The undersigned, UNION NATIONAL BANK & TRUST COMPANY, a banking association, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to the undersigned pursuant N to a Trust Agreement dated FEBRUARY 10, 1987, and known as Trust Number 1355 hereinafter referred to as the "Mortgagor", does hereby mortgage and convey to Union National Bank & Trust Company, a banking association hereinafter referred to as the "Mortgagee", the following real estate in the County of Cook, State of Illinois, to wit:

LOT 71 IN THE MEADOWS, PHASE 1, BEING A SUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 9 EAST, OF THE THIRD P.M., IN COOK COUNTY, ILLINOIS.

PAD. 06-24.301-001 1000 T common address: LOT 71 - 207 IRIS DRIVE, STREAMWOOD, IL

Together with all buildings, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, eterm doors and windows floor covering doors and windows floor covering doors. storm doors and windows floor coverings, screen doors, in-a-door beds, awnings, stoves, water nexters, refrigerators, washing machines, clothes dryers, and all other such appliances (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not): and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set dues unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgageee is hereby subrogated to the rights of all mortpages, lien holders and owners paid off by the proceeds of the loan herecy secured.

To have and to hold the said property, with said buildings, improvements, fixtures, appurtenances and equipment, urto said Mortgagee forever for the uses herein set forth. Notwithstanding any of the provisions contained herein, the mortgagor hereby waives any and all rights of redemption from sale under any order or judgement of foreclosing on its own behalf and on behalf of each and every person, except judgement creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

To secure (1) The payment of a Note executed by the hortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of EIGHTY SIX THOUSAND ONE HUNDRED SIXTY SEVEN AND 25/100 DOLLARS (\$36,167.25), which Note, together with interest thereon as therein provided, payable in full at maturity. All payments are to be applied, first, is any late charges due, then interest, and the balance to principal, urti) said indebtedness is paid in full; (2) The performance of other agreements in said Note and Construction Loan Agreement dated MAY 13TH, 1987, which are hereby incorporated herein and made a part hereof, and which provides, among other things, upon ten days notice from the Mortgagee for an additional monthly payment of one-twelfth (1/12) of the estimated annual taxes (unless the Mortgagee has pledged an interest bearing savings account to satisfy estimated taxes) assessments, insurance premiums and other charges upon the mortgaged premises, and (4) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note and Construction Loan Agreement dated MAY 13TH, 1987.

THE MORTGAGOR COVENANTS:

A. (1) To paid said indebtedness and the interest thereon as herein and in said Note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attached thereto all taxes, special assessments, water charges, and sewer charges

\$16.00

(The undersigned, UNIOW NATIONAL SAME & TRUST COMPANY; a banking association, out personally but as Trustee under the provisions of a dued drauenuq bengierabni ent et benevilab bas behrober ylub fædra at äbeebjrio to a Trust Agreement dated FEBSUARY 10, 1987, and known as Trust Number 1355 hereinefter referred to as the "Movingagor", does hereby mortgage and convey to Union National Bank ? Trust Company, a banking association hardinafter referred to so the "Mortgagee", the Tollowing real estate the County of Cook, State of Illinois, to wit:

107 71 IN THE MEADOWS, PHASE 1, BEING A SURDIVISION IN PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIE 41 NORTH, RANGE 9 EAST, OF THE THIED F.W. IN COOK COUNTY ILLINOIS.

TAN DW. 19 . 3 01 DOI TO THIS DRIVER STREAMWOOD, IL

Together with all buildings, firtures or apportanes now or hur after erected thereon or placed theres a lacteding all apparatus, equipment, #istores or enticles, whether in single units or centrally controlled. ilyebb to supply heat, gas, air conditioning, water, light, power ingfrigeration, ventilation or other services, and any other bling how our hereafter therein or thereon, the turnishing of which by lasers to despéss ls custémany ac apprepriate, lociuding screens, widdow shados. storm doors and windows floor coverings, screen doors, in-a-door beds awnings, stoves, water heaters, refrigerators, washing woohines, clastor dryers, and all other such appliances (all of which are intended to bu nut are hereby declared to be a port of said each estable, physically attached thereto or unt); and also together with all easements and the pages classes and produte of said precises which are hereby pledged. assaughed, transferred and set over colo the Morogoe, whether now due or hereston to become the set over the berein. The Mortgagese is bereby subtrogated to the rights of all mortgropes. The bulders and owners perd off by the proceeds of the lost hareby secured.

To have and to hold the said property, with said buildings, improvements, fixtures, appuntenances and equipment, onto said Mortgages forever for the cuses herein set forth. Notwithstanding and of the provisions contained uses herein, the mortgager hereby waiver any and all rights of redemption from Balle under any order or judgement of forerlosure on its own behalf and on behalf of the heretogen; except judgement creditors of the mortgager, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

To secure (1) The payment (6 a fole executed by the Mortgagor to the order of the Mortgagoe bearing even dere herewith in the principal sum of EIGHTY 51X THOUSAND ONE HUNDRED BIXTY ECVEN AND 25/100 DOLLARS (\$56.167.25); which Note: together with interest beareon as therein provided, payable in full at maturity. (1) paymants are to be applied, first, to any late charges due, then in erost, and the halance to principal, until said indebtedness is over in fell; (B) The performance of other agreements in said Note and Construction town Agreement dated MAY 187H. 1987 which are hareby torrespeated because and which providers among bibles in time, upon her days no ins form the Mortgages for an additional mechly payment of one-twelfth (1/12) of this estimated annual takes (unless the Mortgagos hat pledges an interest bearing earling account to satisfy estimated texas; sageraments, incomprise promiums and ම්ඩාම්ල සේසාවලයන පතුනා the mortgoged promoses, and (4) The performance ගේ යැ.t of the covenants and obliquitions of the Pertuager to the Mortgages, as Contained herein and in esid Note and Construction Loan Agreement dated 1.7891 HAY TELL!

THE MORTGAGOR COVENANTS:

(4.1) To part sold interest the art the areast blackers as thereon 🖼 ide Note provided, or accerding to by agreement paraiding that time of payment thereof the pay one aut before any penalty attached thareto all taxes, special assessments, unter charges, and sewer charges

against said property (Including those becatare due), and to furnish Mortgagee, upon request, the icase receipts thems Mortgagee, upon request, extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide public liability insurance and such other insurance as the Mortgagee may require. until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a Master's or Commissioner's deed; and in case of loss under such policies, the Mortgagee is authorized to adjust collect and compromise in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, rouchers and releases required of it to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or camage, or commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the procesus of any insurance covering such destruction or damage; (5) To keep said promises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) To comply with the provisions of any lease if this Nortgage is on a leasehold; (7) To perform all obligations under any declaration, covenant, bylaws, regulations, and constituent documents governing said premises if the Mortgage is on a condominium or a planned unit develorment; (8) Not to make, suffer or permit any unlawful use of any nulsance to exist on said property nor to diminish nor impair its value by any act or omission to act; (9) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (10) Not to make, suffer or permit, without the written permission of the Mortgagee being first and and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, or any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property, (d) any sale, assignment or transfer of any right title or interest in and to said property or any portion thereof, (11) Not to accept or acknowledge without the written consent of the Mortgagee being first had and obtained any sale, assignment or transfer of any beneficial interest in and to the above numbered trust; (12) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the said premises; (13) To appear in and defend any proceeding which in the opinion of the Mortgages affects its security hereunder, and to now all its security hereunder, and to pay all costs, expenses and fees incurred or paid by the Mortgagee in any proceeding in which may be made a party defendant by reason of this Mortgage.

B. That in case of failure to perform any of the covenants herein, mortgagee may do on Mortgagor's behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at an interest rate equal to the prime rate as published in the Wall Street Journal plus 3%, varying daily shall become so much

de inner UNOEFECIAL STORY variaging bis de desirate de la desirate extended against said proporty shall be conclusively deemed valid for the purpose of bais requirements (8) to less the laprovements dow or hereafter doon send promises insured against damage by fire, and such other hazards as the Mortgages may require to be insured against; and to provide public liability insurance and such other insurince as the Mortgages may require. with 1 gaid undebtedness is fully paid, or in case of forsclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies and in such form as whall be setisfactory to the Mortgagest such insurance pelicias shall camain with the Mortgages during said period or parioder and contain the usual clause making than payable to the Mortgagee: and in care of foraclosure sale payable to the dwhief of the certificate of sale, owner of any deficiency, any received or redempticher, or any grantee in a Nester's or Cambiesioner's dead; and in tiges of loss under such policies, the Mortgages is suthorized to adjust cellest and compromise in its discretion, all cialms bhereunder and to execute and the execute and deliver on behalf of the derigagor all necessary proofs of logg; receipts, youchers, releases and acquittences required to be signarby the insurance companies, and the Mortgagor agrees to sign, upon demends all receipts, vouchers and releases requires of it to be signed by Nirtgages for such pursoses and the Mortgages is authorized to apply the **proceeds of any insurance claim to the resturation of the procedy or apon** indebtack . Adam bud krotterak distrikt is distrik bud manda essabababit. And shell continue until eard indebted as said in full; (4) Inmediately efficiention or denegation of comparty complete the **řeb**útilding or restoration of buildings und improvements now or herestter on said premises, unless Mortgages slacts to apply on the indebtedness secured hereby the proceeds of any transporting such destruction or damage; (5) To beep said premises in good condition and repair, without waste, and free from any mechanic's or other lied of claim of lien not Waste, and free Erom any mechanic's or other lied of claim of lien not expressly subordinated to the lien hereoff (6) to comply with the provisions of any lease if this Moregage is on a leasehold; (7) To parform all obligations under any declaration, coverant, bylews, requisitons, and constituent documents governing said premises in the Mortgage is on a constituent documents governing said property on a plananed unit device to make, auffer or permit any unitaritudes of any nutration to said property nor to permit any unitarituluse of any nutration to act; (6) To comply diminish nor impair its value by any act or amission to act; (6) To comply with all requirements of law with respect to mortgaged premises and the use its thereoff (10) Not to make, enforment, mortgaged premises and the use of permits in the Mortgages being fixet had and outsained. (a) any use of the property for any purpose other (3), that for which it is now used, (b) any alterations, additions, additions, demonstration of any increases or equipment now or improvements, apparatus, apparatus, apparatus, apparatus, apparatus, apparatus, apparatus, apparatus, and purposes on conditional selections. Hermaffter upon said property, the any purchase on conditional weles taren or agreement under which titro is reserved in the vendon, or any apparatus, fixtures or equipment to be placed in or upon any buildings or Apply wears to east property, (d) any sale, assignment on transfer of any langs or transfer of any tage fattatile on the east of any portion thereof. (d) any portion thereof. (d) the east of any portion thereof. (d) the east of the east of the transfer of the Mertagage being first bat and obtained any sale, assignment or transfer of any beneficial interest in and to the above numbered trusts (12) To chaplete within a careenable time any heildings or improvements new or at any time in process if erection upon the said premises; (13) to appear on and defend any proceeding which in the opinion of the Morteages affects its security hereunder, and to pay all costs, expenses and fees incorred or paid by the Portgages in any proceeding in which may be made a party defendant by Frason of this Mortgage.

B. That in case of failure to perform any of the covenants herein, mortgages may do on Hortgager's behalf everything so covenanted; that seld Mortgages may also do any act it may doem nacessary to protect the lien bereque may also do any act it may doem nacessary to protect the lien bereque that Mortgager will repay upon demand any moneys paid or disbursed by Mortgages for any of the above purposes and such moneys together with interest thereon at an interest rate equal to the orime rate as published in the year lowers together with the Wall Street lowers plus 38, varying daily shall become so much

additional indebtedress secured by this Mortgagee with the same priority as the original indebtedress and may be ignificed in an Depreed foreclosing this Mortgage and be paid but of the rents of proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing here contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

- C. That it is the intent hereof the secure payment of said Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or a later date, or having been advanced, shall have been repaid in part.
- D. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successors in interest with reference to this Mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured.
- E. That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be institute; to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, to if the Mortgagor shall make any assignment for the benefit of its creditors or if its creditors or if its property be placed under control or in clustody of any court, or if the Mortgagor abandon any of said property or in the event of the transfer of, or agreement to transfer, any right, title or interest in said property of any portion thereof, or in the event of any sale, assignment or transfer of any beneficial interest in and to the above-numbered trust, or if the Mortgagor fails to complete within a reasonable time, any building or buildings now or at any time in process of erection upon said premises, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable whether or not such default be remedied by the Mortgagor and apply toward the payment of said Mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the premises enmasse without offering the several parts separately. in the event that the ownership of said property, or any part thereof, becomes vested in a person other than the Mortgagor and any part of the sums secured hereby remain unpaid, and in the further erant that the Mortgagee does not elect to declare such sums immediately due and payable, the Mortgagor shall pay a reasonable fee to the Mortgagee to cover the cost of amending the records of the Mortgagee to show such change of ownership.
- F. That upon commencement of any foreclosure proceeding hereunded the court in which such bill is filed may, at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under it, and without regard to the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead appoint a receiver with power to manage and rent and to collect the rents, issues, and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected may be applied before as well as after the Master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and

Sodibional superbadement Group, the configuration of sale priors; as the brightest indebted set out of the configuration of sale of sale of sale this Martgage and be part out of the configuration of proceeds of sale of sale premises it not otherwise paids that it shall not be obligatory upon the Mortgages to inquire into the validity of say lien, encumbrance or claim in advancing moneys as above otherwised; but nothing here contained shall be construct as requiring the Mortgages to advance any moneys for any purpose nor to do any set hereunder; and the Mortgages shall not incur any personal liability because of anything it may do or omit to do hereunder.

De That it is the intent hersof the secura payment of said Nobe whether the entire amount shall have been advanced to the Mortgagor at the date become or a later date, or a later date, or baying been advanced, shall have been repair in part.

Distrot in the event the nonership of said property or any part thereof becomes vested in a person other than the Hortgagor, the Mortgage may, without notice to the Mortgagor, coal with such successors in interest with reference to this Hortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for gayment of the debt, secured hereby, without discharging or any way affecting the liability of the Mortgagor hereunder or upon the ordinarety secured

E. That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said Note or obligation or any extension or renoval thereof, or if proceedings be instituted to enforce any other tien or diarge upon any of estd property; or upon the filling of a proceeding in be kruptcy by or perd property, or upon the transport appropriately in between by the against the appropriate or if the warragager shall make any assignment for the benefit of its creditors or if its property has gladeed under control or in custed of acquired or if the Martgager against against or if the Martgager or against of the transfer of, or agreement to transfer any right, title or respect in said property of any portion thereof, or in the event of any sale, assignment or transfor of gray teneficial interest in and to the educarmosered trust, or if the Mortgagor fails to complete with n a reasonable time, any building or buildings of crecklon upon said premises; there in any of said premises; the throughout in any of said events, the thropped is hereby authorized and empowered, at its option, and simus afrecting the lien hereby created or the priority of said lien hereunder. to decise, without notice all sums so ad hereby immediately due and decises, without notice all sums so ad hereby immediately due and apply decise of apply decises or not such default be remained by the Mortgagor and apply toward the payment of said Mortocky indebtedness any indebtedness of the Mertgagse to the Mortgagor and the Mortgages may also immediately proceed to foreciose this Mortgage, up any foreclosure a sale may be made of the premises annesse without offering the several parts separately. That in the event that the owners it of esid property, or any part thereof. becomes vested in a person other than the mortgager and any part of the sums secured hereby reactor unpend, and in the further event that the Mortgagee does not elect to declars sums immediately due and payable; the Portgagee does half play a reasonable fee to the Mortgager to cover the Ebet of emending the records of the Wortgages to show such change of . สว่าประการภาษา

F. That upon compensation any foreclosure proceeding hereunder, the court in which such bill is filed may, at any time, either before or after early in which such bill is filed may, at any time, either before or after early inition to reduce to the Mortgegor, or any party claiming under it, and without regard to the then value of soir promises, or whether the some abidal then be occupied by the owner of the equity of redemption as a bomestead appoint a receiver with power to manage and rent and to collect the reots, issues, and profits of soid profits of soid profits, when collected of redemption, and such repter the Master's sale, towards the payied before as well as after the Master's sale, towards necessary for the protection and taxes, insurance or other items necessary for the protection and

preservation of the property including the expenses of ston receivership, or on any deficiency declar thether therefore a declar therefore in personam or not, and if a receiver shall be appointed Mortgagor shall remain in possession until the expiration of the full period allowed by the statue for redemption whether there be redemption or not and until the issuance of deed in case of sale, but it no deed be issued, until the expiration of the statutory period during which it may be issued, and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but it may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as in additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at an interest rate equal to the prime rate as published in the Wall Street Journal plus 3%, varying daily, which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees and commissions, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts ingether with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the note hereby secured; or (b) preparations for commencement of any suit for foreclosure hereof after the accrual of the right to foreclosure, whether or not actually commenced; or (c) preparations for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of said premises there first shall be paid out of the proteeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

G. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or its assignee.

H. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed thereunder together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain, and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair said premises, buy furnishings and equipment therefor when

presentable of the plyse of the section of the control of the estimate of the control of the control of any definite entrol of the control of the section of the first page and the control of the section of the first page of the section of the first of the status. STATES (SECTIONS) for redeaption whether there as redeaption or not and until the issuance of deed in case of value but it no deed be issued, until the expiration of the statutory parted during which it may be issued, and no lease of eald premises shall be mullified by the appointment or entry in possession of a receiver but it may elect to terminate any lease junior to the lien berepf; and upon formits our oald premises, there shall be allowed and included as in additional immediadness in the decree of sale all ekapenditustes and elpensos topethor citt interest theirs at an interest rate equal to the prime rate as published in the Mail Stract Journal plus 3% everying daily, which may be paid or cocurred by or on hehalf of Mortçajges for මේජාවිතවරාසින් සහිත ප්රාජ්දයනුගන්ය සිසුවා. මුවුවෙම මස්ස් ජීවාසිය සිසුවා විශාපය for explaints attaction to pleadings, documentery and expent evidences stenographer's fees, Master's fees and commissions, count costs; publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) of procuring all such abatracts of title, title searches, examinations and reports, guarant, policies . Torrens certificates and similar data and assurances with respect to title as Mortgagee hay resemblity deem necessary either prosecute such suit or to evidence to bidders at any sale held bursuant to such decree the true title to or value of said premises; all re which aforesaid amounts together with interest as herein provided doll he immediately due and payable by the Nortgagor to connection (i) h (a) any proteedlag, including probate or backrupter proceedings to chick either party fereto ehall be a narty by reason of this Mortgage of the note hareby socured; or (b) proparetions for commencement of any suit for the foreclessing the formal because, whether or not actually commenced: we fel preparations for the defense of or a figher or or or or or or say threatened or confemolated suit of proceeding which might affect the premiser or the security hereof, whether or not actually In the event of a foregiveine sale of said premises thome Tirst shall be paid out of the proceeds thereor all of the afriesald toems, then the entire indebtedoiss whether doe and payable by the terms Thereof or not and the Liberest die the thereof to the time of such sale; Appelled not and the Liberest die the thereof to the time of such sale; Apol the poemplies if any, shall be paid to the Hortgagor, and the purchaser shall not be obliged to see to the application of the purchase "Vacous

In mase the mortgaged property or any part thereof, shall be taken by condemnstion, the Mortgage is here, ampowered to collect and require all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensations to received shall be forthwith applied by the Martgages as it may elect, to the immediate needuction of the indebtedness significant normal and restoration of any property so damaged, provided that any excess over the amount of the indebtedness and consider that any excess over the amount of the indebtedness and be delivered to the Mortgager or its assigness.

Hardle easements, resides and profits of said premises are pledged, assigned and transformed to the florrigages, whether now due or hereafter to become due, under or by viring of ory lease or agreement for the use or accupancy of said classes, or any out the sect, whether said leads or agreement is entitled to ever any section and it is the intention hareof (a) to pledge said renow, pledge said real estate and real estate and not secondary with the case or after together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain, and opens to the said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, repts, resues and profits regardless of when corned, and each measures whether legal or such measures whether legal or equitable as it may doen proper to enforce collection thereof, employ conting agents or other employers. Or enforce collection thereof, employers, but may doen proper to enforce collection thereof, employ conting agents or other employers. Or enforce collection said premises, buy furnishings and squipment therefor when

it deems necessary, but have apecuate fire and excelos typerage and other forms of insurance as may be deemed dyistalls, and in breberal exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all nowers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omission relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

- J. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of each other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective successors and assigns of the Mortgagor, and the successors and assigns of the Mortgage; and that the powers herein mentioned may be exercised as often as recasion therefor arises.
- K. Notwithstanding any of the provisions contained herein, the mortgagor hereby waives any and all rights of redemption from sale under any order or judgement of foreclosure on its own behalf and on behalf of each and every person, except judgement creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this mortgage.
- L. The within mortgage secures an obligation incurred for the construction of an improvement on the land mortgage ferein, including the acquisition cost of the land (if this is the case) and constitutes a "construction mortgage" within the meaning of Section 9.213(1)(c) of the Illinois Uniform Commercial Code.

This Mortgage is executed by the undersigned, 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 the undersigned the easy 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 undersigned 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 the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned and its successors 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 con

ship, advance or benrow mensy powers brdiesrilly incident to cost necessary for any purpose herein etated to secure which a lien is bereby meil daidw morestad smooth add ou oue sestmend bepeption edd og besega is bride to the ligh of any other indebtedness hareby secured, and out of the income retain researchie compensation for itsalf, pay insurance premiums, takes and assessments, and all superses of every kind including attorney's fees, incorred in the ever (se of the powers herein given; and from time to line apply any balance of income not, in the sole discretion, needed for the eforewaid purposes, frost on the interest and then on the primalpal of the indebtedness has ely secured, before or after any decrue of foretleader, and on the deficiency in the proceeds of sale, if any, whather there he a decree in porsence of Montgagee may continue until all indebledoese secured bereby is paid in full or until the delivery of a does pursuent to a decree foreclesing the lien hereof, but if no deed to issued, then until the expiration of the statutory period during which it may be issued. Montgagee shall, bewever, have the discretionary power at any time to refuse to take on to obserten possession of estd premises without affecting the lien harsof. Mortgaged shall have nil powere, if any, which is might have had without this paragraph. No suit shall be susteinable eqainst Mortgages base, upon ents er continuity of the party of the subject matter of this paragraph university **öönnentead withi**n sixty days after Merteages's pessassion ceasss.

J. That each right, power and remady herein conferred upon his Morigages to considered upon his Morigages to consult or somety of the Hortogram, whether haren or by law conferred, and may be enforced concurrently therewith, that no valver by the Morigages of parformance of any civenant herein or inght of Morigages to contained shall thereafter in any asmer affect the fight, of Morigages to require or enforce performance of the same or any other of said covenants; that what ever the context hareof requires, the masqualine gender, as used herein, that the feminine and the newther and the rights and obligations under this Morigage shall extend to and be binding upon the respective successors and velices of the Morigagor, and binding upon the respective successors and velice that the powers herein that successors and any be exercised as of the flortgages and that the powers herein their may be exercised as of the said and the research as of the said and the research as of the charton arises.

Ka The buith standing any of the provisions contained horein, the mortgager hereby waives any and all rights of concention from sale under any order of judgement of foreclosure on its orabelf and on behalf of each and every person, except judgement or editors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this and that

The Within wortgage sectors an abligation incurred for the construction of an improvement on the land mortgage hereing including the adaptistion of an improvement on the land mortgage hereing the lift this is the case) and constitutes a construction mortgage" within the meaning of Section 9-813(1)(c) of the lilinois Uniform Commercial Code.

This Mertgage is executed by the votersigned, not personally but as Irustee as aforeward in the oxercise of the power and suthority conferred upon and vested in it as such Trustee (and the undersigned thereby warrants that it possesses full power and authority to execute this tinistrument), and it is expressly understood and agreed that nothing herein the undersigned have contained shall be construed as creating any liability on the undersigned personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any coverant sither express or implied herein contained, all such liability, if any, being expressly weived by the Mortgages and by every person new or feather claiming any right or sectity hereunder; and that so far as the undersigned and its successors personally are concerned, the legal holder or balders of said Note and the camer or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed or

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the payment thereof. by the piro cement of manner herein and in said note provided or the ligh for aby created, in the by Action to estorce the personal liability of the guarantor, if any. IN WITNESS WHEREOF, UNION NATIONAL BANK & TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its authorized officer designated below, and its corporate seal to be hereto affixed and attested by its authorized officer designated below. Dated this 13TH of MAY, 1987. UNION NATIONAL BANK & TRUST COMPANY AS TRUSTEE AFORESAID AND NOT PERSONALLY SEAL Jane Keith, Asgristant Vice President & Trust Officer Attest TOOK COUNT Scott J Vickers, Cashier 1987 MAY 19 AM 10: 45 87268511 STATE OF ILLINDIS COUNTY OF Kane a Notary Public in and for said Lori Kluender County, in the State aforesaid, Dr. HEREBY CERTIFY that Jane Keith. Assistant Vice President & Trust Officer of UNION NATIONAL BANK & TRUST COMPANY and Scott I vickers, Cashier said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own, free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer - Assistant Cashier then and there acknowledged that said Assistant Trust Officer - Assistant Cashier as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to haid instrument as said Assistant Trust Officer - Assistant Cashier's own free and voluntary act and as the free and voluntary act of said Bank, as fastee as aforesaid, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 13th of <u>May</u>, 19.87 Notary BOX 333-GG ≥ Lori Kluender

MALL W:
Prepared by:
Brenda Rainey

Union National Bank

Elgin, IL 60120

One Fountain Square Plaza

the payment thereof. YGGGG selection of the manner herein and in laid GGG selection of the personal liability of the guaranter, if any.

IN WITHERS WHEREDS.

UNION WATHINAL BANK & TRUET COMPANY, not personally but as Trustee as witherested these presents to be signed by its authorized efficer designated below, and its components weal to be hereto affixed and attested by its authorized officer designated below.

Dated this 13TH of MAY, 1987.

UNION NATIONAL BANK & TRUST COMPANY OF TRUST COMPANY AS TRUST COMPANY AS TRUSTEE AFGRESAIC AND NOT FERSONALLY

SEAM

Jame Keith, Asyristant Vice President & Trust Officer

Stantta

Scott V Vickers, Cashier

807 HA 19 AN 3 45 87 268511

STATE OF ILLINOIS

In Lori Kluender

Country, in the State aforesaid, DO HERERY CERTIY

That 'dage Keith, Assistant Vice President & Trust Unicer of UNION NATIONAL

BANK & TRUET COMPANY and Scott I Vickers, Uniter of UNION NATIONAL

SAID Sand who are personally known to me to be the same persons whose paids and personally known to me to be the same persons whose personathis day in person and ockness does they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said instrument as their own free and voluntary act of the uses and purposes therein set forth; and the said Assistant Trust Officer Hassistant Cashier then and Cashier the corporate seal of said Officer Assistant Cashier as cathomalunged that said Assistant Trust Officer Assistant Trust of said Officer Assistant Trust Officer Assistant Frust Officer Assistant Trust Officer Assistant Trust Officer Assistant Trust Officer Assistant Cashier's own free and voluntary act and as the uses and purposes dierenn set forth.

Given under my Lend and Notariel Scal this 13th day

E DO SEC NO.

M Au. to Prepared by:

Brenda Rainey **Union** Mational Benk **One Fo**untain Square Plaza **El**giny IL 60120

Notary Public Lori Kluender