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8. Upon, or at any time after the filing of a bill to foreclose this mortgage, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency. The court may also place the Mortgagee in possession. Mortgagee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

9. Mortgagee has no duty to examine the title, location, existence or condition of the premises, nor shall Mortgagee be obligated to record this mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in

Borrowers waive all right of homestead exemption in the property.

IN WITNESS WHEREOF, First Party has signed these presents the day and year first above written.

Gary A. Miller
Gary A. Miller
8/27/88

Deborah M. Miller
Deborah M. Miller
8/27/88

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

The foregoing instrument was acknowledged before me this 27 day of August, 1988, by Araminta H. Schnack - Gary A. Miller - Deborah M. Miller, his wife

(SEAL)

Araminta H. Schnack
Notary Public

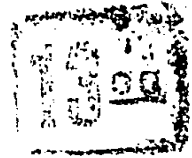
My Commission Expires: May 19, 1990

This Instrument Prepared By:
And To Be Delivered To:
Michael F. Moone, Vice President
Commercial Real Estate Department
Gary-Wheaton Bank
120 E. Wesley St.
Wheaton, IL 60187

"OFFICIAL SEAL"
Araminta Schnack
Notary Public, State of Illinois
My Commission Expires 5/19/90

DETECT
: T#3333 TRAN 2422 09/01/88 11:58:00
: #6540 # C * 88-399688
: COOK COUNTY RECORDER

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1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and premises from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or to the holders of the notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinances; (7) pay before any generally attached all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, (a) furnish to Mortgagee or to holders of the note duplicate receipts therefor; (b) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party is liable to collect; (c) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies provided for or payment by the insurance companies satisfactory to the holders of the note, under insurance policies payable in case of loss or damage, to Mortgagee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to collect all policies, including additional and renewal policies, to no part of the note, and in case of insurance about to expire, to collect or renewal policies not less than ten days prior to the respective dates of expiration; then Mortgagee or the holders of the note may, but need not, make any payment or performance of any act hereunder set forth in any form and manner deemed an expedient, and may, but need not, make full or partial payments of, or interest on or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax, lien or other prior lien or title or claim hereof, or redeem from any tax sale or forfeiture affecting said premises or consent to any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action hereunder authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of ~~two percent~~ per annum, considered as a waiver of the right of the note shall never be inaction of Mortgagee or holders of the note shall never be accounted for in the provisions of this paragraph.

2. The Mortgagee or the holders of the note hereby secured making any payment authorized relating to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Mortgagee shall have the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree

7. The loan secured hereby is made in reliance upon the ownership and management by First Party of the mortgaged land. Therefore, if First Party shall, without consent in writing of the Mortgagee, convey all or part of the mortgaged land, including fixtures, that are deemed part of the mortgaged land under local law (except to the extent permitted by the terms hereof), but expressly excluding from this Article any articles deemed chattels under local law, or if First Party shall change so that the present partners or joint venturers (if the management, ownership or control of the First Party shall change to an individual (or some other entity), shall, relinquish or lose their present degree of such management, ownership or control, or in the event any consensual junior lien attaches to the mortgaged land, then all debt secured hereby shall at once become due and payable at the option of the holder of the Mortgage debt. ~~Mortgagee~~ Mortgagee shall continue to be secured by the mortgage debt, and Mortgagee shall have the right to foreclose the lien hereof at once upon the occurrence of any of the foregoing events.

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