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This instrument was prepared by:

C. V. Rogoff Ford Motor Credit Company The American Road P.O. Box 6044 Dearborn, MI 48121

MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

This Mortgage and Assignment of Leases and Rents and Security Agreement (this "Mortgage") is made the 8th day of May, 1987, between First National Bank of Skokie, a National Banking Association as Trustee under trust agreement dated August 16, 1977 and known as Trust No. 50594T, mortgagor, whose address is 8001 Lincoln, Skokie, Illinois 60077, and Ford Motor Credit Company, a Delaware corporation, whose principal place of business is set forth telow, as Mortgagee.

Article l

EFINITIONS

1.1 Definitions

As used herein, the following terms shall have the following meanings:

- Assignment: The assignment, contained in this Mortgage from Mortgagor to Mortgagee, of all of Mortgagor's right, title and interest in and to the Leases and the Rents,
- Awards: All awards and payments made or bereafter to be made by any municipal, state or Federal authorities or Boards to Mortgagor, including any awards and payments for any taking of all or a portion of the Mortgaged Property, as a result of, or by agreement in anticipation of, the exercise of the right of condemnation or eminent domain, or for any change or changes of grade of streets affecting the Mortgaged Property.
- (c) Buildings: All buildings, improvements, alterations or appurtenances now, or at any time hereafter, located upon the Land or any part thereof.
- Defaulted Interest Rate: The interest rate set forth in the Note as the defaulted interest rate.

Mail to: Box 184 (Francis L. Keldermans)



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- (e) Event(s) of Default: The happenings and occurences described in Article 4 of this Mortgage.
- (f) Fixtures: All fixtures located upon or within the Buildings or now or hereafter attached to, or installed in, or used in connection with, any of the Buildings whether or not permanently affixed to the real estate.
- Imposition: All (i) real estate and personal property taxes and other taxes and assessments, water and sewer rates and charges, and all other governmental charges and any interest or costs or penalties with respect thereto, and charges for any easement or agreement maintained for the benefit of the Mortgaged Property which at any time prior to or after the execution of the Security Documents may be assessed, levied, or imposed upon the Mortgaged Property or the rent or income received therefrom or any use or occupancy thereof, and (ii) other taxes, assessments, fees and governmental charges levied, imposed or assessed upon or against Mortgagor or any of its properties.
- Indebtedness. The principal of and interest on and all other amounts, payments and premiums due under the Note and all other indebtedness of Morryagor to Mortgagee under and/or secured by the Security Documents.
- Land: The real estate described in Schedule A attached (i) hereto.
- (j) Leases: Any and all leases, subleases, licenses, concessions or grants of other prosessory interests now or hereafter in force, oral or written, covering or affecting the Mortgaged Property, or any part thereof, Cogether with all rights, powers, privileges, options and other benefits of Mortgagor thereunder.
- Mortgaged Property: The Land and the Buildings and the Fixtures and the Personalty together with:
 - (i) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances of the Land and/or the Buildings belonging or in anywise appertaining thereto and all right, title and interest of Mortgagor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof; and

 (ii) all the estate, right, title, interest, claim or demand whatsoever of Mortgagor, either at law or in equity, in and to the Land and the Buildings and the
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- (1) Mortgagee: Ford Motor Credit Company, a Delaware corporation, and its successors and assigns and the holders, from time to time, of the Note.
- Mortgagee's Address: Suite 300, Colonial Plaza II, 444 North Northwest Highway, Park Ridge, Illinois 60068.
- Mortgagor: The persons named as such in the preamble of this Mortgage, and their respective successors and assigns and their successors in interest in and to the Mortgaged Property.
- 60077 Mortgagor's Address: 8001 Lincoln, Skokie, Illinois
- Note: The promissory note, made by Mortgagor to the (p) order of Morcyagee, in the principal amount of 1,000,000.00 secured, in part, by this Mortgage together with any and all extensions, renewals, modifications and amendments thereof.
- Obligations: Any and all of the covenants, promises and other obligations (other than the Indebtedness) made or owing by Mortgagor or others to or due to Mortgagee under and/or as set forth in the Note and/or the Security Documents.
- (r) Permitted Encumbrances: The Leases and the encumbrances described, with particularity In Schedule B attached hereto.
- (s) Personalty: All furniture furnishings, equipment, machinery and all other personal property (other than the Fixtures) now or hereafter located in, upon or about the Land and the Buildings, together with all accessions, replacements and substitutions thereto or therefor and the proceeds thereof.
- (t) Rents: All of the rents, revenues, income, profits, deposits, tenders and other benefits payable unier the Leases and/or arising from the use and enjoyment of all or any portion of the Mortgaged Property.
- (u) Security Documents: This Mortgage, the Assignment, the Security Agreement and any and all other documents now 🖭 hereafter securing the payment of the Indebtedness or the observance or performance of the Obligations.

Article 2

GRANT

2.1 Grant. To secure the payment of the Indebtedness and the performance and discharge of the Obligations, Mortgagor by these presents hereby grants, bargains, sells, assigns,

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mortgages, conveys and warrants unto Mortgagee the Mortgaged Property, the Leases, the Rents and the Awards, subject, however, to the Permitted Encumbrances, to have and to hold the Mortgaged Property unto Mortgagee, its successors and assigns forever.

2.2 Condition of Grant. The condition of these presents is such that if Mortgagor shall pay or cause to be paid the Indebtedness as and when the same shall become due and payable and shall observe, perform and discharge the Obligations, then the Security Documents and the estate and rights granted by them shall be void, otherwise they shall remain in full force and effect.

Article 3

COVENANTS

3. <u>Covenants</u>

Until the entire Indebtedness shall have been paid in full, Mortgagor hereby coverants and agrees as follows:

- 3.1 Compliance with Laws. Mortgagor will promptly and faithfully comply with, conform to and obey all present and future laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency and of every Board of Fire Underwriters having jurisdiction, or similar body exercising similar functions, which may be applicable to it or to the Mortgaged Property, or any part thereof, or to the use or manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Mortgaged Property, or any part thereof, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Mortgaged Property.
- 3.2 Payment of Impositions. Mortgagor will duly pay and discharge, or cause to be paid and discharged, the Impositions, such Impositions or instalments thereof to be paid not later than the day any fine, penalty, interest or cost may be added thereto or imposed by law for the non-payment thereof; provided, however, that if, by law, any Imposition may be paid in instalments, Mortgagor may pay the same in such instalments.
- 3.3 Repair. Mortgagor will keep the Mortgaged Property in good order and condition and make all necessary or appropriate repairs, replacements and renewals thereof and additions and betterments and improvements thereto, and will use its best efforts to prevent any act or thing which might impair the value or usefulness of the Mortgaged Property, and Mortgagor will

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obtain the written consent of Mortgagee prior to (i) making any alterations or additions to the Mortgaged Property which would materially diminish the value thereof, or (ii) removing any of the Buildings.

- 3.4 Insurance. Mortgagor will maintain insurance upon the Mortgaged Property against loss by fire and such other hazards, casualties and contingencies as are normally and usually covered by extended coverage policies in effect in the locality where the Mortgaged Property is situated and such other risks as may be specified by Mortgagee, from time to time, in amounts and with insurers acceptable to Mortgagee but not less than the Indebtedness Mortgagor shall cause each insurance policy issued in connectin therewith to provide (and the insurer issuing such policy to certify to Mortgagee) that (i) loss payments will be payable to Mortgagee as its interest may appear, such loss payment will be payable to Mortgagee as its interests may appear, such payment to be applied, at Mortgagee's option, and upon consultation with Mortgagor, to the restoration, repair or replacement of the Mortgaged Property or to the payment of the Indebtedness; (ii) the interest of Mortgagee shall be insured regardless of any breach or violation by Mortgagor of any warranties, declarations or conditions in such policy; (iii) if any such insurance policy be subject to cancellation or be endorsed or sought to be enjoysed to effect a change in coverage for any reason whatsoever, such insurer will promptly notify Mortgagee and such cancellation or change shall not be effective as to Mortgagee until thirty (30% days after receipt by Mortgagee of such notice; and (iv) Mortgages way, but shall not be obligated to, make premium payments to prevent such cancellation, and that such payments shall be accepted by the insurer. addition, Mortgagor shall furnish to Mortgagee duplicate executed copies of each such policy at the time of execution hereof, and copies of each renewal policy not less than chirty (30) days prior to the expiration of the original policy or the preceeding renewal policy (as the case may be), together with receipts or other evidence that the premiums thereon have been paid; and furnish to Mortgagee on or before 120 days after the close of each fiscal year of Mortgagor a statement of Mortgagor of the amounts of insurance maintained in compliance with this Subsection, of the risks covered by such insurance and of the insurance company or companies which carry such insurance.
- 3.5 Restoration Following Casualty. In the event of the happening of any casualty, of any kind or nature (whether insured against or not), resulting in damage to or destruction or the Mortgaged Property, Mortgagor will give notice thereof to Mortgagee, and Mortgagor will promptly restore, repair, replace, rebuild or alter the Mortgaged Property as nearly as possible to its value and condition immediately prior to such damage or destruction.

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- 3.6 Performance of Leases and Other Agreements. Mortgagor will duly and punctually perform all covenants and agreements expressed as binding upon it under the Leases and other agreements to which it is a party with respect to the Mortgaged Property or any part thereof.
- 3.7 <u>Inspection</u>. Mortgagor will permit Mortgagee, at all reasonable times, to inspect the Mortgaged Property.
- 3.8 Hold Harmless. Mortgagor will defend and hold Mortgagee harmless from any action, proceeding or claim affecting the Mortgaged Property, or the value of the Note or the Security Documents. Mortgagor shall appear in and defend (or pay the expenses of Mortgagee to defend if Mortgagee elects to handle such defense) any action or proceeding purporting to affect the security of this Mortgage and/or the rights and/or powers of Mortgagee hereunder, and Mortgagor shall pay all costs and expenses (including costs of evidence of title and attorneys' fees) in any action or proceeding in which Mortgagee may so appear and/or any said brought by Mortgagee to foreclose this Mortgage, to enforce any obligations secured by this Mortgage, and/or to prevent the breach hereof.
- 3.9 Books and Records. Mortgagor will maintain full and complete books of account and other records reflecting the results of its operations (in conjunction with its other operations as well as its operations of the Mortgaged Property), in accordance with generally accepted accounting principles, and furnish or cause to be furnished to Mortgagee such financial data as Mortgagee shall, from time to time, reasonably request with respect to Mortgagor and the ownership and operation of the Mortgaged Property, and Mortgagee shall have the right, at reasonable times and upon reasonable notice, to audit Mortgagor's books of account and records.
- 3.10 Payment of Rents. Mortgagor hereby agrees that the respective tenants under the Leases, upon notice from Mortgagee of the occurrence of an Event of Default, shall thereafter pay to Mortgagee the Rents due and to become due under the Leases without any obligation to determine whether or not such an Event of Default does in fact exist. Until the occurrence of an Event of Default, Mortgagor shall be entitled to collect the Rents as and when they become due and payable, but never more than two months in advance.
- 3.11 Awards. Mortgagor will file and prosecute its claim or claims for any Awards in good faith and with due diligence and cause the same to be collected and paid over to Mortgagee, and hereby irrevocably authorizes and empowers Mortgagee, if it so desires, to file such claim and collect any Awards and agrees

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that the proceeds of any Awards will be applied by Mortgagee in reduction of any portion of the Indebtedness as Mortgagee may determine in accordance with Article 6 hereof.

- 3.12 <u>Licenses</u>. Mortgagor shall keep in full force and effect all licenses, permits and other governmental approvals which are necessary for the operation of the Mortgaged Property and related facilities, and furnish evidence satisfactory to Mortgagee that the Mortgaged Property and the use thereof comply with all applicable zoning and building laws, regulations, ordinances and other applicable laws.
- 3.2.3 Junior Financing. Mortgagor shall not without the prior written consent of Mortgagee incur any additional indebtedness or create or permit to be created or to remain, any mortgage, pledge, lien, encumbrance, or charge on, or conditional sale or other title retention agreement, whether prior or subordinate to the liens of the Security Documents, with respect to the Mortgaged Property or any part thereof or income therefrom, other than the Security Documents and the Permitted Encumbrances. Mortgagee will not unreasonably withhold its consent to a subordinate mortgage.
- 3.14 Representations and Varranties of Mortgagor and Guarantors: Mortgagor and Cuarantors hereby represent and warrant to Mortgagee that:
 - (a) Mortgagor is qualified to do business in every jurisidiction in which the nature of Mortgagor's business or properties makes such qualifications necessary, and is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to Mortgagor.
 - (b) The Note, the Security Documents, and the Guaranty will not violate any provision of law (including, but not limited to, any law relating to usury), any order of any Court or other agency or government, or any indepture, agreement or other instrument to which Mortgagor or Guarantor is a party or by which Mortgagor or Guarantor or any of their property is bound, or be in conflict with, result in a breach of or constitute (with due notice and /or lapse of time) a default under any such indenture, agreement or other instrument, or violate the Articles of Incorporation and By-Laws of the Mortgagor or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Mortgagor, except as contemplated by the Note and the Security Documents, and no action with respect thereto by Mortgagor or Guarantor is required.

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- (c) No consent or approval of any regulatory body to the execution, delivery and performance of the Note and the Security Documents or the transactions contemplated thereby is required by law.
- (d) There are no suits, proceedings or investigations pending or threatened against or affecting Mortgagor or Guarantor, at law or in equity, or before or by any governmental or administrative agency or instrumentality which, if adverseley determined, would have a material adverse effect on the business or condition or Mortgagor or Guarantor.
- (e) No judgement, decree or order of any court or governmental or administrative agency or instrumentalitly has been issued against Guarantor or Mortgagor which has or may have any material adverse effect on the business or condition of Guarantor or Mortgagor.
- (f) All information, reports, papers and data given to Mortgagee with respect to Mortgagor, Guarantor or others obligated under the terms of the Security Documents are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Mortgagee a true and accurate knowledge of the subject matter thereof.
- (g) Mortgagor has good and marketable title in fee simple to the Land and Buildings, and good and marketable title to the Fixtures and Personalty, free and clear of any liens, charges, encumbrances, security interests and adverse claims whatsoever except the Permitted Encumbrances.
- (h) The Permitted Encumbrances have not materially interfered with the operation of the Mortgaged Property, nor does Mortgagor reasonably foresee any material interference arising from the Permitted Encumbrances during the term of the Note.
- (i) Mortgagor and Guarantor have filed all Federal, state, county and municipal income tax returns required to have been filed by them and have paid all taxes which have become due pursuant to any assessments received by them, and Mortgagor does not know of any basis for additional assessment in respect to such taxes.
- (j) The Mortgaged Property is being used for commercial purposes.
- (k) No release (a "Release") of oil or petroleum or chemical liquids or solids, liquid or gaseous products or

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 hazardous waste has occurred on the Land or other real property in the state in which Mortgaged Property is located now or previously owned by Mortgagor or any of the partners of Mortgagor (if Mortgagor is a partnership), or any of the stockholders or other persons having a legal or beneficial interest in Mortgagor (if Mortgagor is a corporation, trust or other legal entity). Mortgagor has not received any notice from any governmental agency or from any tenant under a Lease or from any other party with respect to any such lease.

Ereach of such representations and warranties shall constitute an Event of Default hereunder. Mortgagor shall promptly give written notice to Mortgagee of any breach hereunder.

Article 4

EVENTS OF DEFAULT

4. Events of Default

The term "Event(s) of Default", as used in the Security Documents and in the Note shall mean the occurrence or happening, from time to time, of any one or more of the following:

- 4.1 Payment of Indebtedness. If Mortgagor shall default in the due and punctual payment of all or any portion of any instalment of the Indebtedness as and when the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment or by acceleration or otherwise, and such default shall continue for a period of five days after written notice thereof by Mortgagee to Mortgagor.
- 4.2 Performance of Obligations. If Mortgagor shall default in the due observance or performance of any of the Obligations other than payment of money and such default shall not be curable, or if curable shall continue for a period of fifteen days after written notice thereof from Mortgagee to Mortgagor (unless such default, if curable, requires work to be performed, acts to be done or conditions to be remedied which by their nature cannot be performed, done or remedied, as the case may be, within such fifteen day period and Mortgagor shall commence to cure such default within such fifteen day period and shall thereafter diligently and continuously process the same to completion).
- 4.3 Bankruptcy, Receivership, Insolvency, Etc. If voluntary or involuntary proceedings under the Federal Bankruptcy Code shall be commenced by or against Mortgagor or Guarantors or

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bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings shall be instituted by or against Mortgagor or Guarantors with respect to all or any part of Mortgagor's or Guarantors property under the Federal Bankruptcy Code or other law of the United States or of any state or other competent jurisdiction, and if such proceedings are instituted against Mortgagor, it shall consent thereto or shall fail to cause the same to be discharged within sixty days.

- 4.4 Laws Affecting Obligations and Indebtedness. If subsequent to the date of this Mortgage, the state in which the Mortgaged Property is located passes any law (i) which renders payment of the Indebtedness and/or performance of the Obligations by Mortgager unlawful, or (ii) which prohibits Mortgagee from exercising any of its rights and remedies under the Security Documents.
- 4.5 <u>False Representation</u>. If any representation or warranty made by Mortgagor or others in, under or pursuant to the Note or the Security Documents, shall prove to have been false or misleading in any material respect as of the date on which such representation or warranty was made.
- 4.6 <u>Destruction of Improvements</u>. If any of the Buildings is demolished or removed or demolished or removed or demolished or removed is imminent, eminent domain processings excepted.
- 4.7 Default Under Other Mortgage. If the holder of any junior mortgage or any other lien on the Mortgaged Property (without hereby implying Mortgagor's consent to any such junior mortgage or lien) institutes foreclosure or other proceedings for the enforcement of its remedies thereunder or if a default exists under any oter mortgage or lien on the Mortgaged Property, and such default shall continue for a period of ten (10) business days after written notice thereof by Mortgagee to Mortgagor, notwithstanding any provision in the Security Documents or in any other document to the contrary with respect to notice and right to cure being provided to Mortgagee, then Mortgagee may, at its option, declare such an occurrence an Event of Default under this Mortgage.
- 4.8 <u>Security Documents</u>. If a default shall occur under any of the Security Documents.
- 4.9 <u>Due on Sale</u>. If all or any part of the Mortgaged Property or any interest therein, is sold, conveyed, transferred (including a transfer by agreement for deed, land contract or a long term ground lease) or further encumbered by Mortgagor without Mortgagee's prior written consent.

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- 4.10 <u>Judgment</u>. If a final judgment for the payment of money in excess of Twenty-Five Thousand Dollars shall be rendered against Mortgagor or Guarantor and the same shall remain unpaid for a period of sixty consecutive days during which period execution shall not be effectively stayed.
- 4.11 Use of Mortgaged Property. If for any reason the Mortgaged Property ceases to be owned or occupied by a person or entity who or which is a party to a duly authorized and validly existing sales agreement with Ford Motor Company.

Article 5

DEFAULT AND FORECLOSURE

- 5.1 <u>kemedies</u>. If an Event of Default shall occur and be continuing, Mortgagee may, at its option, exercise one or more or all of the following remedies:
- 5.1.1 Acceleration. Declare the unpaid portion of the Indebtedness to be immediately due and payable, without further notice or demand (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.
- 5.1.2 Entry on Mortgaged Property. Enter upon the Mortgaged Property and take possession thereof and all of books, records, and accounts relating thereto.
- 5.1.3 Operation of Mortgaged Property. Hold, lease, operate or otherwise use or permit the use of the Mortgaged Property, or any portion thereof, in such manner, for such time and upon such terms as Mortgagee may deem to be in its best interest (making such repairs, alterations, additions and improvements thereto, from time to time, as Mortgagee shall deem necessary or desirable) and collect and retain all earnings, rents, profits or other amounts payable in connection therewith.
- 5.1.4 Enforcement of Mortgage. Mortgagee, with of without entry, personally or by its agents or attorneys, insofar as applicable, may: (a) sell the Mortgaged Property and all estate, right, title and interest, claim and demand therein, and right of redemption thereof, to the extent permitted by and pursuant to the procedures provided by law, at one or more sales, and at such time and place upon such terms and after such notice thereof as may be required or permitted by law; (b) institute proceedings for the complete or partial foreclosure of this Mortgage; or (c) take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note

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or in this Mortgage, (without being required to foreclose this Mortgage) or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagee shall elect.

- 5.1.5 Foreclosure and Private Sale. Sell the Mortgaged Property in whole or in part, (a) under the judgment or decree of a court of competent jurisdiction, or (b) at public auction (if permitted by the laws of the jurisdiction in which the Mortgaged Property is situated) in such manner, at such time or times and upon such terms as Mortgagee may determine, or as provided by law; and/or sell the Personalty and/or the Fixtures, in whole or in part, at one or more public or private sales, in such manner, at such time or times and upon such terms as Mortgagee may determine, or as provided by law.
- 5.1.6 Receiver. Mortgagee shall be entitled, as a matter of strict right, without notice and ex parte, and without regard to the value or occupancy of the security, or the solvency of the Mortgagor or of the Guarantor, or the adequacy of the Mortgaged Property as security for the Note, to have a Receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents and profits therefrom and apply the same as the court may direct, such Receiver to have all the rights and powers permitted under the laws of the State where the Mortgaged Property is located. Mortgagor hereby waives any requirements on Receiver or Mortgagee to post any surety or other bond. Mortgagee or the Receiver may also take possession of and for these purposes use, any and all personalty which is a part of the Mortgaged Property and used by Mortgagor in the rental or leasing thereof or any part thereof. The expense (including Receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured by this Mortgage. Mortgagee shall (after payment of all costs and expenses incurred) apply such rents, issues and profits received by it on the indebtedness secured hereby in the order herein provided. The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by Receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issues and profits actually received by Mortgagee.
- 5.1.7 Other. Exercise any other remedy specifically granted under the Security Documents or now or hereafter existing in equity, at law, by virtue of statue or otherwise.

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- 5.2 Separate Sales. Any real estate or any interest or estate therein sold pursuant to any writ of execution issued on a judgment obtained by virtue of the Note or this Mortgage or the other Security Documents, or pursuant to any other judicial proceedings under this Mortgage or the other Security Documents, may be sold in one parcel, as an entirety, or in such parcels, and in such manner or order as Mortgagee, in its sole dscretion, may elect.
- 5.3 Remedies Cumulative and Concurrent. The rights and recedies of Mortgagee as provided in the Note and in the Security Documents shall be cumulative and concurrent and may be pursued separately, successively or together against Mortgagor or against other coligors or against the Mortgaged Property, or any one or more of them, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.
- 5.4 Additional Pights and Remedies. At any time after default in the payment or performance of the Indebtedness or Obligations, Mortgagee scall have all the following rights and remedies:

With or without notice, and without releasing Mortgagor from any Indebtedness and Obligations, and without becoming a mortgagee in possession, to cure any breach or default of Mortgagor and, in connection therewith, to enter upon the Property and to do such acts and things as Mortgagee deem necessary or desirable to protect the security hereof including, but without limitation to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or nowers of Mortgagee hereunder; to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of Mortgagee, is prior or superior hereto, the judgment of Mortgagee being conclusive as between the parties introto; to obtain insurance to pay any premiums or charges with respect to insurance required to be carried hereunder; and to employ counsel, accountants, contractors and other appropriate persons to assist them.

5.5 No Cure or Waiver. Neither Mortgagee's nor any receiver's entry upon and taking possession of all or any part of the Property, nor any collection of rents, issues, profits, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Indebtedness and Obligations, nor the exercise of any other right or remedy by Mortgagee or any receiver shall impair the status of the security, or cure or waive any default or notice of default under

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this Mortgage, or nullify the effect of any notice of default or sale or prejudice Mortgagee in the exercise of any right or remedy, or be construed as an affirmation by Mortgagee of any tenancy, lease or option or subordination of the lien of this Mortgage.

- Mortgagor agrees to pay to Mortgagee immediately and without demand all costs and expenses incurred by Mortgagee in exercising the remedies under the Note and Security Documents (including but without limit, court costs and attorneys' fees, whether incurred in litigation or not) with interest at the greater of Defaulted Interest Rate or the highest rate payable under any Indebtedness and Obligations from the date of expenditure until said sums have been paid. Mortgagee shall be entitled to bid, at the sale of the Property held pursuant to the power of sale granted herein or pursuant to any judicial foreclosure of this interest in addition to the amount of the other Indebtedness and Obligations as a credit bid, the equivalent of cash.
- Mortgagor hereby waives and releases (a) all benefit that might accrue to Mortgagor and Guarantor by virtue of any present or future law exempting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any appraisement, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment (b) unless specifically required herein, all notices of Mortgagor's default or of Mortgagee's election to exercise, or Mortgagee's actual exercise, of any option or remedy under the Note or the Security Documents, (c) any right to have the liens against Mortgaged Property marshalled and (d) any and all rights of redemption under any order of foreclosure in accordance with I.R.S. C.110 \$12-125 and I.R.S. C.110 \$15-1601(b) [effective 7/1/87].
- 5.8 Application of Proceeds. The proceeds of any sale of all or any portion of the Mortgage Property and the amounts generated by any holding, leasing, operation or other use of the Mortgaged Property shall be applied by Mortgagee in the following order:
 - (a) first, to the payment of the costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same,
 - (b) second, to the extent allowed by law, to the payment of attorneys' fees and other legal expenses, including expenses and fees incurred on appeals; legal expenses and fees of a receiver,

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- (C) third, to the payment of accrued and unpaid interest on the Note; and
- (d) fourth, to the payment of the balance of the Indebtedness.

The balance, if any, shall be paid to the parties entitled to receive it.

- 5.9 Strict Performance. Any failure by Mortgagee to insist upon strict performance by Mortgagor or Guarantor of any of the terms and provisions of the Security Documents or of the Note shall not be deemed to be a waiver of any of the terms or provisions of the Security Documents or the Note and Mortgagee shall have the right thereafter to insist upon strict performance by Mortgagor or Guarantor of any and all of them.
- 5.10 No Conditions Precedent to Exercise of Remedies. Neither Mortgagor nor any other person now or hereafter obligated for payment of all or any part of the Indebtedness (including Guarantor) shall be relieved of such obligation by reason of the failure of Mortgagee co comply with any request of Mortgagor or Guarantor or of any other person so obligated to take action to foreclosure on this Mortgage or otherwise enforce any provisions of the Security Documents of the Note, or by reason of the release, regardless of consideration, of all or any part of the security held for the Indebtedness, or by reason of any agreement or stipulation between any subsequent owner of the Mortgaged Property and Mortgagee extending too time of payment or modifying the terms of the Security Documents or Note without first having obtained the consent of Mortgagor, Guarantor or such other person; and in the latter event Mortgagor, Guarantor and all such other persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Mortgagee.
- 5.11 Release of Collateral. Mortgagee may release, regardless of consideration, any part of the security held for the Indebtedness or Obligations without, as to the remainder of the security, in any way impairing or affecting the liens of the Security Documents or their priority over any Indebtedness secured hereby or for performance of any Obligations contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after maturity of said Note, and without notice or consent:

 (a) release any person liable for payment of all or any part of the Indebtedness or for performance of any Obligations; (b) make any agreement extending the time or otherwise altering terms of payment of all or any part of the Indebtedness, or modifying or

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 waiving any Obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof; (c) exercise or refrain from exercising or waive any right Mortgagee may have; (d) accept additional security of any kind; (e) release or otherwise deal with any property, real or personal, securing the Indebtedness, including all or any part of the Mortgaged Property.

- 5.12 Other Collateral. For payment of the Indebtedness, Mortgagee may resort to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.
- 5.13 Discontinuance of Proceedings. In case Mortgagee shall have proceeded to enforce any right under the Note or the Security Documents and such proceedings shall have been discontinued or abandoned for any reason, then in every such case Mortgagor/Guarantor and Mortgagee shall be restored to their former positions and the rights, remedies and powers of Mortgagee shall continue as if no such proceedings had been taken.
- 5.14 Prepayment. If following the occurrence of an Event of Default and an acceleration of the Indebtedness, Mortgagor shall tender payment of any amount sufficient to satisfy the entire Indebtedness at any time prior to a sale of the Mortgaged Property, and if at the time a voluntary prepayment shall require a premium in connection herewith, then such tender shall be deemed to be a voluntary prepayment fee under the Note. amount shall be deemed payment of liquidated damages to compensate Mortagee for the losses resulting from the early occurrence of an Event of Default. The liquidated damages shall Article 6 become part of the Indebtedness.

CONDEMNATION

6.1 Condemnation. Mortgagor hereby assigns transfers and sets over to Mortgagee all rights of Mortgagor to any award or payment in respect of (a) any taking of all or a porcion of the Mortgaged Property as a result of, or by agreement in anticipation of, the exercise of the right of condemnation or eminent domain; (b) any such taking of any appurtenances to the Mortgaged Property or of vaults, areas or projections outside the boundaries of the Mortgaged Property, or rights in, under or above the alleys, streets or avenues adjoining the Mortgaged Property, or rights and benefits of light, air, view or access to said alleys, streets, or avenues or for the taking of air, view or access to said alleys, streets, or avenues or for the taking of space or rights therein, below the level of, or above the Mortagaged Property; and (c) any damage to the Mortgaged Property or any part thereof due to governmental action, but not resulting

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in, a taking of any portion of the Mortgaged Property, such as, without limitation, the changing of the grade of any street adjacent to the Mortgaged Property. Mortgagor hereby agrees to file and prosecute its claim or claims for any such award or payment in good faith and with due diligence and cause the same to be collected and paid over to Mortgagee, and hereby irrevocably authorizes and empowers Mortgagee, in the name of Mortgagor or otherwise, to collect and receipt for any such award or payment and, in the event Mortgagor fails to act, or in the event that any Event of Default has occurred and is continuing to file and prosecute such claim or claims.

- 6.2 Application of Proceeds. All proceeds received by Mortgages with respect to a taking of all or any part of the Mortgaged Property or with respect to damage to all or any part of the Mortgaged Property from governmental action not resulting in a taking of the Mortgaged Property, shall be applied as follows, in the order of priority indicated:
 - (a) first, to the payment of the costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing, regarring, improving and selling the same,
 - (b) second, to the extent allowed by law, to the payment of attorneys' fees and other legal expenses, including expenses and fees incurred on appeals; legal expenses and fees of a receiver,
 - (c) third, to the payment of accrued and unpaid interest on the Note; and
 - (d) fourth, to the payment of the balance of the Indebtedness.

The balance, if any, shall be paid to the parties entitled to receive it.

Article 7

MISCELLANEOUS

7.1 Security Interest. This Mortgage shall be construed as a mortgage of both real property and personal property and it shall also constitute and serve as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted in the state in which the Mortgaged Property is located, with respect to the Rent, Personalty and the Fixtures.

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- Financing Statements. Mortgagor agrees to and shall execute and deliver to Mortgagee, in form satisfactory to Mortgagee, such "Financing Statements" and such further assurances as Mortgagee may, from time to time, consider reasonably necessary to create, perfect and preserve Mortgagee's liens upon the Rent, Personalty and Fixtures, and Mortgagee, at the expense of Mortgagor, may or shall cause such statements and assurances to be recorded and re-recorded, filed and re-filed, at such times and places as may be required or permitted by law of the state in which the Mortgaged Property is located to so creats, perfect and preserve such liens.
- Uniform Commercial Code. Mortgagee shall have all the rights wich respect to the Rents, Personalty and the Fixtures afforded to 3% by the Uniform Commercial Code as adopted by the state in which the Mortgaged Property is located in addition to, but not in limitation of, the other rights afforded Mortgagee by the Security Documents.
- 7.4 Security Agreement. Mortgagor hereby grants to Mortgagee a security interest under the Uniform Commercial Code as adopted by the state in which the Personalty and Fixtures are located, in the Personalty and Fixtures, and Mortgagee shall have all rights with respect thereto afforded to it by such Code, in addition to, but not in limitation of, the other rights afforded to Mortgagee by the Security Documents.
- 7.5 Information. Mortgagor represents and warrants that all information, reports, papers and data given to Mortgagee with respect to Mortgagor or others obligated under the terms of the Security Documents are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Mortgagor a true and accurate knowledge of the subject matter thereof.
- 7.6 Further Assurances. Mortgagor, upon the igasonable request of Mortgagee, will execute, acknowledge and celiver such further instruments (including, without limitation, a declaration of no set-off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Security Documents and to subject to the liens thereof any property intended by the terms thereof to be covered thereby, and any renewals, additions, substitutions, replacements or betterments thereto.
- Recording and Filing. Mortgagor, at its expense, will cause the Security Documents and all supplements thereto at all times to be recorded and filed and re-recorded and re-filed in such manner and in such places as Mortgagee shall reasonably request, and will pay all such recording, filing, re-recording and re-filing taxes, fees and other charges.

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- 7.8 Notice. All notices, demands, requests and other communications required under the Security Documents and the Note shall be in writing and shall be deemed to have been properly given if sent by U. S. first class mail, postage prepaid, addressed to the party for whom it is intended at the Mortgagor's Address or the Mortgagee's Address, as the case may be. Any party may designate a change of address by written notice to the other, given at least 10 days before such change of address is to become effective.
- 7.9 Mortgagee's Right to Perform the Obligations. If Mortgagor fails to make any payment or perform any act required by the Note or the Security Documents, Mortgagee, without any obligation so to do and without waiving any other right, remedy or recourse, may make such payment or perform such act at the expense of Mortgagor. All sums so paid by Mortgagee and all costs incurred in connection therewith, together with interest thereon at the Defaulted Interest Rate from the date of payment, shall constitute part of the Indebtedness and shall be paid by Mortgagor to Mortgages on demand. If Mortgagee shall elect to pay any Imposition, Mortgagee may do so in reliance on any bill. statement or assessment procured form the appropriate public office, without inquiring into the accurancy thereof or into the validity of such Imposition. Mortgagor shall indemnify Mortgagee for all lossess and expenses, including reasonable attorneys fees, incurred by reason of any acts performed by Mortgagee pursuant to the provisions of this Subsection or by reason of the Security Documents, and any funds expended by Mortgagee to which it shall be entitled to be indemnified, together with interest thereon at the Defaulted Interest Race from the date of such expenditures, shall constitute additions to the Indebtness and shall be secured by the Security Documents and shall be paid by Mortgagor to Mortgagee upon demand.
- 7.10 Covenants Running with the Land. All covenants contained in the Security Documents shall run with the Mortgaged Property.
- 7.11 Severability. In case of any one or more of the Obligations shall be invalid, illegal or unenforceable in any respect, the validity of the remaining Obligations shall be in no way affected, prejudiced or disturbed thereby.
- 7.12 Modification. The Security Documents and the terms of each of them may not be changed, waived, discharged or terminated or corally, but only by an instrument or instruments in writing signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

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- 7.13 Due on Sale. The loan evidenced by the Note and secured by this Mortgage is personal to Mortgagor, and Mortgagee made such loan to Mortgagor based upon the credit of Mortgagor and Mortgagee's judgment of the ability of Mortgagor to repay the entire Indebtedness and therefore this Mortgage may not be assumed by any subsequent holder of an interest in the Mortgaged Property without Mortgagee's prior written consent. This Section 7.13 does not limit the effect and generality of Section 4.9 hereof.
- 1.14 Tax on Indebtedness or Mortgage. In the event of the passage, after the date of this Mortgage, of any law deducting from the value of land for the purposes of taxation, any lien thereon, or imposing upon Mortgagee the obligation to pay the whole, or any part, of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws clating to the taxation of mortgages or debts as to affect the Mortgage or the Indebtedness, the entire unpaid balance of the Indebtedness shall, at the option of Mortgagee, after thirty (30) days written notice to Mortgagor, become due and payable; provided, however, that if, in the opinion of Mortgagee's counsel, it shall be lawful for Mortgagor to pay such taxes assessments, or charges, or to reimburse Mortgagee therefor, then there shall be no such acceleration of the time for payment of the unpaid bulance of the Indebtness if a mutually satisfactory agreement for reimbursement, in writing, is executed by Mortgagor and delivered to Mortgagee within the aforesaid period.
- 7.15 Maximum Rate of Interest. Notwithstanding any provision in this Mortgage, or in any instrument now or hereafter relating to or securing the Indebtedness evidenced by the Note, the total liability for payments of interest and payments in the nature of interest, including, without limitation, all charges, fees, exactions, or other sums which may at any time be deemed to be interest, shall not exceed the limit imposed by applicable usury laws. In the event the total liability for payments of interest and payments in the nature of interest, including without limitation, all charges, fees, exactions or other sums which may at any time be deemed to be interest, shall, for any reason whatsoever, result in an effective rate of interest, which for any month or other interest payment period exceeds the limit imposed by the applicable usury laws, all sums in excess of those lawfully collectable as interest for the period in question shall, without further agreement or notice by, between, or to any party hereto, be applied to the reduction of the Principal Balance immediately upon receipt of such sums by Mortgagee, with the same force and effect as though Mortgagor had specifically designated such excess sums to be so applied to the reduction of the Principal Balance and Mortgagee had agreed to accept such

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sums as a premium-free payment of the Principal Balance, provided, however, that Mortgagee may, at any time and from time to time, elect, by notice in writing to Mortgagor, to waive, reduce or limit the collection of any sums (or refund to Mortgagor any sums collected) in excess of those lawfully collectable as interest rather than accept such sums as a prepayment of the Principal Balance.

- 7.16 Survival of Warranties and Covenants. The warranties, representations, covenants and agreements set forth in the Security Documents shall survive the making of the loan and the execution and delivery of the Note, and shall continue in full force and effect until the Indebtedness shall have been paid in full.
- 7.17 Applicable Law. The Security Documents shall be governed by and construed according to the laws of the State of Illinois.
- 7.18 Loan Expenses. Mortgagor shall pay all costs and expenses in connection with the preparation, execution, delivery and performance of the Note and the Security Documents, including (but not limited to) fees and disbursements of its and Mortgagee's counsel, broker's fees, recording costs and expenses, conveyance fee, documentary stamp, intangible and other taxes, surveys, appraisals and policies of title insurance, physical damage insurance and liability insurance, and a closing fee equal to one tenth of one percent of principal amount of Note.
- 7.19 Tax and Insurance Escrow. In the event Mortgagor is delinquent for 10 days in any payment required under the Note or the Security Documents, Mortgagee shall neve the option upon fifteen days' prior written notice to Mortgagor to require Mortgagor to pay to Mortgagee, on each of the monthly due dates of interest payments, as set forth in the Note, an amount equal to one-twelfth of the annual (i) Impositions and (ii) insurance premiums for such insurance as is required hereunder. Mortgagor shall also pay into such account such additional amounts, to be determined by Mortgagee from time to time, as will provide a sufficient fund, at least thirty days prior to the due outes of the next installment of such Impositions and premiums, for payment of such Impositions and premiums so as to realize the maximum discounts permitted by law. Amounts held hereunder by Mortgagee shall be non-interest bearing and may be commingled with Mortgagee's other funds. Upon assignment of this Mortgage, Mortgagee shall have the right to pay over the balance of such amounts then in its possession to the assignee and Mortgagee shall thereupon be completely released from all liability with respect to such amounts. Upon full payment of the Indebtedness, or, at the election of Mortgagee at any prior time, the balance

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of such amounts shall be paid over to Mortgagor and no other party shall have any right or claim thereto. Amounts held by Mortgagee pursuant to his Section 7.19 shall (a) be made available to Mortgagor in sufficient time to allow Mortgagor to satisfy Mortgagor's obligations under the Security Documents to pay Impositions and required insurance premiums, with the maximum discount period, where applicable and (b) not bear interest.

- 7.20 Joint Preparation. Mortgagor and Mortgagee acknowledge and agree that this instrument, including the terms and provisions hereof, was negotiated by each and shall not be deemed to have been prepared by either Mortgagor or Mortgagee, but by both equally.
- 7.21 Loase Agreement. Mortgagor agrees not to terminate, amend, or modify any of the Leases or subleases, or grant any concessions in connection therewith, or to accept a surrender thereof without the written consent of Mortgagee. Mortgagor agrees not to execute any future Lease or Leases or subleases pertaining to the Mortgaged Property without the prior written consent of Mortgagee, which shall not be unreasonably withheld.

All terms, provisions, conditions and covenants contained in the Promissory Note secured by this instrument are expressly incorporated herein.

This Mortgage is executed by the First National Bank of Skokie, 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 First Nation ? Bank of Skokie 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 the said First Party or on said First National Bank of Skokie personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing herein, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successor and said First National Bank of Skokie personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises 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

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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as FIRST NATIONAL BANK OF SKOKIE,

of the date first above written.

a National Banking Association, as Trustee under Trust Agreement dated August 16, 1977 and known as Trust No. 50594T

MIDENT AND THUST OFFICER

Property of County Clark's Office

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COOK COUNTY, REINORS FILED FOR FLOORS

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I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named AVP+70. President and ---— Secretary of the First National Bank of Skokie personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day in person and acknowledged tha they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purpose therein set forth; and the said Secretary then and there acknowledged that said Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Company th. Ases

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Office for the uses and purposes therein set forth.

My commission expires: 9-24-89.

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表现这个信息人员

SCHEDULE A

That part of the North East 1/4 of Section 4 South of the Indian Boundary Line, in Township 39 North, Range 12 East of the Third Principal Meridian described as follows:

Beginning at a point in the South line of North Avenue, being 97.6 feet South of the North line and 745.0 feet West of the East line of Section 4 aforesaid, thence South at right angles to the South line of North Avenue, Route 64 (as dedicated by Document Number 1201927) 336.0 feet to a point 152 114 feet North line of Owner's Subdivision of the East 70 acres (except the North 15 acres and except the East 33 feet thereof taken for street) of the North East 1/4 of Section 4 aforesaid; thence South 89 degrees 45 minutes 57 seconds West 396.45 feet to a point in the Easterly line of a tract conveyed by C. Hausserman Company to the Indian Harbor Belt Railway Company by deed recorded July 8, 1926, as Document 9332022, 150.49 feet North of the North line of owner's subdivision aforesaid; thence North 00 degrees 12 minutes 47 seconds east along said described line for a distance of 205.904 feet to its intersection with the Southeasterly line of the Indiana Harbor Belt Railraod Company right of way, as conveyed by C. Hausserman Company to the Indiana Harbor Belt Railroad Company by Document 7224882; thence North 25 degrees 10 minutes 27 seconds East on the Southeasterly line of said right of way for a distance of 145.54 feet (deed) (145.54 feet measured) the the South line of North Avenue, aforesaid; thence East on said South line of North Avenue 333.78 feet to lent's Office the point of beginning in Cook County, Illinois.

P.T. #15-04-204-031-0000

2600 W. North Ave Metrose Park, 11 60160



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SCHEDULE B

Permitted Encumbrances

Lease Agreement Al Piemonte Bui for a term comm	by and between	ALEX Veen N 1 Diem No. 50594, May 5, 1980	A. Piemoa onte Wiscom Inc. dated	Ite, JR Time. and May 5, 1986 and
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