

LAND TRUSTEE MORTGAGE

~~16.00~~

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 to a Trust Agreement dated FEBRUARY 10, 1987, and known as Trust Number 1278 hereinafter referred to as the "Mortgagee", 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 13 IN STREAMWOOD GREEN THE MEADOWS - PHASE 2, BEING A SUBDIVISION IN PART OF THE SOUTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 5 EAST, OF THE THIRD 60M., IN COOK COUNTY, ILLINOIS.

P.I.N. 06-24-301-001-0000  
Common address: U.S. 18 - 8 ASH COURT, 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 or such things are contractually controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter thereto or thereon, the fixtures of which by lease to lessees is customary or appropriate, including awnings, window shades, storm doors and windows, floor coverings, rubber mats, recessed beds, awnings, stoves, water heaters, refrigerators, washing machines, clothes dryers, and all other such appliances, all of which are intended to be or are hereby declared to be a part of said real estate whether physically attached thereto or not; and also together with all covenants and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over with the Mortgagee, whether or not hereafter so become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lessors and owners paid off by the proceeds of the loan hereby mortgaged.

To have and to hold the said property, with said fixtures, appurtenances, fixtures, appurtenances and equipment, and all mortgage proceeds and uses herein set forth, notwithstanding any notice or release contained herein, the mortgagee hereby waives any and all claims of release or discharge under any order or judgment of foreclosure or sale or judgment or behalf of each and every person, agent, assignee, transferee of the mortgagee, acquire any interest in or title to the premises subsequent to the date of this mortgage.

To secure (1) the payment of a note obligated to the Mortgagee in the sum of the Mortgagee bearing over the term of the note the sum of FIFTY THOUSAND THREE HUNDRED TWENTY AND NO/100 DOLLARS (\$50,320.00) with interest with interest thereon as therein provided, payable in full at maturity. All payments are to be applied first to the principal of the loan, then interest, and the balance to other obligations of the borrower. The performance of other agreements, including the said Note and Construction Loan Agreement dated MAY 15TH, 1987, which are hereby incorporated herein and made a part hereof, and which are, among other things, to pay ten days in advance for the Mortgagee for an additional monthly payment of one-half of 1% of the loan amount, shall be as (unless the Mortgagee has placed a lien on the property or has applied to satisfy said obligations) assignments, and the performance of all of the covenants and obligations of the Mortgagee in the Mortgagee, as provided herein and in said Note and Construction Loan Agreement dated MAY 15TH, 1987.

THE MORTGAGEE COVENANTS:

A. (1) To pay 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 and as provided herein the penalties provided therein all taxes, special assessments, and all other charges and

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against said property (including those covered by any fire or theft insurance policies, extended against said property shall be conclusively deemed valid for the purpose of this requirement; (5) 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 comply with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee; and in case of foreclosure said 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, vouchers and releases required or 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; (6) Immediately after destruction or damage, or damage 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 proceeds of any insurance covering such destruction or damage; (7) To keep said premises in good condition and repair, without waste, and free from any encumbrance or other lien or claim of lien not expressly subordinated to the lien hereof; (8) To comply with the provisions of any lease if this mortgage is on a leasehold; (9) To perform all obligations under any deed, city, government, bylaws, regulations, and constituent documents governing said premises if the Mortgage is on a condominium or a planned unit development; (10) Not to make, suffer or permit any unlawful use of any premises or part of said premises, nor to diminish nor impair its value by any act or omission to act; (11) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (12) Not to make, suffer or permit, without the written permission of the Mortgagee being first had or obtained, any use of the property for any purpose other than that for which it is now used, or any alterations, additions, deductions, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property; (13) Not to purchase or acquire, sell, 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, or any other equipment, or transfer of any right title or interest in any part of property, or any part thereof; (14) Not to accept or acknowledge without the written consent of the Mortgagee being first had and obtained in writing, any mortgage or transfer of any beneficial interest in and to the said numbered tract; (15) To complete within a reasonable time all buildings or improvements now or at any time in process of erection upon the said premises; (16) To insure and defend any proceeding which in the opinion of the Mortgagee may affect its security hereunder, and to pay all costs, expenses and fees incurred or paid by the Mortgagee in any proceeding in which it may be made a party defendant or reason of this Mortgage.

B. That in case of failure to perform any of the covenants herein, Mortgagee may act on Mortgagee's behalf, as hereinafter is provided; that said Mortgagee may also do any act or thing, and demand, to protect the lien hereof; that Mortgagee will receive and demand any moneys paid or distributed 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 5% per annum, shall become so due.

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additional indebtedness secured by this Mortgage and the said property as the original indebtedness and may be satisfied or any decree foreclosing this Mortgage and be paid out of the rents or 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 pay extended 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 instituted 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, or if the Mortgagor shall sell any assignment for the benefit of its creditors or if its creditors or of its property be placed under control or in custody of any court, or if the Mortgagee abandon any of said property or if 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 tract, 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 to 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 and indebtedness of the Mortgagor to the Mortgagee, and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure sale may be made of the premises aforesaid without offering the several parcels separately. That 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 event that the Mortgagor 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 hereunder, 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

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County Clerk's Office, at Chicago, Illinois, this 1st day of January, 1918.

Witness my hand and the seal of said County Clerk's Office, at Chicago, Illinois, this 1st day of January, 1918.

CLERK OF COOK COUNTY, ILLINOIS

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preservation of the property, including the right to... or to any deficiency decree whether there be a... or not, and if a receiver shall be appointed... possession until the expiration of the full period allowed by the statute for redemption whether there be redemption or not and until the release of deed in case of sale, but if 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 receiver but it may elect to terminate any lease in force at the time 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 reimbursed by or in behalf of Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, outlay for exhibits attached to pleadings, not necessary and expert evidence, stenographer's fees, Master's fees and commissions, court costs, publication costs and costs (which may be subtracted as to and include items to be expended after the entry of the decree of foreclosure 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 together 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 proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the mortgagor 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.

6. 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.

4. All easements, rents, issues and profits of said premises are deemed 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 to pledge said rents, issues and profits as a security 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 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

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is these necessary, in the exercise of the powers and authority herein conferred upon the Mortgagee, the Mortgagee shall have the power to execute all powers ordinarily incident to the exercise of such powers, and to do so as may be necessary, for any purpose herein provided for, which powers shall be deemed to be created on the mortgaged premises and on the land thereon, which land shall be the same as prior to the lien of any other indebtedness herein secured, and shall be the income obtain reasonable compensation for itself, and 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 such monies to the satisfaction of the principal of the indebtedness herein 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 partition therefor or not. The continuation 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 received, then until the expiration of the statutory period during which it may be used. 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 powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph, unless commenced within sixty days after Mortgagee's possession ceases.

I. 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 Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

K. Notwithstanding any of the provisions contained herein, the Mortgagor hereby waives any and all rights of redemption hereunder under any order or judgment of foreclosure on its own behalf and on behalf of each and every person, except judgment 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 mortgaged herein, including the acquisition cost of the land (if this is the case) and constitutes a "construction mortgage" within the meaning of Section 9-313(d) 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 undersigned 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 for

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the payment thereof, by the enforcement of the law hereinafter provided, in the manner herein and in said Note provided or by action to enforce 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

By: [Signature]  
Jane B. Keith, A.V.F. & Trust Officer

SEAL

Attest:

[Signature]  
Scott T. Vickers, Cashier

STATE OF ILLINOIS  
COUNTY OF KANE

I, Lori Kluender, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jane Keith, A.V.F. & Trust Officer of UNION NATIONAL BANK & TRUST COMPANY and Scott T. Vickers, Cashier of 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 said 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 Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of May, 1987

[Signature]  
Lori Kluender, Notary Public

Mail to:  
Prepared by:

Brenda Rainey  
Union National Bank  
One Fountain Square Plaza  
Elgin, IL 60120

COOK COUNTY, ILLINOIS  
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