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PREPARED BY:
Sarah S. Hirsen, Esq.
Hinshaw, Culbertson,
Moelmann, Hoban & Fuller
69 West Washington Street
Chicago, Illinois 60602

#### FIRST MORTGAGE AND SECURITY AGREEMENT

#31.00

THIS FIRST MORTGAGE AND SECURITY AGREEMENT made this // day of June, 158%, between BANK OF LANSING, not personally but solely as Trustee pursuant to Trust Agreement dated April 23, 1987, and known as Trust Number 2040-695 (the "Mortgagor") and CENTURY LIFE OF AMERICA, an Icwa Corporation, with its principal place of business located at Heritage Way, Waverly, Iowa 50677 (the "Mortgagee").

#### WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee for money borrowed in the principal sum of SIX FUNDRED FORTY THOUSAND DOLLARS (\$640,000.00) evidenced by an installment note, hereinafter designated as the "Note", dated June , 1987, payable to the order of Mortgagee at its principal office aforesaid in the above stated principal sum, duly delivered to Mortgagee and drawing interest on the unpaid balance of principal from date until maturity at the rate set forth in Note, the principal and interest being payable in installments as set forth in Note, with the unpaid principal balance and accrued interest due and payable on the 1st day of July, 1992, as will more fully appear by reference to the Note.

#### GRANTING CLAUSES

NOW, THEREFORE, to secure the payment of the principal and interest payable under the Note, and to secure payment of all other sums which may be at any time due and owing to the Mortgagee or its successors and assigns under this Mortgage (herein referred to collectively as the "Indebtedness"); and to secure the performance and observance of all the covenants, agreements and provisions contained in the Note, this Mortgage and any and all other documents executed and delivered to secure the Indebtedness (collectively the "Other Loan Documents"), and to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor has mortgaged, granted, bar-

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gained, sold, conveyed, assigned, transferred, pledged, warranted and set over and DOES HEREBY MORTGAGE, GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, PLEDGE! WARRANT AND SET OVER unto the Mortgagee, its successors and assigns forever, the following described properties, rights and interests (herein collectively referred to as the "Mortgaged Property"):

The land located in Cook County, Illinois and legally described in Exhibit "A" attached hereto and made a part hereof (the "Land");

rogether with all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, including all extensions, additions, improvements, betterments, renewals, succtitutions and replacements to or for any such buildings, structures and improvements and all of the right, title and interest of the Mortgagor now or hereafter acquired in and to any of the loregoing (the "Improvements");

Together with all easements, rights of way, strips and gores of land, streets, ways, lleys, sidewalks, vaults, passages, sewer rights, waters, water courses, water drainage and reservoir rights and powers (whether or not appurtenant), all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, easements, franchises, appendages and appurtenances whatsoever, in any way belonging, relating or appertaining to the Land or the Improvements, whether now owned or hereafter acquired by the Mortgagor and the reversions and remainders thereof (the "Appurtenant Kights");

Together with all machinery, apparatus, equipment, fittings and fixtures of every kind and nature what loever, and all furniture, furnishings and other personal property now or hereafter owned by the Mortgagor and forming a part of, or used, usable or obtained for use in connection with the Land or the Improvements or any present or future operation, occupancy, maintenance or leasing thereof; including, but without limitation, any and all heating, ventilating and air conditioning equipment and systems, antennae, appliances, apparatus, awnings, basins, bathtros, bidets, boilers, bookcases, cabinets, carpets, communication systems, coolers, curtains, dehumidifiers, dishwashers, disposals, doors, drapes, drapery rods, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings! furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing and electric equipment, pool equipment, pumps, radiators, ranges, recreational facilities and equipment, refrigerators, screens, sprinklers, stokers, stoves, shades, shelving, sinks, security systems, toilets, ventilators, wall coverings, washers, windows, window covering, wiring and all extensions, renewals or replacements thereof or substitutions therefor or additions thereto, whether or not the same are or shall be attached to the Land or the Improvements in any manner (the "Fixtures"); it being agreed that all of said property owned

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by the Mortgagor and placed on the Land or on or in the Improvements (whether affixed or annexed thereto or not) shall, so far as permitted by law, conclusively be deemed to be real property and conveyed hereby for purposes of this Mortgage;

Together with all existing and future goods and items of personal property located on the Land or in the Improvements which are now or in the future owned by the Mortgagor and used, usable or obtained for use in connection with the Land or the Improvements or any present or future operation, occupancy, maintenance or leasing thereof, or any construction on or at the Land or the Improvements, but which are not effectively made Fixtures; including but not limited to, building materials, supplies, equipment and inventories located on the Premises or elsewhere and all extensions, renewals or replacements thereof or substitutions therefor or additions thereto (the "Personal Property");

Together with all right, title and interest which the Mortgagor now has or breafter may acquire in and to all leases and
other agreements now or hereafter entered into for the occupancy
or use of the Land, the Appurtenant Rights, the Improvements, the
Fixtures and the Personal Property (herein collectively referred
to as the "Premises") or any portion thereof, whether written or
oral (herein collectively referred to as the "Leases") and all
right; title and interest which the Mortgagor now has or hereafter may acquire in and to any bank accounts, security deposits,
and any and all other amounts held as security under the Leases,
reserving to the Mortgagor any statutory rights;

Together with all proceeds of the deregoing, including with-out limitation any and all Awards and Insurance Proceeds, as hereinafter respectively defined, or proceeds of any sale, option or contract to sell the Premises or any portion thereof (provided that no right, consent or authority to sell the Mortgaged Property or any portion thereof shall be inferred or deemed to exist by reason hereof); and the Mortgagor hereby authorizes, directs and empowers the Mortgagee, at its option, on the Mortgagor's behalf, or on behalf of the successors or assigns of the Mortgacor, to adjust, compromise, claim, collect and receive such procesds; to give deducting expenses and acquittances therefor, and, elter. deducting expenses of collection, including reasonable attorneys' fees, costs and disbursements, to apply the Net Proceeds, as hereinafter defined, to the extent not utilized for the Restoration of the Mortgaged Property as provided in Section 6 hereof, upon the Indebtedness as provided herein, notwithstanding the fact that the same may not then be due and payable or that the Indebtedness is otherwise adequately secured; and the Mortgagor agrees to execute and deliver from time to time such further instruments as may be requested by the Mortgagee to confirm such assignment to the Mortgagee of any such proceeds;

Together with all estate, right, title and interest, homestead or other claim or demand, as well as in equity, which the Mortgagor now has or hereafter may acquire of, in and to the ergigma bild jakundo hoʻlab balan etti doʻlab dan oʻlab un oʻlab un un un ilab kind ilga 1112-ci oʻlab (kind) (nun so oʻlab oʻlab oʻlab oʻlab ilab kind oʻlab (nun) daki solob un solob oʻlab (nun solob 112-ci oʻlab oʻlab ilga lab oʻlab (nun oʻlab oʻlab) ber oʻlab oʻlab oʻlab oʻlab oʻlab oʻlab oʻlab oʻlab oʻlab o 112-ci oʻlab o

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Premises, or any part thereof, and any and all other property of every kind and nature from time to time hereafter (by delivery or by writing of any kind) conveyed, pledged, assigned or transferred as and for additional security hereunder by the Mortgagor or by anyone on behalf of the Mortgagor to the Mortgage;

To have and to hold the Mortgaged Property, unto the Mortgagee, and its successors and assigns, IN FEE SIMPLE forever.

Subject to the covenants and conditions hereinafter set forth.

Provided, nevertheless, that if the Mortgagor shall pay in full when are the Indebtedness and shall duly and timely perform and observe all of the covenants and conditions herein required to be performed and observed by the Mortgagor, then the Mortgagee shall execute and deliver to the Mortgagor such instruments as may be reasonably requested by the Mortgagor which are sufficient to release this Mortgage.

Notwithstanding any provision hereof to the contrary, this Mortgage shall secure all future advances made in connection with the Mortgaged Property within forty (40) years from the date hereof, whether such advances are obligatory or are made at the option of the Mortgagee or otherwise and whether or not such advances are evidenced by the Noie, to the same extent as if such advances were made on the date of execution and delivery hereof, with interest on such future advances at the Default Rate set forth in the Note (the "Default Rate"), provided that the aggregate outstanding balance of the Indebted ess Hereby Secured shall at no time exceed SIX HUNDRED FORTY THOUSAND DOLLARS (\$640,000.00). All covenants, warranties and agreements contained in this Mortgage shall be equally applicable to future advances.

THE MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

#### SECTION 1

Payment of Indebtedness; Performance of Covenants, Maintenance, Repair, Compliance with Law, Use, Etc.

- (a) The Mortgagor shall (i) pay the Indebtedness when due; (ii) duly and punctually perform and observe all of the covenants and conditions to be performed or observed by the Mortgagor as provided in the Note, this Mortgage and the Other Loan Documents.
- (b) The Mortgagor shall (i) promptly repair, restore, replace or rebuild any portion of the Premises which may be damaged or destroyed; (ii) keep the Premises in good condition and repair, free from waste; (iii) pay all operating costs and expenses of the Premises when due; and (iv) comply with all legal requirements applicable to all or any portion of the Premises, or the use and occupancy thereof.

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#### SECTION 2

#### Liens, Taxes, Contest and Defense of Title

- (a) The Mortgagor shall not create or suffer or permit any lien, charge or encumbrance to attach to or be filed against the Mortgaged Property, or any part thereof.
- (b) The Mortgagor shall pay or cause to be paid when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever levied or assessed against the Mortgaged Property ("Taxes").
- (c) If the lien and recurity interest of the Mortgagee in or to the Mortgaged Properly, or any part thereof, shall be endangered or shall be attacked, directly or indirectly, the Mortgagor shall immediately notify the Mortgagee and shall appear in and defend any action or proceeding purporting to affect the Mortgaged Property, or any part thereof, and shall file and prosecute such proceedings and take all actions necessary to preserve and protect such title, lien and security interest in and to the Mortgaged Property.

#### SECTION 3

#### Change in Tax Laws

If, by the laws of the United States of America, or of any state or municipality having jurisdiction over the Mortgagee, the Mortgager or the Mortgaged Property, any tax is imposed or becomes due in respect of the Note or this Mortgage, or any liens on the Mortgaged Property created thereby, then the Mortgager shall pay such tax in the manner required by such law.

#### SECTION 4

#### Insurance Coverage

- (a) The Mortgagor at its sole expense shall continuously maintain in force with respect to the Premises such casualty, liability and other insurance coverages as the Mortgagee may reasonably require.
- (b) All Insurance Policies shall be with such companies, for such term, and in such form and content, as may be satisfactory to the Mortgagee. The casualty insurance policies must include a standard non-contributory mortgagee loss payable clause in favor

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of the Mortgagee, as its interest may appear. Any liability insurance policy shall name the Mortgagee as an "additional" insured". All insurance policies shall contain a provision that the Mortgagee shall receive not less than thirty (30) days prior written notice before any expiration, cancellation or modification of, or material reduction in coverage under, such molicies shall become effective and shall provide that no claims shall be paid thereunder without at least ten (10) days prior written notice to the Mortgagee. In all cases the Mortgagor shall immediately give notice to the Mortgagee of any notice received by the Mortgagor of any expiration, cancellation or modification of, or mater al reduction in coverage under, any such policy.

(c) All insurance premiums shall be paid in full in advance prior to the die date and duplicate originals of all Insurance Policies with premiums prepaid (accompanied by paid premium receipts) shall or delivered to the Mortgagee prior to the initial disbursement of the loan proceeds and thereafter, in the case of Insurance Policies about to expire, not less than thirty (30) days prior to such expiration date.

#### SECTION 5

#### Deposits for Taxes

- (a) To assure the payment of Taxes, as and when the same shall become due and payable, the Mortgagor shall deposit with the Mortgagee (or such other deposits; v as the Mortgagee shall direct) on each monthly payment date under the Note an amount equal to one-twelfth (1/12) of the Taxes to become due upon or with respect to the Premises; provided that for the first such deposit, the Mortgagor shall deposit an amount which, when added to the aggregate amount of monthly deposits to be made hereunder will provide (without interest) a sufficient fund to pay such Taxes one month prior to the date when they are due and payable. The amounts of such deposits (herein generally called "Tax Deposits") shall be based upon the Mortgagee's estimate as to the amount of Taxes to become due.
- (b) If the total Tax Deposits on hand shall not be suf! !clent to pay all of the Taxes when the same shall become due. then the Mortgagor shall pay to the Mortgagee, on demand, the amount necessary to make up the deficiency.

#### SECTION 6

#### Casualty Loss, Proceeds of Insurance

- (a) The Mortgagor will give the Mortgagee prompt written notice of any loss or damage to the Premises, or any part thereof, by fire or other casualty.
- (b) In case of loss or damage covered by any one of the Insurance Policies, the Mortgagee is hereby authorized to settle

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and adjust any claim under such Insurance Policies (and after the entry of a decree of foreclosure, or a sale or transfer pursuant thereto or in lieu thereof, the decree creditor or such purchaser or transferee, as the case may be are hereby authorized to settle and adjust any claim under such Insurance Policies) without the consent of the Mortgagor; and the Mortgagee shall, and is hereby authorized to, collect and receipt for any and all proceeds payable under such Insurance Policies ("Insurance Proceeds"). All costs and expenses incurred by the Mortgagee in the adjustment and collection of any such Insurance Proceeds (including without limitation reasonable attorneys' fees and expenses) shall be so much additional Indebtedness, and shall be reimbursed to the Mortgagee upon demand or may be paid and deducted by the Mortgagee from such Insurance Proceeds prior to any other application thereof. Esch insurance company which has issued an Insurance Policy covering any loss or damage to the Premises (including without limitation loss of rents or business interruption coverage) is hereby authorized and directed to make payment for all losses covered by an Insurance Policy to the Mortgagee alone, and not to the Mortgages and the Mortgagor jointly.

- (c) All Insurance Proceeds shall at the option of the Mortgagee be applied to the prepayment of the Indebtedness whether or not then due, or to the restoration, repair, replacement or rebuilding of the Premises ("Festoration") as provided herein.
- (d) So long as any Indebtedness shall be outstanding and unpaid, and whether or not Insurance Proceeds are sufficient or available therefor, the Mortgagor shall promptly commence and complete with all reasonable diligence che Restoration of the Premises as nearly as possible to the same value, condition and character which existed immediately prior to such loss or damage in accordance with plans and specifications arcroved by the Mortgagee for any Restoration involving costs in excess of \$25,000.00 ("Restoration Plans") and in compliance with all regal requirements.

#### SECTION 7

#### Condemnation and Eminent Domain

(a) Any and all awards (the "Awards") heretofore or here-after made or to be made to the Mortgagor (or any subsequent owner of the Premises, or any part thereof), by any governmental or other lawful authority for the taking, by condemnation or eminent domain, of all or any part of the Premises (including any award from the United States government at any time after the allowance of a claim therefor, the ascertainment of the amount thereto, and the issuance of a warrant for payment thereof), are hereby assigned by the Mortgagor to the Mortgagee, which Awards the Mortgagee is hereby authorized to collect and receive from the condemnation authorities, and the Mortgagee is hereby authorized to appear in and prosecute in its own name or in the name of the Mortgagor any action or proceeding to enforce any such cause

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of action and to make any compromise or settlement in connection therewith and to give appropriate receipts and acquittances therefor in the name and in behalf of the Mortgagor. gor shall give the Mortgagee immediate notice of the actual or threatened commencement of any condemnation or eminent domain proceedings affecting all or any part of the Premises and shall deliver to the Mortgagee copies of any and all papers served in connection with any such proceedings. All costs and expenses incurred by the Mortgagee in the adjustment and collection of any such Awards (including without limitation reasonable attorneys' fees and expenses) shall be so much additional Indebtedness, and shall be reimbursed to the Mortgagee upon demand or may be paid and deducted by the Mortgagee from any Award prior to any other application thereof. The Mortgagor further agrees to make, execute and deliver to the Mortgagee, at any time upon request, free, clear, and discharged of any encumbrance of any kind whatsoever (other toan Permitted Encumbrances), any and all further assignments and other instruments deemed necessary by the Mortgagee for the purpose of validly and sufficiently assigning all Awards and other compensation heretofore and hereafter made to the Mortgagor for any taking, either permanent or temporary, under any such proceeding.

- (b) The proceeds of any such Awards shall at the option of the Mortgagee be applied to the prepayment of the Indebtedness whether or not then due or to the Restoration of the Premises as provided in Section 6.
- (c) So long as any Indebtedness shall be outstanding and unpaid, and whether or not Awards are sufficient or available therefor, the Mortgagor shall promptly commence and complete with all reasonable diligence the Restoration of the portion of the Premises not so taken as nearly as possible to the same value, condition and character, which existed immediately prior to such taking in compliance with all legal requirements. Any Restoration of the Premises involving costs in excess of \$.75,000.00 shall be effected in accordance with Restoration Plans to be first submitted to and approved by the Mortgagee.

#### SECTION 8

#### Mortgagee's Performance of Mortgagor's Obligations

(a) In case of any Event of Default hereunder, the Mortgagee may, but without any obligation to do so, make any payment or perform any act which the Mortgagor is required to make or perform hereunder in any form and lawful manner deemed expedient to the Mortgagee. The Mortgagee, in addition to any rights or powers granted or conferred hereunder but without any obligation to do so, may rent, operate, and manage the Premises, so that the Premises shall be operational and useable for their intended purposes. All monies paid, and all expenses paid or incurred in connection therewith, including but not limited to costs of sur-

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veys, evidence of title, court costs and attorneys' fees and expenses and other monies advanced by the Mortgagee to protect the Premises and the lien hereof, to rent, operate and manage the Premises or to pay any such operating costs and expenses thereof or to keep the Premises operational and useable for their intended purposes shall be so much additional Indebtedness, and shall become immediately due and payable on demand, and with interest thereon at the Default Rate specified herein.

(b) Nothing contained herein shall be construed to require the Mortgagee to advance or expend monies for any purpose mentioned barein, or for any other purpose.

#### SECTION 9

#### Security Agreement

(a) This Mortgage is also a security agreement and financing statement under the Uniform Commercial Code of Illinois (the "Uniform Commercial Code") with respect to the Mortgaged Premises (except for the Land, the improvements and Fixtures which cannot be severed from the Premises without causing structural damage) (the "Collateral"), including without limitation any Personal Property, which Personal Property may not be deemed to be affixed to the Land or Improvements or may not constitute a "fixture", within the meaning of Section 9-313 of the Uniform Commercial Code and all replacements, substitutions for and additions to such Personal Property, and the proceeds thereof, and that a security interest in and to the Collateral is hereby granted to the Mortgagee, as collateral security for the payment of the Indebtedness. All of the terms, provisions conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as ac any other property comprising the Mortgagee Property; and the following provisions of this Section shall not limit the applicability of any other provisions of this Mortgage but shall be in addition thereto.

This Mortgage also constitutes a fixture filing under the Uniform Commercial Code.

- (b) The names and addresses of the Mortgagor, as debtor and of the Mortgages as secured party for the purposes of the Uniform Commercial Code, are set forth in Section 24 hereof.
  - (c) The Mortgagor is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof and Permitted Encumbrances.
  - (d) The Collateral will be kept at the Land, will be used by the Mortgagor solely for business purposes, and, except for Collateral which has become obsolete (the "Obsolete Collateral"), will not be removed therefrom without the consent of the Mortgagee. The Personal Property constituting the Collateral may be

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affixed to the Land or the Improvements but will not be affixed to any other real estate.

- (e) No financing statement covering any of the Collateral or any proceeds thereof is on file in any public office. The Mortgagor will at its own cost and expense, upon demand, furnish to the Mortgagee such further information and will execute and deliver to the Mortgagee such financing statements, continuation statements and other documents in a form satisfactory to the Mortgagee and will do all such acts and things as the Mortgagee may at any time or from time to time request or as may be necessary or a propriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness, and the Mcrigagor will pay any fee, tax, charge or other cost of filing or recording such financing statements, continuation statements or other documents, in all public offices wherever filing or recording is deemed by the Mortgagee to be necessary or desirable.
- (f) The Mortgages shall have all the rights and remedies of a secured party under the Uniform Commercial Code upon the occurrence of an Event of Dela it hereunder, including without limitation, the right to take immediate and exclusive possession of the Collateral, or any part therest to the extent and in the manner permitted by applicable law.

#### SECTION 10

#### Restrictions on Transfer

For the purpose of protecting Mortgage's security, and keeping the Premises free from subordinate financing liens, Mortgagor agrees that it will not:

- (a) sell, transfer or convey title to the Premises, or the beneficial interest in any trust holding title to the Premises, or the partnership interests of any partnership or the stock in any corporation holding title to the Premises or owning the beneficial interest in any trust holding title to the Premises: or
- (b) obtain any financing, all or a part of which, will be secured by the Premises or by an assignment of the beneficial interest in any trust holding title to the Premises, or the partnership interests of any partnership or the stock in any corporation holding title to the Premises or owning the beneficial interest in any trust holding title to the Premises; without prior written notice to the Mortgagee.
- (c) Provided, however, that the foregoing provisions of this. section shall not apply to transfers of the Premises or the beneficial interest in Mortgagor in any manner whatsoever among Mortgagor's beneficiaries' family members.

affixed to the Land or the Improvements but will not be affixed to any other real estate,

- (a) No finanting statement covering any of the Collaberal or any proceeds thereof is on file in any public office. The Mortgagor with at its own cost and expense, upon demand, furnish to the Mortgagee such further information and will execute and deliver to the Mortgagee such financing statements, continuation statements and cites to cher documents in a form satisfactory to the Mortgagee and will do ail such acts and things as the Mortgagee and vill do ail such acts and things as the Mortgagee and vill do ail such and maintain a perfected secutvary or appropriate to recabilish and maintain a perfected secuttry interest in the Collareral as security for the Indebectments and the Mortgager will pay any tee, that, ohuge or other cost of sting of recording such dinancing statements, continuation station stating or recording in decompts, in all public office, wherever desired a decompt in all public offices, wherever desired as decording in decompts, in all public offices.
- (f) The Mortgages shall have all the rights and remedies of a secured party under the Uniform Commercial Code upon the occurrence of an Event of Delast hereunder. Ordinding without limitation, the right to take immediate and occurringly possession of the Collaberal, or any part aboreof to the extent and in the manner permitted by applicable law, the permitted by applicable law, the

#### SECRETON 10

#### Restrictions on Transfer

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- Objected by the Promess or by an assignment of which, will be sedured by the Promess or by an assignment of the bonefirial interest in any true holding title to the Promises, or the partnership for the Promises, or the partnership or the Stock in any corporation holding title to the Premises of oweing the bandlist enterest in any roust holding title to the Premises; without brior weiteen notice to the Mortgaine.
- (i) Provided, however, that the foregoing provisions of this section and it are apply to transfer of the Premises or the beneral interests in Mottegagor in any mariner whatsperse anong Mosternast interests for any mariner whatsperse anong Mosternasor's henceficierses family members.

Nothing herein contained shall require Mortgagee to consent to any transfer of the above interests but Mortgagee may require that the entire unpaid principal balance of the debt, with accrued interest thereon, evidenced by Note and secured by this Mortgage to be paid in full.

#### SECTION 11

#### Events of Default, Remedies

- (a) Any one or more of the following events shall constitute an Event of Default under this Mortgage:
  - (i) If any payment on the Note or deposit of monies required under this Mortgage is not made within ten (10) days after the due date; or
  - (ii) If the Mortgagor shall fail to maintain the insurance coverages in effect as required in Section 4 hereof and such failure shall continue for two (2) business days after written notice of such failure has been received by the Mortgagor from the Mortgagee; or
  - (iii) If a Prohib: the Transfer shall occur as set forth in Section 10 hereof; or
  - (iv) If any representation or warranty made by the Mortgagor pursuant to or in connection with this Mortgage shall prove to be untrue or incorrect in any material respect; or
  - (v) If a final judgment or judgments for the payment of money (which payment has not been insured against) aggregating in excess of \$25,000.00 is or are outstanding against the Mortgagor or any guarantor of the Note /the "Guarantors") or against any of the properties or assets of the Mortgagor or the Guarantors and any one of such judgments has remained unpaid, unvacated, unbonded or unstayed by appeal or otherwise for a period of thirty (30) days from the date of its entry; or
  - (vi) If a proceeding is instituted seeking a decree or order for relief in respect of the Mortgagor or any of the Guarantors in any voluntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or State bankruptcy, insolvency or other similar law now or hereafter in effect, or for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Mortgagor or of any of the Guarantors, or for any substantial part of the property of the Mortgagor or any of the Guarantors, or for the winding-up or liquidation of the business or affairs of the Mortgagor or any of the Guarantors and such proceeding shall remain undismissed or unstayed and in effect for a period of sixty (60) consecutive days, or a decree or order shall be entered granting the relief sought in such proceeding; or

Northing harein contained shall require Mortgages to consent to any transfer of the above interests but fortgages may require that the entire unpaid principal halance of the debt, with accuse interest thereon, evidenced by Nore and secured by this Mortgage to be paid in full.

#### II MOTPORE

#### Events of Defaulty Romediau

- (a) Any one or more of the following events shall constitute an Event of Default under this Mortgage:
- (1) 11 any payment on the Note or deposit of monies required under this Mortgage is not made within the (10) days affar the due date; or
- (ii) It the Morrgagor shall fail to main ain the insurance coverages in effect as required in Section 4 herouf and such failure shall continue for two (2) Audinesh days after wiltten notice of such faliure has been received by the Mortgagor from the Mortgagesy or
  - it Section it hereoff for
- (iv) It any representation or warranty made by the Mortgader pursuant to or in consertion with this Mortgage shall prove to be untrue or inversed in any makerial respect; or
- (v) it a tina pergance or judgments for the payment of money (which payment has not been insured against) aggle garing in ereast of \$25,000.00 is or are outstanding against the Mortgago or any quarantor of the Note (the "Guarantora") or against ut, of the properties of assets of the Mortgagor or the Guarantors of the Mortgagor or the Guarantors and any one of such judgments has remained when the conserved, inhunded or unstayed by appeal or other wise fit I our of of thirty (30) days from the date of its
- cell to a proceeding is instituted seeking as decree or order for relief in respect of the Mortgagor or any of the contramtors in any voluntary case under the Federal bank: Untry laws, as now or hereafter constituted, or any other applies the seek or see or other similar considers of the for the appointment of a respective, liquidator, assigned, custodian, trustes, sequenties of the first or the sequenties of the Mortgagor or of any of the Contract of the Services or any of the Mortgagor or the sequenties part of the sequenties of the section of the Guarantors, or affairs of the Mortgagor or any of the Guarantors and such proceeding shall research undismissed or unstantors and such proceeding shall sixty (60) consecutive days, or a decree or order shall be sixty (60) consecutive days, or a decree or order shall be entered granting the relief sought in such proceeding; or

- (vii) If the Mortgagor or any of the Guarantors shall generally fail to pay, or admit an inability to pay its debts as they become due or shall voluntarily commence proceedings under the Federal bankruptcy laws, as now or hereafter constituted, or any bankruptcy, insolvency or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator assignee, trustee, custodian, sequestrator (or other similar official) of the Mortgagor or any of the Guarantors or shall take any action in furtherance of any of the foregoing; or
- (v11) If any default shall occur in the due and punctual performance of, or compliance with any of the terms, covenants, condicions or agreements contained herein (other than as described in the preceding clauses (i) through (vil) of this paragraph (a) of Section 11 | and the continuance of such default for thirt; (30) days after notice thereof shall be given to the Mortgagor by the Mortgagee, provided that if any default referred to in this paragraph (viii) cannot be cured with diligence within said thirty (30) day period, the Mortgagor shall have such add tional time (but not in excess of ninety (90) additional days as may be required to cure such default so long as the Mortgagor commences and diligently pursues all actions necessary to effect such cure.
- (b) Upon the occurrence of any Event of Default hereunder 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 other right of the Mortgagee hereunder to do any or all of the following without notice to or demand upon the Mortgagor or any party liable for the obligations secured hereby or having an interest in the Mortgaged Property:
  - (i) To declare, without further notice, all Indebtedness to be immediately due and payable with interest the con at the Default Rate:
  - (ii) To commence a judicial action to foreclose this Mortgage;
  - (iii) To exercise any right, power or remedy provided by this Mortgage or the Note or by law or in equity or by any other document or instrument regulating, evidencing, securing or guarantying any of the Indebtedness.

#### SECTION 12

#### Foreclosure

(a) In any proceeding for the foreclosure of the lien here-of, there shall be allowed and included as additional Indebt-

(vil) is the Marriador or ary or she diarantors shall describly till or pay, or admit an inability co pay for debes as the roof assuments of some or solding as their tily comments presenting at attent tily comments presenting at attent or the bode of the course of the control of an error of the law of the solding of the state of the error of the state of the error of the solding and an inverse of the appearance of the appearance of the possession of the control of the possession of the control of the following possession of the control of the following possession of the control of the following control of the following control of the following control of the following similar of first and as the following of any of the following of the followin

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(b) But the source of any Event of Default hereinder of services of the depender of the Source of th

() To dectare, without further notice, all indebtedness to be tomediately dectared and payable with interest thereon at the Octault Rate:

(ii) to commence a judicial action to foreclose this

(iii) to estected any right, power of remedy provided by this workgade or the work of in equity or by any other decument or instrument regulating, evidencing, securing or quarantying any of the Indebtedness,

#### SECTION 12

#### Porectosure

ia) In any proceeding for the foredissure of the ligh hereof, there shall be allowed and included as additional indebt-

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edness, all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for attorneys' fees, fees of other professionals, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all title searches and title insurance policies. All expenditures and expenses of the nature mentioned herein, and such other expenses and fees as may be incurred in the protection of the Mortgaged Property, shall be so much additional Indebtedness and shall be immediately due and payable by the Mortgagor, with interest thereon at the Default Rate until paid.

(b) The foreclosure of this Mortgage on less than the whole of the Mortgaged Property shall not exhaust the right to foreclose hereunder and the lien and security interests herein granted, and the difference is specifically empowered to institute successive forecreates hereunder until the whole of the Mortgaged Property shall be sold. If the proceeds of any such sale of less than the whole of the Mortgaged Property shall be less than the aggregate of the Indebtedness and the expenses of such proceedings, this Mortgage and the lien and security interests hereof shall remain in full force and effect as to the unsold portion of the Mortgaged Property just as though no sale had been made. The Mortgaged Property just as though no sale had been sale or sales of less than the whole of the Mortgaged Property, or to require the marshalling thereof. The Mortgagee shall have the right, at its sole election, to sell less than the whole of the Mortgaged Property.

#### SECTION 13

#### Receiver

The Mortgagee shall have the right, with the irrevocable consent of the Mortgagor hereby given and evidenced by the execution of this Mortgage, to obtain appointment of a receiver for the Mortgaged Property. Such appointment may be made at any time after the occurrence of any Event of Default and before or after foreclosure sale, without notice, and the Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver.

#### SECTION 14

#### Proceeds of Sale

The proceeds of any foreclosure of the Mortgaged Property, or any portion thereof, shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure or other proceedings for the recovery thereof, including all such items as are mentioned in Section 15 hereof; Second, to the payment and performance of any other obligations of the Mortgagor secured hereby, including without limitation all other items which, under the terms hereof, constitute Indebtedness in addition to that evidenced by the Note

ednose, all expenditores and expenses which may be baid or indured by or of seaif in Marigages for allegings foug. Sees at orbet at the Marigages for allegings foug. Sees and sector encry of the decree; he setimated at the encry of the decree; at or promiting all eller advances and title insurance sell into the attace mentioned for evolutional and another encry of the femiliar and another the control of the femiliar and sees as may be induced in the the time the following the trongless and sees as may be induced in the control of the contro

(b) The Corectory of Rais wortgage on less than the pholy of the Enrique to some sactory and the land security breezhabe fight to let end good and security breezhabe for land arm concessive the Moreault sace in sognifically empowered to lastitude societains for any line whole of the Moreault for and the societain to some interpretary and the Moreault land and the less than the logisting the last sace in the land the last proceedably, while we sade before and the expense of last percention of the Arrangent last of the Arrangent that the continuous the last portion of the Arrangent that reporty just at though he vale had been eaded. The Moreault last made, whe harragent that he was all her arranged frozent, and the sace and the Arranged Frozent, as the control of the Moreault and the sace also called the the Moreault and the the Kight, at its sole alougite, the Moreault and the the Kight, at its sole alougion, to sail these than the whole or the Kight, at its sole alougion, to sail these than the whole or the Kight, at the Moreault.

#### SECTION 13

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with interest thereon at the Default Rate in such order and manner as the Mortgagee shall determine; Third, to the interest remaining unpaid upon the Note; Fourth, to the principal remaining unpaid upon the Note; and Fifth, any balance remaining to the Mortgagor.

#### SECTION 15

Waiver of Right to Redemption and Other Rights

To the fullest extent permitted by law, the Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf, on vahalf of all persons claiming or having an interest (direct or increat) by, through or under the Mortgagor and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of the Mortgagor and of all other persons are and shall be deemed to be hereby waived to the fullest extent permitted by applicable law. To the fullest ex ent permitted by law, the Mortgagor, for itself and all who may at any time claim through or under it, hereby waives any and all right to have the assets subject to the lien of this Mortgage marshalled upon any foreclosure or sale. The Mortgagor hereby fully and absolutely waives and releases all rights and claims the Mortgagor may have in and to the Premises as a homestead exemption or other exemption under and by virtue of any act of Illinois now existing or which may hereafter be passed in relation thereto.

#### SECTION 16

#### Rights Cumulative

- (a) Each right, power and remedy herein conferred upon the Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter provided by law or in equity, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Mortgagee.
- (b) No waiver or modification of any of the terms of this Mortgage shall be binding on the Mortgagee unless set forth in writing signed by the Mortgagee and any such waiver by the Mortgagee of any default by the Mortgagor under this Mortgage shall not constitute a waiver of any other default under the same or any other provision hereof.

with interest therest it the Oafault Bare in auch order and manser as the Morcasse enall determines Third, to the Interest remaining input Luca he Note; Fourth, to the principal remaining unpaid upon the Note; and Filth, any balance demaining to the Mortgagor.

#### SECTION 15

### Walver of Alghb to Redemption

go the fullest accent primitied by law. the Mortgaco hereby expressly valves any and all gights of redumpiton trem sale ander any order or decree of foreglosure of this Morgager or testown select; on selection all persons claiming of having an interest calteent or undirectiby, through or under the Mortgerer and on benalf or each and every person acquising any late cast in or the bearing at the brain and the base of the contract of the contract of the principal contract of the contrac referre hereof that and ald such rights of traceaption of the workgagor and of all other persons are and to the deamed to be becaby waived to the fullest extent parmit of by applicable law. To the fullest extent permitted by law, the Wortgagor, I their and all who may at any time claim the chequest of under the hardy walves any and all clight to all edge assets gubject to the lien of this Morteago marshalled noon any foreulosure or cale. The worngame hereby Fully and abstitutely waives and releases of I rights and claims the Mortgagor may have in and to the Premises as a homestead exemption or ctien exemption hinder and by virtue pr any act of Illinois now existing of which may hereafter be bassed in relation therence

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#### Rights Cumulative

- (a) Each Fight, power and remedy herein conferred upon the mortgage is sumulative and in addition to every other right, power or is surely, express or implied, now or hereafter provided by the or is sorty, and each and overy right, power, and remedy horein acrosts or otherwise so existing may be exercised from time as orten and in such order as may be decided expedient by the Mortgages.
  - (h) No waiver of modification of any of the terms of this Nortgage unless set forth in writing states and any oden unless set forth in writing stand by the Mortgage of any oden by the Mortgage of any derault by the Mortgage shall not constitute a waiver of any other default under the same of any other provision hereof

#### SECTION 17

#### Successors and Assigns

- (a) This Mortgage and each and every provision hereof shall be binding upon the Mortgagor and its successors and assigns (including, without limitation, each and every record owner from time to time of the Mortgaged Property or any other person having an interest therein), and shall inure to the benefit of the Mortgagee and its respective successors and assigns.
- (b) All of the covenants of this Mortgage shall run with the Land and of binding on any successor owners of the Land. In the event that the ownership of the Premises or any portion thereof becomes vested in a person or persons other than the Mortgagor, the Mortgagee may without notice to the Mortgagor, deal with such successor of successors in interest of the Mortgagor with reference to this Mortgage and the Indebtedness in the same manner as with the Mortgagor without in any way releasing or discharging the Mortgagor from its obligations hereunder.
- (c) No successor to the rights, titles, interests, duties, discretions and options of the Mortgagee hereunder have any liability for any acts or omissions of any prior Mortgagee.

#### SECTION 18

Execution of Separate Security Agreements, Financing Statements, Etc.

The Mortgagor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, conveyances, notes, mortgages, security agreements, financing statements and assurances as the Mortgage shall require for the better assuring, conveying, mortgaging, assigning and confirming unto the Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by the Mortgagor or hereafter acquired.

#### SECTION 19

#### Governing Law; Invalidity of Certain Provisions

- (a) This Mortgage shall be construed and enforced according to the laws of Illinois, without reference to the conflicts of law principles of that State.
- (b) The whole or partial invalidity, illegality or unenforceability of any provision hereof at any time, whether under the terms of then applicable law or otherwise, shall not affect (i) in the case of partial invalidity, illegality or unenforceability, the validity, legality or enforceability of such provision at such time except to the extent of such partial invalidi-

#### SECOMOS 14

#### Successors and Assigns

- (a) This Movradge and each and Every provision hereoff shall be binding usen she Errewager and its successions and sinsigns (now tinestall successfulling, with the Endrantial and every record owner (now bine to time of the Every are any other person having an interest that the three of this was and chall share the the bracks of the More games and its responsive successors and dissigns.
- (b) All of the cavenants of this Morrgage shall red with the bate is be back, in the bate is be britted or any succession owners of the back, in the government that the back, in the power that the power is any portion thereof becomes verted to a person or person other than the mortgager, the table the Morrgager, deal with successor or successors in interest of the Morrgager with reference to this Morrgage and the indebtedness in the paper manactivence to the Morrgager with reference to this wireless with the paper without in any way relegating or diagrammer as with the Morrgager trum it all obligations in regarder.
  - (a) No successor to the mights, titles, interests, dultes, discretions and options of the Mortslare hereinder have any list billing for any acts or omissions of my prior Mortgagee.

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Execution of Separate Security Adressinants,

The Mertgager will do, execute, acknowledge and deliver or cause to be done, encroted, acknowledged and delivered all such further acts, converted, nortgages, security agreements, financing atasements, and assurances as the Mortgagee shall require for the better assuring, conveying, mortgaging, assigning and confirming unto, the Hertgagee all proporty mortgaged hereby or property intended by the Mortgager or property intended so to be, whether now owned by the Mortgager or beseather acquired.

#### SECTION 19

#### Governing Lavi Invalidity of Certain Phovisions

- (a) This Morbande shall be appropriated and enforced according to the laws of Illinois; without reference to the confilets of law principles of that State.
- (b) The whole or partial invalidity, illegality of unenforceability of any provision hereof at any time; whether under the terms of then applicable law or otherwise, shall not affect (i) in the case of partial invalidity, lilegality or unenforceability, the validity, legality or enforceability of such provition at such time except to the extent of such partial invalidi-

ty, illegality or unenforceability; or (ii) the validity, legality or enforceability of such provision at any other time or of any other provision hereof at that or any other time.

#### SECTION 20

#### Loan Legal

The Mortgagor declares, represents, warrants, certifies and agrees that the proceeds of the Note will be used solely for business purposes and that the loan is exempt from interest limitations pursuant to the provisions of Illinois Revised Statutes, Chapter 17, Section 6404 and is an exempted transaction under the Truth in Lending Act, 15 U.S.C. Section 1601 et. seq.

All rights remedies and powers provided by this Mortgage may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law, and all the provisions of this Mortgage are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Mortgage invalid or unenforceable under the provisions of any applicable law.

#### SECTION 21

#### Inspection of Premises and Records

The Mortgagee and its representatives and agents shall have the right to inspect the Premises at all reasonable times, and access thereto, subject to the rights of tenants pursuant to leases, the form of which have been approved by the Mortgagee, shall be permitted for that purpose. The mortgagor shall keep and maintain full and correct books and records showing in detail the income and expenses of the Premises and, within ninety (90) days of the end of the Mortgagor's fiscal year will forward to Mortgagee annual operating statements of its income and expenses certified to be true and correct by the Mortgagor.

#### SECTION 22

#### Time is of the Essence

Time is of the essence of this Mortgage and the Note.

#### SECTION 23

#### Captions and Pronouns

The captions and headings of the various Sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the

ty, illugatty or monforcoability; or tit) the validity, legalific or enforcesofility of such provision at any other time or of any other provision hereof at that or any other time.

#### SECTION 20

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The Morrgager declares, sepresents, warrings, cortified and agies, for and agies, time the proceeds of the Note will be used solely for business purposed and that the ine is except from interest limit takions pursuant to the provisions of Illiabin Revised Statutes; that the transaction of the and is an exempted trainsaction and the an exempted trainsaction and the froston for the trainsaction and the forten in the forten of the second trainsaction.

All lights, lowedten and powers probled by the wortgard way be exactly be exactly be exactly be exactly be exactly be exactly and all the does not violant any applicable provisions of the authorist this which would be controlled applicable manufactly provisions of law which may be controlling in the provisions and to be limbed to the extent necessary so that they will not render this Mortgage invalid or unenforceably under the provisions of any applicably law.

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singular, and the masculine, feminine and neuter shall be freely interchangeable.

#### SECTION 24

#### Notices

Any notice, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if and when personally delivered, or, if sent by private courier service or sent by overnight mail service, shall be deemed to have been given if and when received (unless addressee refuses to accept delivery, in which case it shall be deemed to have been given when first presented to the addressee for acceptance) or or the third (3rd) Business Day after being deposited in United States registered or certified mail, postage prepaid. Any such notice, semand or other communication shall be addressed to a party at its address set forth below or to such other address the party to receive such notice may have designated to all other parties by rotice in accordance herewith:

If to the Mortgagee.

CENTURY LIFE OF AMERICA c/o First Interstate Mortgage Co. of Ill. 111 W. Washington, Suite 1700 Chicago, Illinois 60602

If to the Mortgagor:

BANK OF LANSING as Trustee of Trust No. 2040-685 3115 Ridge Road Lansing, Tilinois 60438

#### SECTION 25

#### Exculpatory Clause

This Mortgage is executed by BANK OF LANSING, not personally but as Trustee pursuant to Trust Agreement dated Apr (1 23, 1987, and known as Trust No. 2040-695, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned hereby warrants that it possesses full power and authority to execute this Mortgage), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on BANK OF LANSING personally to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

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#### SECTION 24

#### Motices

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Bunk of Lameind as Trustee at Tyget Mg. 2040-685 3115 Ridge Road Lansing, Tilingis 60438

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#### Exculpatory Clause

This party as executed by hank of taking not personally and known as Trusted party to Trust as Trust Agreement daked April 237-1987, and known as Trust No. 2040-695, in the exercise of the power and satingerty contered upon and vedted in it as such Trustee (and the clarity to execute this Northead hat it possesses full power and an inverty to execute this Northead and it is expressly under as everely and it is expressly under as everely and it is expressly under the everety on any limities, on and the executed be construed then any covenish of the implied herein contained, all ever the execute of the executed by every person all gow as hereafter claiming my right of sederity hereunder.

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IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be duly executed and delivered as of the day and year first above written.

£	
MORTGAGOR:	BANK OF LANSING, as Trustee of Trust No. 2040-695
	By: Myrel M Sacelle Title: Vice President
ATTEST:	
By: Title: Branch Manager Urun R. I. STATE OF ILLINOIS 1997 JUN 24 P	LINIOIS CORD N 3: 04 8 7 3 4 5 7 7 2
COUNTY OF COOK )	
for said County, in the State aforthat Jerome Gardberg LANSING, not personally but solel Agreement dated April 23, 1987 an and Randall Van Noort , Brily known to me to be the same per to the foregoing instrument as su respectively, appeared before me ledged that they signed and delive their own free and voluntary act, act of said Corporation, for the forth; and the said Branch Manager ledge that as custodian of the counting did affix the said corporation, did affix the said corporate said instrument astheir own free free and voluntary act of said Corposes therein set forth.	resald, DO HEREBY CERTIFY,  Vice President of BANK ( y as Trustee pursuant to Trust d known as Trust No. 2040-695 anch Manager thereof, personal sons wiose names are subscribed ch Vice Presidented Branch Mana this day in person and acknow- ered the saio instrument as and as the free and voluntary uses and purposes therein set did also then and there acknow rporate seal of said Corpora- e seal of said Corporation to and voluntary act. and as the
GIVEN under my hand and Nota of June , 1987.	rial Seal this <u>19th</u> day
	Lince Fullus
My Commission Expires:	Notary/Public
May 27, 1990	

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BANK OF LAWSING, WEST COREST 263-0602 Ro. 2040-695

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Given under my hand and Notarial Seal this 19th day 7867

Aw Commission Expires;

May 27 1990

Notary Public

#### LEGAL DESCRIPTION

PARCEL A THAT PART OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 123, TOWNSHIP 35 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 823,03 FEET OF THE NORTH WEST 1/4 AFORESAID WITH THE NORTH LINE OF THE SOUTH 600.00 FEET OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 25; THENCE NORTH 69 DEGREES IT WINCTES 30 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 189,47 FEET FOR THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE SOUTH O1 DEGREES OO MINUTES O7 SECONDS EAST A DISTANCE OF 179.57 FEET TO A POINT; THENCE SOUTH 89 DEGREES 11 MINUTES AND SECONDS WEST WAS DISTANCE OF 60.00 FEET TO A POINT; THENCE SOUTH CO DEGREES 39 MINUTES 10 SECONDS EAST, A DISTANCE OF 156,00 FRET TO A POINT THENCE NORTH 89 DEGREES 11 MINUTES 30 SECONDS EAST, A DISTANCE OF 235 03 FEET TO A POINT; THENCE NORTH OF DEGREES 39 MINUTES 10 SECONDS WEST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 30 SECONDS MESTIMA DISTANCE OF 63.00 FEET TO A POINT; THENCE NORTH OF DEGREES OF MINITES OF SECONDS WEST, A DISTANCE OF 185.57 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 600.00 FEET OF THE NORTH WEST 1/4 OF THE SOUTH WEST WOOF SAID SECTION 25 THENCE SOUTH 89 DEGREES 11 MINUTES 30 SECONDS WEST OR THE LAST DESCRIBED LINE, A DISTANCE OF ·102.03 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS PARCEL "B"

THAT PART OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 25, TOWNSHIP 35 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE GENTALINE OF THE WIST 823.03 FEET OF THE NORTH WEST 1/4 AFORESAID WITH THE NORTH LINE OF THE SOUTH 600,00 FEET OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 25; THENCE NORTH 89 DEGREES 11 MINUTES 30 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 291,50 FEET FOR THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND THENCE CONTINUING NORTH 39 DEGREES IN MINUTES 30 SECONDS EAST ON SAID NORTH LINE OF THE SOUTH 600 CO FEET, A DISTANCE OF 38,91 FEET TOWN POINT THENCE SOUTH OF DEGREES OF MINUTES OF SECONDS EASTS A DISTANCE OF 185357 FEET TO A POINT; THENCE SOUTH SO DEGREES IL MINUTES JO SECONDS WEST A DISTANCE OF 38 91 FEET TO A POINT THENCE NORTH OF DEGREES OF MINUTES OF SECONDS WEST, A DISTANCE OF 185 57 FEET TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS PARCEL C:

THAT PART OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 25.

TOWNSHIP 35 NORTH; RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN

BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF

INTERSECTION OF THE EAST LINE OF THE WEST 823.03 FEET OF THE NORTH WEST

1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 25 WITH THE NORTH LINE OF THE

SOUTH 600:00 FEET OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4

AFORESAID; THENCE NORTH 69 DEGREES 11 MINUTES 30 SECONDS EAST ON THE

LAST DESCRIBED LINE, A DISTANCE OF 330.41 FEET FOR THE POINT OF

BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE

CONTINUENT NORTH 69 DEGREES 11 MINUTES 30 SECONDS EAST ON SAID NORTH

LINE OF THE SOUTH 600.00 FEET, A DISTANCE OF 251.49 FEET TO A POINT;

THENCE SOUTH 32 DEGREES 22 MINUTES 16 SECONDS EAST, A DISTANCE OF

134.82 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON THE ARC OF A

CIRCLE CONVEX TO THE NORTH EAST AND HAVING A RADIUS OF 307.32 FEET, A

DISTANCE OF 144.69 FEET TO A POINT OF TANGENCY; THENCE SOUTH 59 DEGREES

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37 MINUTES 48 LCO DE WEST OF A LAN FORM NO AN AIGLE OF 95 DEGREES CAMINUTES 29 SECONDS WITH A LINE TANGENT TO THE LAST DESCRYBED CURVE (WHEN TURNED FROM THE SOUTH EAST TO THE WEST) A DISTANCE OF 140.62 FEET TO A POINT ON THE EAST LINE OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 25 THENCE SOUTH OO DEGREES 42 MINUTES TO SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 149,94 FEET TO A POINT DISTANT 200 FEET NORTH OF THE NORTH EAST CORNER OF LOT 1 IN BARGER'S SUBDIVISION (BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 25) RECORDED JUNE 25, 1959 AS DOCUMENT NUMBER 17579685, THENCE SOUTH 89 DEGREES 11 MINUTES 30 SECONDS WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 146.00 FEET TO A POINT THENCE SOUTH OO DEGREES 42 MINUTES 10 SECONDS EAST ON A LINE PARALLEL WITH THE EAST LINE OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 AFORESAID A DISTANCE OF 200,00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 25; THENCE SOUTH 89 DEGREES 11 MINUTES 30 SECONDS WEST ON THE LAST TLSCRIBED LINE, A DISTANCE OF 26.31 FEET TO A POINT ON THE EAST LINE OF THE WEST 1158 03 FEET OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SUCTION 25; THENCE NORTH OD DEGREES 39 MINUTES 10 SECONDS WEST ON THE LAST DESCRIBED LINE, A DISTANCE OF 264,43 FEET TO A POINT, THENCE NORTH 89 DIFREES 11 MINUTES 30 SECONDS EAST, A DISTANCE OF 20,59 FEET TO A POINT THENCE NORTH OO DEGREES 39 MINUTES 10 SECONDS WEST, A ... DISTANCE OF 150,00 FEET TO A POINT: THENCE SOUTH 89 DEGREES 11 MINUTES 30 SECONDS WEST A DISTANCE OF 24 09 FEET TO A POINT; THENCE NORTH 01 DEGREES OF MINUTES OF SECONDS WEST, A DISTANCE OF 185.57 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS PARCEL D:

THAT PART OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 16 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF LOT 1 IN BARGER'S SUBDIVISION AFOREDESCRIBED, DISTANT 146.00 FEET WEST OF THE NORTH EAST CORNER THEREOF; THENCE NORTHERLY ON A LINE PARALLEL WITH THE EAST LINE OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 25 (SAID EAST LINE ALSO JEING THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID LOT 1), A DISTANCE OF 200.00 FEET TO A POINT; THENCE EASTERLY ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 146.00 FEET TO A POINT WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 25 AFORESAID; THENCE SOUTHERLY ON THE LAST DESCRIBED LINE, A DISTANCE OF 200.00 FEET TO THE NORTH EAST CORNER OF SAID LOT 1; THENCE WESTERS' ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 146.00 FEET TO THE SOUTH OF BEGINNING IN COOK COUNTY, ILLINOIS

PARCEL "E": THAT PART OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECULON 25, TOWNSHIP 35 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIANO. ... BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH WEST CORNER OF LOT 1 IN SAUK JEFFREY CONNERCIAL UNIT NUMBER 1 (BEING A SUBDIVISION OF PARTLOF THE WEST 1/2 OF SAID SECTION 25) RECORDED FEBRUARY 28, 1973 AS DOCUMENT NUMBER 22235543 PITHENCE NORTHERLY ON A LINE WHICH IS THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT I (SAID LINE ALSO BEING THE WEST LINE OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 25) A DISTANCE OF 208.00 FEET TO A POINT; THENCE EASTERLY ON A · LINE PARABLED WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 80.00 FEET TO A POINT THENCE SOUTHERLY ON A LINE PARALLEL WITH THE WEST LINE OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 25, A DISTANCE OF 208 000 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1: THENCE WESTERLY ON THE LAST DESCRIBED LINE, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

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িও লাগান্ত প্ৰত্যাপ্তৰাৰ <mark>প্ৰথম নিৰ্ভাগিত কৰি প্ৰতিষ্ঠান কৰি কৰিছিল কৰিছিল। সান্ত্ৰিক কৰিছিল কৰা কৰিছিল। সান্ত্ৰিক কৰিছিল কৰিছিল। সান্ত্ৰিক স্থানিক </mark> talian etrane geletatakan lorada birtaka etatuan tean kan kepilakan baran biran kan kepilakan albah bilan bira lus kaliforialieji kariingkoda keelkalas jar kodue savara lika sasarraa daka lyo THE BY A SET ATTICL AND THE POST OF THE SET OF A CONTRACT TO SET OF THE SET OF THE SET OF THE SET OF THE SET OF r received in a lagar and and almanch banks received by the replace of the contract ung da ali Tega uyina ing ka-iwaya la kibabbia ali ababa ali ababbi ka kababa ka kababi ka kababi masa राजने के विकास के किए एक एक के सुर्वा के किए के किए के किए के किए के किए के किए के oving ranketick) de lastywijk, die destydate ny logode i georogi. Personie i ogsfalle a selection de la facial faces, ede calendar la face de constituir de la selection de calendar de la calendar d gasartaskyb i skálika mágal reklanagra bá nev koky ásalysa a jeszt er a lem áresze yourk they be but promy nower meet to berein the best for it is been meet the करात्र के हुमा लग्नु पेरमापूर्व के कम्पार होता । का कहेर जाने होपांतर शता के देव का होगा है राजित है जा विवस ्रास्ता हो हो है देखने के उन्हों हैं के निर्देश के ब्रह्म के अवस्थित करता है है जिस है। निर्देश निर्देश निर्देश di unt de tadir-belandek de ettakel et kaldelk en en ette adele: TANDER AND TO TOUR ON A CONTRACT BELLEY AND THE STANDARD OF LEAST DESCRIPTION ten wit rysku mador brijgrijki vren mark bet ed tege et kall tede bet หารการหลัง เพื่อเปรียบให้ <mark>ประวัติที่เหลีย</mark> ตั้ง ใช้เคลื่อนที่ เรื่อง ใช้ที่ค่นที่ ประกับกับ ก็ได้ เกิดให้เก็บ กับ เรียบและ (การหลัง ครั้ง ก็เหมือน ของ สิ่งเก็บของเกิดสามารถ (การสามารถ ก็จะเป็นเป็น เป็นเป็น เป็น เรียบที่ ครั้งสำนัก ใช้เคลื่นใน (สิ่งใน สิ่งใช้เก็บ เก็บที่ผู้เป็นที่เป็น เป็นเป็นที่เป็น (สิ่งใช้เป็น ครั้งสามารถ ra (prziawi zamegorzy za i zgyroklini pra i zopianożej i kalegoria. Pod koli i kieli da koliki tarior area ne Esse abraderes d'Allres, escérce de la comención de la comención de la comención de la comención oli arabitari, medani adon an Gotolias ipi oni di

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PARCEL F
THE EAST 125,00 FEET OF LOT 1 (AS MEASURED ON THE NORTH LINE THEREOF)
IN BARGER'S SUBDIVISION AFOREDESCRIBED IN COOK COUNTY, ILLINOIS
PARCEL G

THAT PART OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 25. TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 823,03 FEET OF THE NORTH WEST 1/ YFORESAID WITH THE NORTH LINE OF THE SOUTH 600,00 FEET OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 25; THENCE NORTH 89 DEGREES 11 MINUTES 30 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 189 47 FEET FOR THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE SOUTH DI DEGREES OO MINUTES OF SECOND EAST, A DISTA CE OF 179.57 FEET TO A POINT; THENCE HOUTH B9 DEGREES 11 MINUTES 30 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A POINT; THENCE NORTH OI DEGREES CO MINUTES OF SECONDS WEST, A DISTANCE OF 179.57 FEET TO A POINT ON THE YORTH LINE OF THE SOUTH 600.00 FEET OF THE NORTH WEST 1/4 OF THE SOUTH WEST, 1,4 OF SAID SECTION 25, THENCE NORTH 89 DEGREES 11 MINUTES 30 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PIN: 32-25-300-012, 32-25-300-013, 32-25-300-015 / 32-25-300-016, 32-25-300-036, 32-25-302-029

Address of Property: Surreybrook Plaza Shopping Center Salk Village, Illinois

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