

89498263

PERMANENT INDEX NUMBERS: 13-36-220-001-0000
13-26-220-002-0000
13-26-220-003-0000

PARCEL 1: LOTS 1, 2 AND 3 IN ATTRILL'S SUBDIVISION OF PART OF BLOCKS 2, 3 AND 5 IN STAVE'S SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Mortgagor does, by these presents, grant, convey, and mortgage unto Mortgagee, its successors and assigns forever, the Real Estate and all of their estates, rights, titles, and interests therein situated in the County of Cook and State of Illinois, legally described as:

WHEREAS, as a condition of making the loan evidenced by the aforesaid Mortgage Note, Mortgagee has required that Mortgagor mortgage the "Premises" (as hereinafter defined) to the Mortgagee, and Mortgagor has executed, acknowledged, and delivered this Mortgage to secure the indebtedness evidenced by the aforesaid Mortgage Note.

WHEREAS, Mortgagor is indebted to Mortgagee in the principal amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) together with interest thereon from and after the date hereof at the rates provided in that certain Mortgage Note ("Mortgage Note"). The final payment of principal and interest thereunder, if not sooner paid, shall be due on November 1, 1994; and

This mortgage is made this 16th day of October, 1989 between LA SALLE NATIONAL BANK, as Trustee under a Trust Agreement dated November 23, 1977, and known as Trust No. 53500, (hereinafter referred to as "Mortgagor") and NBD SKOKIE BANK, N.A., an Illinois banking association, having an office at 8001 Lincoln Avenue, Skokie, Illinois 60077 (herein referred to as "Mortgagee").

WITNESSES:

\$34.00

MORTGAGE

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COOK COUNTY, ILLINOIS

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D. All buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration, and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the Premises, and all fixtures, equipment, materials and other types of personal property (other than that belonging to tenants) used in the ownership and operation of the improvement situated thereon with parking and other related facilities, in possession of Mortgagee and now or hereafter located in, on, or upon, or installed in or affixed to, the Real Estate legally described herein, or any improvements or structures thereon, together with all accessories and parts now attached to or used in connection with any such equipment, materials and personal

C. In accordance with the Collateral Assignment of Leases and Rents dated of even date herewith, all rents issues, proceeds, and profits accruing and to accrue from the Premises; and

B. All and singular the tenements, hereditaments, easements, appurtenances, passages, liberties, and privileges thereof or in any way now or hereafter appertaining, including homestead and any other claim at law or in equity as well as any after-acquired title, franchise, or license, and the reversion and reversions and remainder and remainders thereof;

A. All right, title, and interest of Mortgagee, including any after-acquired title or reversion, in and to the beds of the ways, streets, avenues, and alleys adjoining the Premises.

(sometimes herein referred to as the "Real Estate"), which Real Estate, together with the following described property, is collectively referred to as the "Premises", together with:

BOTH COMMONLY KNOWN AS: 2160 NORTH MILWAUKEE AVENUE CHICAGO, ILLINOIS 60647

PERMANENT INDEX NUMBERS: 13-26-220-004-0000
 13-26-220-005-0000
 13-26-220-006-0000
 13-26-220-007-0000
 13-26-220-008-0000
 13-26-220-009-0000

PARCEL 2: LOTS 1, 2, 3, 4, 5 AND 6 (EXCEPT THE SOUTHWESTERLY 4 FEET THEREOF) IN HIGGIN'S SUBDIVISION OF LOTS 1, 2 AND 3 IN BLOCK 2 IN STAVE'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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property or which may hereafter, at any time, be placed in or added thereto, and also any and all replacements and proceeds of any such equipment, materials and personal property, together with the proceeds of any of the foregoing; it being mutually agreed, intended, and declared, that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the Real Estate and for the purpose of this Mortgage to be Real Estate, and covered by this Mortgage; and as to any of the property aforesaid which does not so form a part and parcel of the Real Estate or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code), this Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgage hereby grants to the Mortgagee as the Secured Party (as such term is defined in the Uniform Commercial Code).

TO HAVE AND TO HOLD, the same unto the Mortgagee and its successors and assigns forever, for the purposes and uses herein set forth.

Provided, however, that if the Mortgagee shall pay the principal and all interest as provided by the Mortgage Note, and shall pay all other sums herein provided for, or secured hereby, and shall well and truly keep and perform all of the covenants herein contained, then this Mortgage shall be released at the cost of the Mortgagee, otherwise to remain in full force and effect.

1. MORTGAGOR'S COVENANTS. To protect the security of this Mortgage, Mortgagee agrees and covenants with the Mortgagee that Mortgagee shall:

A. PAYMENT OF PRINCIPAL AND INTEREST. Pay promptly when due the principal and interest on the indebtedness evidenced by the Mortgage Note at the times and in the manner herein and in the Mortgage Note provided.

B. TAXES AND DEPOSITS THEREFOR.

(1) Pay immediately when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer charges, and other charges which may be levied against the premises, and to furnish to Mortgagee upon request therefor, duplicate receipts therefor within thirty (30) days after payment thereof. Mortgagee may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes or assessments provided: (a) that such contest shall have the effect of preventing the collection of the tax or assessment so contested and the sale or forfeiture of said premises or any part thereof, or any interest therein, to satisfy the same; (b) that Mortgagee has notified Mortgagee in writing of the intention of Mortgagee to

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Mortgagee shall not be obligated to pay interest or earnings of any kind on funds deposited with it pursuant to the provisions of this Paragraph 1(B)(2).

and not on a "when issued and payable" basis. Reasonably estimated by Mortgagee, on a "January to January" basis of the annual general real estate taxes for the real estate, as Mortgage Note is due, with the Mortgagee an amount equal to 1/12th on the date when the principal and interest payment under the (2) If requested by Mortgagee, deposit each month,

Mortgagor. thereon and return on demand the balance of said deposit, if any, to thereof then unpaid, together with all penalties and interest due deposited in full payment of such taxes and assessments or that part Mortgagee of an official bill for such taxes, apply the money so disposition of such contest and upon Mortgagor's delivery to not then in default hereunder, the Mortgagee shall, upon the final amount reasonably satisfactory to Mortgagee. Provided Mortgagor is on account of such taxes and assessments, restore said deposit to an or, (1) In case the Mortgagee shall have applied funds on deposit then on deposit, shall be sufficient to make such payment in full, (1) deposit with the Mortgagee a sum which, when added to the funds interest thereon, the Mortgagor shall forthwith upon demand, either of such taxes and assessments together with all penalties and deposited shall be insufficient as aforesaid for the payment in full and interest thereon. If the amount of the money and/or security so portion thereof then unpaid, including the payment of all penalties payment of, or on account of, such taxes and assessments, or any monies and/or liquidate the securities deposited with Mortgagee, in Mortgagee may, at its option upon notice to Mortgagor, apply the maintain sufficient funds on deposit as hereinabove provided, the prosecute such contest with reasonable diligence or shall fail to Mortgagor, after demand is made upon it by Mortgagee, shall fail to judgment of the Mortgagee, such increase is advisable. In case the additional penalties and interest whenever, in the reasonable amount so sufficient at all times, increasing such amount to cover interest that might become due thereon, and shall keep on deposit an full such contested tax and assessment; and all penalties and sufficient, in the reasonable judgment of the Mortgagee, to pay in deposit or keep in effect said bond or letter of credit in an amount interest that might become due thereon, and shall keep said money on full such contested tax and assessment and all penalties and sufficient in the reasonable judgment of the Mortgagee to pay in other security reasonably acceptable to Mortgagee which shall be time in writing appoint, a sum of money, bond, letter of credit or deposited with Mortgagee at such place as Mortgagee may from time to any interest, penalties, or costs; and (c) that Mortgagor shall have contest the same, before any tax or assessment has been increased by

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any building or other improvement on the Premises to be materially altered, removed, or demolished, nor shall any fixtures or appliances on, in, or about said buildings or improvements be severed, removed, sold, or mortgaged, without the prior written consent of Mortgagee, and in the event of the demolition or destruction in whole or in part of any of the fixtures, chattels, or articles of personal property covered hereby or by any separate security agreement given in conjunction herewith, the same shall be replaced promptly by similar fixtures, chattels, and articles of personal property at least equal in quality and condition to those replaced, free from any security interest in or encumbrances thereon or reservation of title thereto. Subject to the provisions of Paragraph 19 hereof, Mortgagee shall promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed. The buildings and improvements shall be so restored or rebuilt so as to be of at

D. PRESERVATION AND RESTORATION OF PREMIUMS AND COMPLIANCE WITH GOVERNMENTAL REGULATIONS.

(2) Liability and Business Interruption Insurance. Carry and maintain comprehensive public liability insurance and business interruption (or loss of rentals) insurance as may be required from time to time by the Mortgagee in forms, amounts, and with companies reasonably satisfactory to the Mortgagee. Such liability policy and business interruption insurance shall name Mortgagee as an additional insured party thereunder. Certificates of such insurances, premiums prepaid, shall be deposited with the Mortgagee and shall contain provision for thirty (30) days' notice to the Mortgagee prior to any cancellation thereof.

(1) Hazard. Keep the improvements now existing or hereafter erected on the Premises insured under a replacement cost form of insurance policy against loss or damage resulting from fire, windstorm, and other hazards as may be required by Mortgagee, and to pay promptly, when due, any premiums on such insurance, provided however, Mortgagee may make such payments on behalf of Mortgagee. All insurance shall be in form and content as reasonably approved by the Mortgagee (which shall be carried in companies reasonably acceptable to Mortgagee) and the policies and renewals marked "PAID" shall be delivered to the Mortgagee at least thirty (30) days before the expiration of the old policies and shall have attached thereto standard noncontributing mortgage clause(s) in favor of the entitling Mortgagee to collect any and all of the proceeds payable under all such insurance, as well as standard waiver of subrogation endorsement, if available. Mortgagee shall not carry separate insurance, concurrent in kind or form and contributing in the event of loss, with any insurance required hereunder. In the event of any casualty loss, Mortgagee will give immediate notice by mail to the Mortgagee.

C. INSURANCE.

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Any waiver by Mortgagee of the provisions of this Paragraph shall not be deemed to be a waiver of the right of Mortgagee to insist upon strict compliance with the provisions of this Paragraph in the future.

(2) Neither permit the Premises, the beneficial interest in Mortgage, or a substantial change in the ownership of such beneficial interest in whole or in part, to be alienated, transferred, conveyed or assigned to any person or entity nor permit the Lease specifically identified in the collateral Assignment of Lease(s) and Rent(s), executed and delivered by Mortgagee to Mortgagee in connection herewith, to be assigned by the Lessor or the Lessee therein identified.

(1) Except with Mortgagee's written consent, which shall not be unreasonably withheld, shall not create, suffer, or permit to be created or filed against the Premises, any mortgage lien or other lien whether superior or inferior to the lien of this Mortgage. The Mortgagee may either (a) cause title insurance to be issued insuring that any such liens will not affect the priority of the lien of this Mortgage, or (b) contest any lien claim arising from any work performed, material furnished, or obligations incurred by Mortgagee upon furnishing Mortgagee security and indemnification reasonably satisfactory to Mortgagee for the final payment and discharge thereof; or

E. CREATION OF LIENS AND TRANSFER OF OWNERSHIP.

Mortgagee further agrees to permit, commit, or suffer no waste, impairment, or deterioration of the Premises or any part of improvement thereof; to keep and maintain the Premises and every part thereof in good repair and condition, subject to ordinary wear and tear, to effect such repairs as the Mortgagee may reasonably require, and, from time to time, to make all needed and proper replacements and additions thereto so that said buildings, fixtures, machinery, and appurtenances will, at all times, be in good condition, fit and proper for the respective purposes for which they were originally erected or installed; to comply with all statutes, orders, requirements or decrees relating to said Premises as provided in any notice given by any federal, state, or municipal authority; and to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions, and nonconforming uses) privileges, franchises, and concessions which are applicable to the Premises or which have been granted to or contracted for by Mortgagee in connection with any existing or presently contemplated use of the said Premises.

Least equal value and substantially the same character as prior to such damage or destruction.

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H. FINANCIAL COVENANTS. While any portion of the indebtedness evidenced by the Mortgage Note is outstanding, Mortgagor shall

and litigation expenses. consultants' fees, investigation and laboratory fees, court costs, Hazardous Materials including, without limitation, attorneys' and Mortgage, which are based upon or in any way related to such government authorities, or any policies or requirements of violation of laws, orders, regulations, requirements or demands of arising out of or related to such Hazardous Materials; (iii) any (including wrongful death) or property damage (real or personal) property, persons or animals thereon; (ii) any personal injury Premises or the soil, water, vegetation, buildings, personal related to (i) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from, or affecting the damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way claims, demands, penalties, fines, liabilities, settlements, employees, agents, officers and directors from and against any authorities and defend, indemnify and hold harmless Mortgage, its orders and directives of all federal, state, and local governmental policies to Mortgagee's satisfaction and in accordance with the federal, state, and local laws, ordinances, rules, regulations and from, or affecting the Premises in accordance with all applicable necessary to clean up and remove all Hazardous Materials, on, under, sampling and testing, and all remedial, removal and other actions Conduct and complete all investigations, studies,

G. CLEAN UP OF HAZARDOUS MATERIALS.

any other property. occupant, a release of Hazardous Materials onto the Premises or onto or omission on the part of Mortgagor or any tenant, subtenant or cause or permit, as a result of any intentional or unintentional act federal, state and local laws and regulations, nor shall Mortgagor Hazardous Materials, except in compliance with all applicable treat, store, handle, dispose of, transfer, produce, or process Premises to be used to generate, manufacture, refine, transport, limiting the foregoing, Mortgagor shall not cause or permit the governmental law, ordinance, rule or regulation) and, without promulgated pursuant thereto, or any other federal, state or local 6901 et seq.) and in the regulations adopted and publications Resource Conservation and Recovery Act, as amended, (42 U.S.C. §§ Liability Act of 1980, as amended (42 U.S.C. §§ 1801, et seq.), the in the Comprehensive Environmental Response, Compensation and wastes, hazardous or toxic substances or related materials defined explosives, radioactive materials, hazardous materials, hazardous Hazardous Materials (including, without limitation, any flammable Keep or cause the Premises to be kept free of

F. KEEP PREMISES FREE FROM HAZARDOUS MATERIALS.

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3. **EMINENT DOMAIN.** So long as any portion of the principal balance evidenced by the Mortgage Note remains unpaid, any and all awards heretofore or hereafter made or to be made to the present and all subsequent owners of the Premises, by any governmental or other lawful authority for taking, by condemnation or eminent domain, of the whole or any part of the Premises or any improvement located thereon, or any easement therein or appurtenant thereto (including allowance of the claim heretofore, the ascertainment of the amount

2. **MORTGAGEE'S PERFORMANCE OF DEFAULTED ACTS.** In case of default herein, Mortgagee may, but need not, at any time after the giving of any notice and the lapse of any time thereafter which may be required by Paragraph 1 hereof, and subject to the provisions of this Mortgage make any payment or perform any act herein required of Mortgagee in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise, or settle any tax lien or other prior or junior lien or title or claim thereof, or redeem from any tax sale or foreclosure affecting the Premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Mortgagee to protect the Premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable by Mortgagee to Mortgagee without notice and with interest thereon at the Default Interest Rate as defined herein. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

2. By January 30 and July 30 of each year for the six month period just immediately ended, provide Mortgagee with a leasing status report which shall specify for each rental unit the name of the tenant, the identity of the rental unit occupied by such tenant, the annual rental paid therefor and the percentage rental, if any, applicable to such unit, the amount of space being leased, and the lease expiration date.

(b) personal financial statements for each of the guarantors of the Mortgage Note.

(a) an annual operating statement (to be prepared in accordance with generally accepted accounting principles consistent with the previous years' operating statements) for the Premises, which annual operating statement will indicate the total rental income for the Premises and the annual expenses therefor; and

1. By February 28 of each year for the year just immediately ended, provide the Mortgagee with:

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6. LEGALITY OF TERMS HEREOF. Nothing herein or in the Mortgage Note contained nor any transaction related thereto shall be construed or shall so operate either presently or prospectively, (a)

5. INSPECTION OF BOOKS AND RECORDS. Mortgagor shall keep and maintain full and correct books and records showing in detail the income and expenses of the Premises and within ten (10) days after demand therefore to permit Mortgagee, at normal business hours, to examine such books and records and all supporting vouchers and data, at any time and from time to time, on request at Mortgagor's offices, heretofore identified or at such other location as may be mutually agreed upon.

4. ACKNOWLEDGMENT OF DEBT. Mortgagor shall furnish, from time to time, within thirty (30) days after Mortgagee's request, a written statement of the amount due upon this Mortgage and whether any alleged offsets or defenses exist against the indebtedness secured by this Mortgage.

thereof and the issuance of the warrant for payment thereof), are hereby assigned by Mortgagor to Mortgagee, to the extent of the unpaid indebtedness evidenced by the Mortgage Note, which award Mortgagee is hereby authorized to give appropriate receipts and acquittances thereto, and, subject to the terms of Paragraph 19 hereof, Mortgagee shall apply the proceeds of such award as a credit upon any portion of the indebtedness secured hereby or, at its option, permit the same to be used to repair and restore the improvements in the same manner as set forth in Paragraph 19 hereof with regard to insurance proceeds received subsequent to a fire or other casualty to the Premises. Mortgagor shall give Mortgagee immediate notice of the actual or threatened commencement of any such proceedings under condemnation or eminent domain, affecting all or any part of the said Premises or any easement therein or appurtenance thereof, including severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor shall make, execute, and deliver to Mortgagee, at any time or times upon request, free, clear, and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all awards in accordance with and subject to the provisions hereof, and other compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any such proceeding. Notwithstanding anything aforesaid to the contrary, Mortgagor shall have the sole authority to conduct the defense of any condemnation or eminent domain proceeding and (so long as the amount of any condemnation or eminent domain award exceeds the unpaid principal balance evidenced by the Mortgage Note) the sole authority to agree to and/or accept the amounts, terms, and conditions of any and all condemnation or eminent domain awards.

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9. MORTGAGEE'S PAYMENT OF GOVERNMENTAL, MUNICIPAL, OR OTHER CHARGES OR LIENS. Upon the occurrence of an event of default hereunder Mortgagee is hereby authorized subject to the terms and provision of this Mortgage, to make or advance, in the place and stead of the Mortgagor, any payment relating to taxes, assessments, water rates, sewer rentals, and other governmental or municipal charges, fines, impositions, or liens asserted against the premises and may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement, or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien, or title or claim thereof, and the Mortgagee is further authorized to make or advance

8. EXECUTION OF SECURITY AGREEMENT AND FINANCING STATEMENT. Mortgagee, within five (5) days after request by mail, shall execute, acknowledge, and deliver to Mortgagee a Security Agreement, financing statement, or other similar security instrument, in form satisfactory to the Mortgagee, and reasonably satisfactory to Mortgagor and conforming to the terms hereof covering all property of any kind whatsoever owned by the Mortgagor, which, in the sole opinion of Mortgagee, is essential to the operation of the premises and concerning which there may be any doubt as to whether the title to same has been conveyed by or a security interest therein perfected by this Mortgage under the laws of the State of Illinois and will further execute, acknowledge, and deliver any financing statement, affidavit, continuation statement or certificate, or other documents as Mortgagee may request in order to perfect, preserve, maintain, continue, and extend the security instrument. Mortgagor further agrees to pay Mortgagee, on demand, all costs and expenses incurred by Mortgagee in connection with the recording, filing, and refiling of any such document.

7. SUBROGATION. In the event the proceeds of the loan made by the Mortgagee to the Mortgagor, or any part thereof, or any amount paid out or advanced by the Mortgagee, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon the premises or any part thereof, then the Mortgagee shall be subrogated to such other lien or encumbrance and to any additional security held by the holder thereof and shall have the benefit of the priority of all of same.

to require Mortgagor to pay interest at a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate; or (b) to require Mortgagor to make any payment or do any act contrary to law, and if any clause and provision herein contained shall otherwise so operate to invalidate this Mortgage, in whole or in part, then such clause or clauses and provisions only shall be held for naught as though not herein contained and the remainder of this Mortgage shall remain operative and in full force and effect, and Mortgagee shall be given a reasonable time to correct any such error.

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(1v) If the Mortgagor, any beneficiary thereof, or guarantor of the payment of the Mortgage Note secured hereby, shall file a petition in voluntary bankruptcy or under Chapter VII or Chapter XI of the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, which action is not dismissed within thirty (30) days; or

(11) any default in the performance or observance of any other term, covenant, or condition in this Mortgage or in any other instrument now or hereafter evidencing or securing said indebtedness which default continues for thirty (30); or

(11) any default in the monthly principal and interest payments under the Mortgage Note secured hereby, which default or failure remains uncured for a period of fifteen (15) days; or

(1) any failure to provide the insurance specified in Paragraph 1(C)(1) and 1(C)(2) herein;

(a) Events of Default and Remedies. The following shall constitute an Event of Default under this Mortgage:

11. DEFAULT AND FORECLOSURE.

10. BUSINESS LOAN. The Mortgagor represents and agrees, and the beneficiary of Mortgage by execution and delivery of the direction to Mortgagor to execute this Mortgage, warrants, represents, and agrees that the proceeds of the Mortgage Note will be used for business purposes, and that the indebtedness evidenced by the Mortgage Note constitutes a business loan within the purview of Paragraph 6404 of Chapter 17 of the Illinois Revised Statutes.

All such advances and indebtedness authorized by this Paragraph shall be repayable by Mortgagor upon demand with interest at the Default Interest Rate.

In the place and stead of the Mortgagor any payment relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim, or charge; or payment otherwise relating to any other purpose herein and hereby authorized but not enumerated in this Paragraph, and may do so whenever, in its reasonable judgment and discretion, such advance or advances shall seem necessary or desirable to protect the full security intended to be created by this instrument, and, provided further, that in connection with any such advance, Mortgagee, in its option, may, and is hereby authorized to obtain a continuation report of title or title insurance policy prepared by a title insurance company of Mortgagee's choosing.

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(b) Expense of litigation. In any suit to foreclose the lien of this Mortgage or enforce any other remedy of the Mortgagee

same at any other time. option shall not constitute a waiver of the right to exercise the statutes in such case provided, and any failure to exercise said to foreclose this Mortgage by judicial proceedings according to the occurrence of any such event of default, the Mortgagee may proceed (as hereinafter defined) and, thereupon, or at any time after the principal balance of the Mortgage Note at the default interest rate, and payable with interest accruing thereafter on the unpaid and without demand or notice to Mortgagee, become immediately due principal and accrued interest shall, at the option of the Mortgagee indebtedness secured hereby, including, but not limited to, the entire Upon the occurrence of an Event of Default, the entire

the payment of the Mortgage Note. or the Collateral Assignment of Beneficial Interest given to secure contained herein, the Collateral Assignment of Lease(s) and Rent(s) (ix) the truth or falsity of any of the warranties

Premises; or receiver or trustee or liquidator or all or any portion of the its or their insolvency or shall consent to the appointment of a assignment for the benefit of creditors, or shall admit in writing guarantor of the Mortgage Note secured hereby, shall make an (viii) the Mortgagee, any beneficiary thereof, or

after appointment; or or stayed on appeal or otherwise stayed within the thirty (30) days shall not be discharged or such jurisdiction relinquished or vacated the Mortgage Note secured hereby, and such trustees or receiver Mortgagee, any beneficiary thereof, or guarantor of the payment of reorganization, liquidation, or winding up of the beneficiary thereof in any involuntary proceeding for the or any portion of the premises or the property of the Mortgagee, any (vii) any Court shall have taken jurisdiction of all

or the premises or its or their property in any involuntary proceeding; not relinquished within thirty (30) days for all or any portion of appointed for the Mortgagee or its beneficiary which appointment is be adjudicated a bankrupt, or a trustee or a receiver shall be guarantor of the payment of the Mortgage Note secured hereby, shall (vi) If the Mortgagee, any beneficiary thereof, or

within thirty (30) days after the filing thereof; or or fail to obtain a vacation or stay of involuntary proceedings file an answer admitting insolvency or inability to pay their debts guarantor of the payment of the Mortgage Note secured hereby, shall (v) If the Mortgagee, any beneficiary thereof, or

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STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE,
January 10, 1900.

REPORT
OF THE

COMMISSIONERS OF THE
LAND OFFICE

IN RESPONSE TO A
RESOLUTION PASSED BY THE
SENATE, JANUARY 10, 1899.

CHAS. W. BROWN,
COMMISSIONER.

CHAS. W. BROWN,
COMMISSIONER.

CHAS. W. BROWN,
COMMISSIONER.

CHAS. W. BROWN,
COMMISSIONER.

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(f) hold, operate, manage and control the Premises and conduct the business, if any thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of security of the avals, rents, issues, and profits of the Premises including actions for recovery of rent, actions in forbade detainer, and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges, and powers herein granted at any and all times hereafter, without notice to the Mortgagor;

(c) Mortgagee's Right of Possession in Case of Event of Default. In any case in which, under the provisions of this Mortgage, the Mortgagee has a right to institute foreclosure proceedings whether or not the entire principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof, or before or after sale thereunder, forthwith upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee, and Mortgagee shall be entitled to take, actual possession of the Premises or any part thereof, personally or by its agent or attorneys, as for condition broken and Mortgagee, in its discretion, may enter upon and take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers, and accounts of the Mortgagor or the then owner of the Premises relating thereto, and may exclude the Mortgagor, its agents or servants, wholly therefrom, and may, in its own name as Mortgagor and under the powers herein granted:

under this Mortgage, the Mortgage Note, or any other document given to secure the indebtedness represented by the Mortgage Note, there shall be allowed and included as additional indebtedness in the judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, survey costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree, the true condition of the title to or value of the Premises. All expenditures and expenses of the nature in this Paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Premises and the maintenance of the lien of this Mortgage, including the fees of any attorney affecting this Mortgage, the Mortgage Note or the Premises, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the Default Interest Rate.

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(11) to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the Premises, or which may become a lien prior to the lien of this Mortgage;

(1) to the payment of the operation expenses of the Premises, which shall include reasonable compensation to the Mortgagee or the receiver and its agent or agents, its management of the Premises has been delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases, establishing claims for damages, if any, and premiums on insurance hereinabove authorized;

(d) Mortgagee's Determination of Priority of Payments. Any avals, rents, issues, and profits of the Premises received by the Mortgagee after having taken possession of the Premises, or pursuant to any assignment thereof to the Mortgagee under the provisions of this Mortgage or of any separate security documents or instruments shall be applied in payment of or on account of the following, in such order as the Mortgagee (or in case of a receivership) as the Court may determine:

(iv) make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments, and improvements to the Premises as to Mortgagee may seem judicious, to insure and reinsure the Premises and all risks incidental to Mortgagee's possession, operation and management thereof, and to receive all avals, rents, issues and profits.

(11) extend or modify any then existing lease(s) or management agreement(s) and make new lease(s) or management agreement(s), which extensions, modifications, and new lease(s) or options to extend or renew terms to expire, or for date of the indebtedness hereunder and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such lease(s) and management agreement(s) and the options or other such provisions to be contained therein, shall be binding upon Mortgagee and all persons whose interests in the Premises are subject to the lien hereof and shall also be binding upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge or the mortgage indebtedness, satisfactory of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser;

(11) cancel or terminate any lease or sublease or management agreement for any cause or on any ground which would entitle Mortgagee to cancel the same;

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(f) Application of Proceeds of Foreclosure Suit. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: FIRST, on account of all costs and expenses incident to the foreclosure proceedings including all such items as are mentioned in Paragraph

(e) Appointment of Receiver. Upon or at any time after the filing of any complaint to foreclose this Mortgage, the Court may, upon application, appoint a receiver of the Premises. Such appointment may be made either before or after sale upon appropriate notice as provided by law and 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, and without bond being required of the applicant. Such receiver shall have the power to take possession, control, and care of the Premises and to collect the rents, issues, and profits of the Premises during the pendency of such foreclosure suit, and, in case of a sale and a deficiency, during the full statutory period of redemption (provided that the period of redemption has not been waived by the Mortgagee), as well as during any further times when the Mortgagee, its heirs, administrators, executors, 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 useful in such cases for the protection, possession, control, management, and operation of the Premises during the whole of said period to extend or modify any then new lease(s) or management agreement(s), and to make new lease(s) or management agreement(s), which extensions, modifications, and new lease(s) or management agreement(s) may provide for terms to expire, or for options to lease(s) to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder, it being understood and agreed that any such lease(s) and management agreement(s) and the options or other such provisions to be contained therein, shall be binding upon Mortgagee and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser.

(iv) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale; (v) any overplus or remaining funds to the Mortgagee, their successors or assigns, as their rights may appear. (iii) to the payment of all repairs and replacements, will, in the judgment of Mortgagee or receiver, make it readily rentable;

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12. RIGHTS AND REMEDIES ARE CUMULATIVE. All rights and remedies herein provided are cumulative and the holder of the Notes secured hereby and of every other obligation secured hereby may recover judgment hereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right afforded by this Mortgage.

(f) Default Interest Rate. The "Default Interest Rate" shall be three (3%) per cent in excess of the interest rate specified in the Mortgage Note and in the amount specified in the Mortgage Note for any extension or renewal periods.

(1) Waiver of Statutory Rights. Mortgagor, for itself and all who may claim through or under them, waives any and all right to have the property and estate comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights herein granted, on behalf of the Mortgagor and on behalf of each and every person, except decree or judgment creditors of Mortgagor acquiring any interest in or title to the Premises described herein subsequent to the date of this Mortgage.

(h) Sale of Separate Parcels, Right of Mortgagee to Purchase. In the event of any foreclosure sale of said Premises, the same may be sold in one or more parcels. Mortgagee may be the purchaser at any foreclosure sale of the Premises or any part thereof.

(g) Rescission of or Failure to Exercise. The failure of the Mortgagee to exercise the option for acceleration of maturity and/or foreclosure following any Event of Default as aforesaid, or to exercise any other option granted to the Mortgagee hereunder in any one or more instances, or the acceptance by Mortgagee of partial payments hereunder, shall not constitute a waiver of any such Event of Default nor extend or affect any cure period, if any, but such option shall remain continuously in force. Acceleration of maturity, once claimed hereunder by Mortgagee, may, at the option of Mortgagee, be rescinded by written acknowledgment to that effect by the Mortgagee and shall not affect the Mortgagee's right to accelerate the maturity for any future Event of Default.

(b) hereof; SECOND, all other items which, under the terms hereof, constitute secured indebtedness additional to that evidenced by the Mortgage Note, with interest thereon at the Default Interest Rate; THIRD, all principal and interest (calculated at the Default Interest Rate) remaining unpaid on the Mortgage Note; and, FOURTH, any overplus to Mortgagor, its successors or assigns, as their rights may appear.

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17. CAPTIONS. The captions and headings of various paragraphs are for convenience only, and are not to be construed as

16. COVENANTS TO RUN WITH THE LAND. All the covenants hereof shall run with the land.

15. COMMITMENT LETTER. The indebtedness evidenced by the Mortgage Note and secured hereby has been extended to Mortgagee pursuant to the terms of a Commitment Letter dated September 29, 1989 from Mortgagee to Mortgagor's beneficiary and subsequently accepted by such beneficiary. All terms and conditions of such Commitment Letter are incorporated herein by reference as if fully set forth.

14. TIME IS OF THE ESSENCE. It is specifically agreed that time is of the essence of this Mortgage. The waiver of the options or obligations secured hereby shall not at any time thereafter be held to be abandonment of such rights. Except as otherwise specifically required, notice of the exercise of any option granted to the Mortgagee herein, or in the Mortgage Note secured hereby is not required to be given.

MAX RABIN
2160 North Milwaukee
Chicago, Illinois 60627

and

LA SALLE NATIONAL BANK as Trustee Under
Trust No. 53500 dated November 23, 1977
135 South LaSalle Street
Chicago, Illinois 60690

Mortgagor:

NBD SKOKIE BANK, N.A.
8001 Lincoln Avenue
Skokie, Illinois 60077

Mortgagee:

13. GIVING OF NOTICE. Any notice or demands which either party hereto may desire or be required to give to the other party, shall be in writing and shall be hand delivered or mailed by certified mail, return receipt requested, addressed to such other party and to their respective attorneys, at the addresses, hereinafter or hereinafter set forth, or at such other address as either party hereto may, from time to time, by notice in writing, designate to the other party, as a place for service of notice. All such notices and demands which are mailed shall be effectively given two (2) business days after the date of post marking. All such notices and demands which are hand delivered, shall be effectively given on the date of such delivery. In case no other address has been so specified, notices and demands hereunder shall be sent to the following address:

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(11) In the event such proceeds shall be insufficient to restore the improvements, Mortgagor shall promptly with Mortgagee funds which, together with the insurance proceeds, would be sufficient to restore the improvements.

(11) Mortgagee shall first be given satisfactory proof that such improvements have been fully restored or that by the expenditure of the proceeds of insurance, and any sums deposited by Mortgagor pursuant to the terms of subparagraph (11) hereof, will be fully restored, free and clear of all mechanic's and material-men's liens, except for liens for which adequate provision is made pursuant to Paragraph 1(E)(1) hereof, within six (6) months from the date of such loss or damage;

(1) No Event of Default shall then exist under any of the terms, covenants and conditions of the Mortgage Note, this Mortgage, or any other documents or instruments evidencing or securing the Mortgage Note;

(b) In the event that Mortgagee elects to make the proceeds of insurance available for the restoration of the improvements so damaged, no disbursement thereof shall occur unless Mortgagor is in compliance with each of the following conditions:

(1) (a) In the event of any such loss or damage to the Premises, as described in Paragraph 1(C)(1) hereof, all insurance proceeds payable as a result thereof shall be delivered to Mortgagee, and Mortgagee may use or apply the proceeds of insurance, at its option, as follows: (1) as a credit upon any portion of the indebtedness secured hereby; or (2) to reimburse Mortgagee for repairing and restoring the improvements, provided that Mortgagee complies with each of the provisions specified in Paragraph 19(b)(1) through 19(b)(11) hereof, in which event the Mortgagee shall not be obliged to see to the proper application thereof nor shall the amount so released or used for restoration be deemed a payment on the indebtedness secured hereby.

19 APPLICATION OF INSURANCE PROCEEDS AND EMINENT DOMAIN MATTERS.

18. CONSTRUCTION. Mortgagor does hereby acknowledge that all negotiations relative to the loan evidenced by the Mortgage Note, this Mortgage, and all other documents and instruments securing the Mortgage Note, took place in the State of Illinois. Mortgagor and Mortgagee (by making the loan evidenced by the Mortgage Note) do hereby agree that the Mortgage Note, this Mortgage and all other documents securing the Mortgage Note shall be construed and enforced according to the laws of the State of Illinois.

defining or limiting in any way the scope or intent of the provisions hereof.

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(b) Mortgagee shall first be given satisfactory proof that such improvements have been fully restored or that by the expenditure of such award and any sums deposited with Mortgagee pursuant to the terms of subparagraph (iii) hereof, will be fully restored, free and clear of all mechanic's and materialmen's liens, except for liens for which adequate provision is made pursuant to Paragraph (E)(1) hereof, within six (6) months from the date of such taking;

(a) No Event of Default shall then exist under any of the terms, covenants, and conditions of the Mortgage Note, this Mortgage, or any other documents or instruments evidencing or securing the Mortgage Note;

(2) In the event that Mortgagee elects to make available to the Mortgagee the proceeds of any award for eminent domain to restore any improvements on the premises, no disbursement thereof shall occur unless Mortgagee is in compliance with each of the following conditions:

(d) In the event Mortgagee shall elect to permit Mortgagee to use such proceeds for the restoring of the improvements, such proceeds shall be made available, from time to time, upon Mortgagee being furnished with satisfactory evidence of the estimated cost of such restoration and with architect's certificates, partial or final waivers of lien, as the case may be, contractor's sworn statements, and if the estimated cost of the work exceeds ten (10%) percent of the original principal amount of the indebtedness secured hereby, with all plans and specifications for such rebuilding or restoration as Mortgagee may reasonably require and approve. No payment made prior to the final completion of the work shall exceed twenty (20%) percent of the value of the work performed, from time to time, and at all times the undisbursed balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work, free and clear of any liens. In the event of foreclosure of this Mortgage, or other transfer of title to the Premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagee, in and to any insurance policies then in force, and any claims or proceeds thereunder shall to the extent of the indebtedness, pass to the Mortgagee or any purchaser or grantee.

(c) The excess of the insurance proceeds above the amount necessary to complete any necessary restoration shall, after completion of the repair and restoration, be applied as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby, but the funds released by Mortgagee for restoration shall in no event, be deemed a payment of the indebtedness secured hereby.

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21. **HAZARDOUS WASTE.** The Mortgagor represents and warrants to the Mortgagee that (a) the Mortgagor has not used Hazardous Materials (as defined below), on, from or affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials and, to the best of the Mortgagor's knowledge, no prior owner of the Premises or any existing or prior tenant, or occupant has used Hazardous Materials on, from or affecting the Premises in any manner which violates federal, state or local law, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

20. **BINDING ON SUCCESSOR AND ASSIGNS.** Without expanding the liability of any guarantor contained in any instrument of guaranty executed in connection herewith, this Mortgage and all provisions hereof shall extend and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein, shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Notes or this Mortgage. The word "Mortgage" when used herein, shall include the successors and assigns of the Mortgagee named herein, and the holder or holders, from time to time, of the Mortgage Note secured hereby. Whenever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall include all genders.

(f) The excess of the proceeds of the award, above the amount necessary to complete such restoration, shall be applied as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby, but the proceeds of the award released by Mortgagee for restoration shall, in no event, be deemed a payment of the indebtedness secured hereby.

(e) The disbursement of the award will be made according to those provisions of Paragraph 19(b) which relate to the disbursement of insurance proceeds for repair and restoration of the improvements and the conditions precedent to be satisfied by the Mortgagor with regard thereto;

(d) The rental income to be derived from the improvements, subsequent to such taking by eminent domain, shall not adversely affect the Mortgagors' ability to pay the indebtedness evidenced by the Mortgage Note;

(c) In the event such award shall be insufficient to restore the improvements, Mortgagor shall deposit promptly with Mortgagee funds which, together with the award proceeds, would be sufficient to restore the improvements;

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Hazardous Materials; (b) the Mortgagor has never received any notice of any violations (and is not aware of any existing violations) of federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at the Premises and, to the best of the Mortgagor's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects the Premises; (c) Mortgagor shall keep or cause the Premises to be kept free of Hazardous Materials except to the extent that such Hazardous Materials are stored and/or used in compliance with all applicable federal, state and local laws and regulations; and, without limiting the foregoing, Mortgagor shall not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant, subcontractor or occupant, a release, spill, leak or emission of Hazardous Materials onto the Premises or onto any other contiguous property; (d) the Mortgagor shall conduct and complete all investigations, including a comprehensive environmental audit, studies, sampling, and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Premises as required by all applicable federal, state and local laws, ordinances, rules, regulations and policies, to the satisfaction of the Mortgagor, and in accordance with the orders and directives of all federal, state and local governmental authorities. If the Mortgagor fails to conduct an environmental audit required by the Mortgagor, then the Mortgagor may at its option and at the expense of the Mortgagor, conduct such audit.

Subject to the limitations set forth below, the Mortgagor, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including, without limitation, attorney's fees and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to (a) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons or animals; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials on the Premises, (c) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials with respect to the Premises, and/or (d) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Mortgagor, which

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are based upon or in any way related to such Hazardous Materials used in the Premises. The indemnity obligations under this paragraph are specifically limited as follows:

(1) The Mortgagor shall have no indemnity obligation with respect to Hazardous Materials that are first introduced to the Premises or any part of the Premises subsequent to the date that the Mortgagor's interest in and possession of the Premises or any part of the Premises shall have fully terminated by foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure;

(11) The Mortgagor shall have no indemnity obligation with respect to any Hazardous Materials introduced to the Premises or any part of the Premises by the Mortgagor, its successors or assigns.

The Mortgagor agrees that in the event this Mortgage is foreclosed or the Mortgagor tenders a deed in lieu of foreclosure, the Mortgagor shall deliver the Premises to the Mortgagor free of any and all Hazardous Materials which are then required to be removed (whether over time or immediately) pursuant to applicable federal, state and local laws, ordinances, rules or regulations affecting the Premises.

For purposes of this Mortgage, "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et. seq.) the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et. seq.) and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule or regulation.

The provisions of this paragraph shall be in addition to any and all other obligations and liabilities the Mortgagor may have to the Mortgagor under the debt, any loan document, and in common law, and shall survive (a) the repayment of all sums due for the debt, (b) the satisfaction of all of the other obligations of the Mortgagor in this Mortgage and under any loan document, (c) the discharge of this Mortgage, and (d) the foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure. Notwithstanding anything to the contrary contained in this Mortgage, it is the intention of the Mortgagor and the Mortgagor that the indemnity provisions of this paragraph shall only apply to an action commenced against any owner or operator of the Premises in which any interest of the Mortgagor is threatened or any claim is made against the Mortgagor for the payment of money.

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BOX 833 - TR

This mortgage prepared by:
Scott L. David
Kamensky & Rubinstein
7250 North Cicero Avenue
Lincolnwood, Illinois 60466

MAIL TO:

Assistant Secretary

ATTEST:

Its: ASSISTANT VICE PRESIDENT

By: LA SALLE NATIONAL BANK
not individually, but as Trustee under
a Trust Agreement dated November 23,
1977 and known as Trust No. 53500

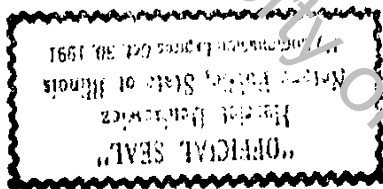
IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed the day and year first above written.

22. This mortgage is executed by LA SALLE NATIONAL BANK, 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 insofar as Mortgagor only is concerned is payable only out of the property specifically described in this Mortgage and other documents securing the payment of the Mortgage Note secured hereby, by the enforcement of the provisions contained in this Mortgage and other documents or any thereof. No personal liability shall be asserted to be enforceable against the Mortgagor, because or in respect to said Mortgage Note or this Mortgage, or the making, issue or transfer thereof, all such liability, if any, being expressly waived by such taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the Guarantor of said Mortgage Note, and each original and successive holder of said Mortgage Note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the sale or other disposition thereof.

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Given under my hand and notarial seal this _____ day of _____, 1989. My commission expires: _____ 19 _____ Notary Public

I, Harriet Dentisewicz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Corinne Bek, Assistant Vice President of LA SALLE NATIONAL BANK, and Rosemary Collins, Assistant Secretary of said LA SALLE NATIONAL BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said LA SALLE NATIONAL BANK, as Trustee for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he/she, as custodian for the corporate seal of said LA SALLE NATIONAL BANK did affix the said corporate seal as his/her own free and voluntary act, and as the free and voluntary act of said LA SALLE NATIONAL BANK, as Trustee, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

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RECORDS SECTION

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