the note secured by this Mortgage, if any, otherwise the prematurity rate set forth therein, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings to which it shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (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.

5. The proceeds of any foreclosure sale of the premises 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

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interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, 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 premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises 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 redemption or not, as well as during any further times when Mortgagor, its successors or assigns, except for the intervention of such 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 indebtedness secured hereby, or by 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, (b) the deficiency in case of a sale and deficiency.

7. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Provided that no uncured event of default exists under the terms hereof or of the Note, Mortgagee will, upon demand of Mortgagor (which may be made at any time and from time to time), execute and deliver to Mortgagor partial releases releasing from the lien hereof such portion or portions of the premises as Mortgagor shall designate. Mortgagor, to be entitled to the execution and delivery of any such partial release, shall pay to Mortgagee at the time of such demand an amount equal to the required "prepayment for partial release" for each portion of the premises so designated by Mortgagor, as set forth in the Schedule of one page hereto annexed. Said amount shall be applied upon the principal balance of the indebtedness evidenced by the Note. Mortgagee may charge a reasonable sum in addition as a fee for preparing and issuing each such partial release.

~~9. THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE ON BEHALF OF MORTGAGOR, THE TRUST ESTATE AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON, EXCEPT DECREE OR JUDGMENT CREDITORS OF THE MORTGAGOR IN ITS REPRESENTATIVE CAPACITY AND OF THE TRUST ESTATE, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES MORTGAGED HEREUNDER SUBSEQENT TO THE DATE OF THIS MORTGAGE. MORTGAGOR HEREBY REPRESENTS THAT IT HAS BEEN AND IS AUTHORIZED AND EMPOWERED BY THE TRUST INSTRUMENT AND BY ALL PERSONS HAVING A POWER OF DIRECTION OVER IT AS SUCH TRUSTEE TO EXECUTE THE FOREGOING WAIVER.~~

10. If Mortgagor, or any general partner thereof ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ shall voluntarily file a petition under the Federal Bankruptcy Code, as such Code may from time to time be amended, or under any similar or successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or shall file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or shall be adjudged a bankrupt, ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ */ or other judicial seizure which is not discharged within 10 days, then Mortgagee may at Mortgagee's option declare all of the sums secured by this Mortgage to be immediately due and payable without prior notice to Mortgagor. */or if the premises shall become subject to attachment.

11. On the sale or transfer of all or any part of the premises subject to the lien of this Mortgage, ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ Mortgagee may at Mortgagee's option declare all of the sums secured by this Mortgage to be immediately due and payable. This option shall not apply in case of ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~, (a) sales or transfers when the transferee's creditworthiness and management ability are satisfactory to Mortgagee and the transferee has executed prior to the sale or transfer a written assumption agreement containing such terms as Mortgagee may require, including, if required by Mortgagee, an increase in the rate of interest payable under the Note, and (b) transfers of all of the premises then encumbered by this Mortgage ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ to secure an indebtedness of the Mortgagor ~~XXXXXXXXXXXXXXXXXXXXX~~ to an institution ~~XXXXX~~ or private lender satisfactory to Mortgagee.

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ ____________________________________,
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ ____________________________________
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any

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liability on the said Mortgagor or a general partner thereof personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagor and its successors and said general partners personally are concerned, the Mortgagee 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. RIDER OF ONE PAGE HERETO ATTACHED.

IN WITNESS WHEREOF, Towne North Limited Partnership, an Illinois Limited Partnership, has caused these presents to be signed its name and on its behalf by Northern Illinois Construction Company, an Illinois Corporation, its General Partner, the day and year first above written.

Towne North Limited Partnership

By Northern Illinois Construction Company
General Partner

CORPORATE SEAL

By [signature] its President

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 13th day of February, 1987, by RALPH E. HARWOOD, President of NORTHERN ILLINOIS CONSTRUCTION COMPANY, an Illinois corporation, on behalf of the corporation.

[signature]
Notary Public

My Commission Expires 3/7/90

CONCORDIA FEDERAL BANK FOR SAVINGS
2320 Thornton Road
Lansing, Illinois 60438

Loan No. 519100076

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RIDER OF ONE PAGE
ATTACHED TO MORTGAGE DATED February 13, 1987
MADE BY TOWNE NORTH LIMITED PARTNERSHIP,
AN ILLINOIS LIMITED PARTNERSHIP, TO
CONCORDIA FEDERAL BANK FOR SAVINGS

The following paragraph is substituted for paragraph 3, deleted on the face of the Mortgage to which this Rider is attached:

"3. In the event the Mortgagor shall fail to pay any amount of interest when due in accordance with the terms of the Note ("monetary default"), or shall fail to perform any other covenant or agreement to be performed by the Mortgagor, as provided in this Mortgage ("non-monetary default"), then Mortgagee may at its option declare the entire indebtedness secured by this Mortgage to be immediately due and payable ("Acceleration"). After the occurrence of such default, but prior to Acceleration, Mortgagee shall give notice to Mortgagor which shall specify: (a) the default; (b) the action required to cure it; and (c) a period not less than five days in duration in the case of a monetary default or 30 days in duration in the case of a non-monetary default, commencing upon the date the notice is given to the Mortgagor, by which the default must be cured (the "cure period"); and (d) shall state that failure to cure the default to the satisfaction of Mortgagee within the cure period may result in Acceleration of maturity of the mortgage indebtedness. Such notice shall be deemed sufficiently given if mailed by United States Registered or Certified Mail, postage prepaid, Return Receipt Requested, addressed to Mortgagor at the address set forth below and, if so mailed, shall be deemed to have been given the Mortgagor on the date of delivery shown by the return receipt. If the default specified in such notice is not cured to the satisfaction of the Mortgagee within the cure period, then at any time after the termination of such period, and so long as such default remains uncured, Mortgagee may, at its option, declare the indebtedness secured by this Mortgage to be immediately due and payable and may proceed to foreclose the lien hereof, all without further notice or demand. Notification as aforesaid is not required prior to Acceleration under the provisions of paragraphs 10 or 11 hereof. Mortgagor's address for the service of notice under the provisions of this paragraph is
Northern Illinois Construction Co.
611 Landwehr Rd.
Northbrook, Il 60062
If notice as aforesaid is attempted to be served by mailing and is returned undelivered, then it shall be deemed sufficiently given when served upon the corporate General Partner signatory hereto on behalf of Mortgagor in any manner permitted by law for service of process upon private corporations."

TOWNE NORTH LIMITED PARTNERSHIP,
Mortgagor

By: NORTHERN ILLINOIS CONSTRUCTION COMPANY,
an Illinois corporation,
General Partner

By: [signature]
Its President

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RIDER OF ONE PAGE
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AN ILLINOIS LIMITED PARTNERSHIP, TO
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[illegible] Illinois [illegible]
[illegible]
[illegible]

If notice as aforesaid is attempted to be served by mailing and is returned undelivered, then it shall be deemed sufficiently given when served upon the corporate General Partner of Mortgagor on behalf of Mortgagor in any manner permitted by law for service of process upon private corporations."

TOWNE NORTH LIMITED PARTNERSHIP,
Mortgagor

By: NORTHERN ILLINOIS CONSTRUCTION COMPANY,
an Illinois corporation,
General Partner

By: ____________________
Its President