

Chicago, Illinois 60675  
50 South LaSalle Street  
Rose A. Ellis, Esq.

This document prepared by:

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay when due the Indebtedness Hereby Secured and shall duly and timely perform and observe all of the terms, provisions, covenants, and agreements hereon provided to be performed and observed by Mortgagor, then this Mortgage and the estate, right, and interest of Mortgagee in the Premises shall cease and become void of the homestead exemption laws of the State of Illinois.

TO HAVE AND TO HOLD the Premises, with the appurtenances, and fixtures, unto Mortgagee and its successors and assigns, forever, for the purposes and upon the uses and purposes herein set forth together with all right to possession of the Premises after any default in the payment of all or any part of the Indebtedness Hereby Secured, or the breach of any covenant or agreement herein contained, or upon the occurrence of any Event of Default, as hereinafter defined; Mortgagee hereby RELEASES AND WAIVING all rights under and by virtue of the State of Illinois.

TOGGETHER with all right, title and interest of Mortgagee, including any after-acquired title or reversions, in and to the beds of the ways, streets, avenues, and alleys adjoining the aforesaid real estate;

TOGGETHER with all right, title and interest of Mortgagee, including any after-acquired title, franchise, or license and the reversions and remainder hereof;

TOGGETHER with all right, title and interest of Mortgagee, including any after-acquired title or reversions, in and to the beds of the ways, streets, avenues, and alleys adjoining the aforesaid real estate;

TOGGETHER with all right, title, estate, and interest of Mortgagee in and to all leases or subleases covering the real estate or any portion thereof now or hereafter existing or entered into, and all right, title, and interest of Mortgagee thereunder, including without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature; and

TOGGETHER with all right, title, estate, and interest of Mortgagee in and to the Premises, property, improvements, furniture, furnishings, apparatus, and fixtures hereby conveyed, assigned, pledged, and hypothecated, or intended so to be, and all right to retain possession of the Premises after default in payment or breach of any covenant herein contained;

TOGGETHER with all right, title, estate, and interest of Mortgagee in and to the Premises, property, improvements, furniture, furnishings, apparatus, and fixtures hereby conveyed, assigned, pledged, and hypothecated, or intended so to be, and all right to retain possession of the Premises after default in payment or breach of any covenant herein contained;

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TOGGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials delivered to the aforesaid real estate intended for construction, reconstruction, renovation, alteration, and repair of such improvements now or hereafter erected thereon, and all fixtures and articles of personal property now or hereafter owned by Mortgagee and attached to or forming a part of or used in connection with the aforesaid real estate or the operation and maintenance of any building or improvements located thereon, including, but without limitation, all furniture, furnishings, equipment, apparatus, machinery, motors, elevators, fittings, screens, awnings, partitions, curtaining, and drapery hardware used or useful in the operation of or for the convenience of the Premises, and all plumbing, electrical, heating, ventilating, refrigerating, incineration, air-conditioning, lighting, ventilating, systems, fixtures, and conduits (including, but not limited to, all furnaces, boilers, plants, units, condensers, compressors, ducts, apparatus, and hot-and-cold water equipment and systems), and all renewals or replacements thereof or articles in substitution therefor, in all cases whether or not the

TOGGETHER with all right, title and interest of Mortgagee, including any after-acquired title or reversions, in and to the beds of the ways, streets, avenues, and alleys adjoining the aforesaid real estate;

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P.I. No. 19-03-415-009,  
19-03-415-010,  
19-03-415-011,  
19-03-415-012

MORTGAGE

THIS MORTGAGE, made this November 15, 1989, by PULASKI LUNAN, INC.

formed or organized under the laws of Illinois as trustee under trust agreement dated \_\_\_\_\_ and known as Trust Number \_\_\_\_\_ (whether one or more, herein called "Mortgagor") to The Northern Trust Company, an Illinois banking corporation with an office at 50 South LaSalle Street, Chicago, Illinois 60675 (herein, together with its successors and assigns, including each and every holder from time to time of the Note hereinafter defined, called "Mortgagee"),

the foregoing note, together with any and all amendments, restatements, and replacements, if any, thereto, collectively

WITNESSETH:

WHEREAS, Mortgagee is the owner and holder of fee simple title in and to all of the real estate described in Exhibit A, attached hereto and by this reference made a part hereof, which real estate forms a portion of Premises (as hereinafter defined); and

WHEREAS, Mortgagee, or if Mortgagee is a trustee, then the beneficiary(ies) of the Mortgage, desires Mortgagee to lend money to Mortgagee (or to the beneficiary(ies) of Mortgage), and Mortgagee is willing to lend provided that Mortgagee will grant a mortgage on the Premises as security for such indebtedness; and

WHEREAS, Mortgagee (or Mortgagee's beneficiary(ies)) has, concurrently herewith, executed and delivered to Mortgagee a note (the "Note") of even (late) interest payable to the order of Mortgagee in the amount of \$55,000.00

bearing interest at a rate equal to \_\_\_\_\_ in addition to the Prime Rate (which shall mean the rate of interest per year announced from time to time by the Federal Reserve Board, which rate may not at any time be lower than the rate charged by Mortgagee and changes in the rate of the rate on the note shall be effective on the date of the change in the rate on the note) payable as provided herein, with the unpaid balance and any accrued unpaid interest being due and payable on \_\_\_\_\_ 1989; and

NOW, THEREFORE, to secure the payment of the principal of and interest on the Note according to its tenor and effect, and to secure the payment of all other sums that may at any time be due and owing or required to be paid as provided in the Note, Mortgagee and Mortgagee, its successors and assigns, heretofore and hereafter, do hereby acknowledge that Mortgagee DOES HEREBY GRANT, DEMISE, RELEASE, ALIEN, MORTGAGE, WARRANT, CONVEY unto Mortgagee, its successors and assigns, and by this reference made a part hereof (which, together with the property mentioned in the next succeeding paragraphs hereof, hereinafter called the "Premises");

TOGGETHER with all right, title and interest of Mortgagee, including any after-acquired title or reversions, in and to the beds of the ways, streets, avenues, and alleys adjoining the aforesaid real estate;

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(a) Mortgagee shall, if hereinafter required by Mortgagee, deposit with Mortgagee on the first day of each and every month, commencing with the date the first payment of interest or principal and interest shall become due on the indebtedness Secured Hereby, an amount equal to:

(i) One-twelfth (1/12) of the Taxes next to become due upon the Premises; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under the mortgage, will result in a sufficient reserve to pay the insurance premiums next becoming due one month prior to the date when such insurance premiums are, in fact, due and payable;

(ii) One-twelfth (1/12) of the annual premiums on each policy of insurance upon the Premises; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under this subsection (ii), will result in a sufficient reserve to pay the Taxes next to become due one month prior to the date when such Taxes are due and payable, plus

(iii) One-twelfth (1/12) of the annual premiums on each policy of insurance upon the Premises; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under this subsection (ii), will result in a sufficient reserve to pay the Taxes next to become due one month prior to the date when such Taxes are due and payable, plus

(iv) The aggregate of the monthly Tax and Insurance Deposits, together with monthly payments of interest or principal and interest payable on the Note shall be paid in a single payment each month, to be applied prior to default to the following items in the order stated:

(i) Taxes and insurance premiums;

(ii) Indebtedness Hereby Secured other than principal and interest on the Note;

(iii) Interest on the Note;

(iv) The principal balance of the Note.

(c) Mortgagee will out of the Tax and Insurance Deposits upon the presentation to Mortgagee by Mortgagee of bills therefor, pay the insurance premiums and Taxes or will, upon the presentation of received bills therefor, reimburse Mortgagee for such payments made by Mortgagee. If the total Tax and Insurance Deposits on hand shall not be sufficient to pay all of the Taxes and insurance premiums when the same shall become due, then Mortgagee shall pay to Mortgagee on demand any amount necessary to make up the deficiency. If the total of such Tax and Insurance Deposits exceeds the amount required to pay the Taxes and insurance premiums, such excess shall be credited on subsequent payments to be made for such Tax and Insurance Deposits.

(d) In the event of a default in any of the provisions contained herein or in the Note, Mortgagee may, at its option, without being required so to do, apply any Tax and Insurance Deposits on hand to any of the Indebtedness Hereby Secured, in such order and manner as Mortgagee may elect. When the Indebtedness Hereby Secured has been fully paid, then any remaining Tax and Insurance Deposits shall be hereby pledged as additional security for the Indebtedness Hereby Secured, shall be held by Mortgagee to be irrevocably applied for the purposes for which made as herein provided, and shall not be subject to the direction or control of Mortgagee.

(e) Notwithstanding anything herein to the contrary, Mortgagee or its loan servicing agent (if any), or their successors and assigns, shall not be liable for any failure to apply to the payment of Taxes and insurance premiums any amounts deposited as Tax and Insurance Deposits unless Mortgagee, while no default exists hereunder, shall have requested Mortgagee in writing to make application of the Tax and Insurance Deposits on hand to the payment of the particular Taxes or insurance premiums for the payment of which such Deposits were made, accompanied by the bills therefor.

9. Proceeds of Insurance. Mortgagee will give Mortgagee prompt notice of any damage to or destruction of the Premises, and in case of loss covered by policies of insurance, Mortgagee for, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option either (i) to settle and

adjust any claim under such policies without the consent of Mortgagee (and Mortgagee hereby agrees that Mortgagee shall have no liability to Mortgagee related to such adjustment except for Mortgagee's willful misconduct, or (ii) allow Mortgagee to agree with the insurance company or companies on the amount to be paid upon the loss; and provided that in any case Mortgagee shall, and is hereby authorized to, collect and give a receipt for any such insurance proceeds; and the expenses incurred by Mortgagee in the adjustment and collection of insurance proceeds shall be so much additional Indebtedness Hereby Secured and shall be reimbursed to Mortgagee upon demand.

(b) In the event of any insured damage to or destruction of the Premises or any part thereof (herein called an "Insured Casualty"), and if, in the reasonable judgment of Mortgagee, the Premises can be restored to an economic unit not less valuable than the same was before the occurrence of the Insured Casualty, and adequately securing the outstanding balance of the Indebtedness Hereby Secured, then, if no Event of Default, as defined in Section 22 of this Mortgage, or any event that with notice or passage of time or both would become an Event of Default, has occurred and be then continuing, or event that with notice or passage of time or both would become an Event of Default, has occurred and be then continuing, the award upon or in reduction of the Indebtedness Hereby Secured then most recently made, whether due or not, or require Mortgagee to restore or rebuild the Premises, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagee for the cost of such rebuilding or restoring. If restored to an economic unit not less valuable than the same was before the condemnation and adequately securing the outstanding balance of the Indebtedness Hereby Secured, and if no Event of Default, or event that with notice or passage of time or both would become an Event of Default, has occurred and be then continuing, the award shall be used to reimburse Mortgagee for the cost of restoration and rebuilding, as provided in Section 10 hereof.

11. Disbursement of Insurance Proceeds or Condemnation Award. In the event Mortgagee is entitled to reimbursement out of insurance proceeds or condemnation award held by Mortgagee, such proceeds shall be disbursed from time to time upon Mortgagee's evidence satisfactory to it of the estimated cost of completion of the restoration, repair, replacement, and rebuilding, (iii) funds for assurances satisfactory to Mortgagee that such funds are available in addition to the proceeds of insurance to complete the proposed restoration, repair, replacement, and rebuilding, and (iii) such architect's certificates, surveys, plans or survey, and such other evidence of cost, payment, and performance as Mortgagee may reasonably require and approve; and Mortgagee may require that all plans and specifications for such restoration, repair, replacement, and rebuilding be submitted to and approved by Mortgagee before commencement of work. No payment made before the final completion of the restoration, repair, replacement, and rebuilding shall

10. Condemnation. Mortgagee hereby assigns, transfers, and sets over to Mortgagee the entire proceeds of any award or claim for damages for any of the Premises taken or awarded under the power of eminent domain or by condemnation including any payments made in lieu of or in settlement of a claim or threat of condemnation. Mortgagee may elect to apply the proceeds of any award upon or in reduction of the Indebtedness Hereby Secured then most recently made, whether due or not, or require Mortgagee to restore or rebuild the Premises, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagee for the cost of such rebuilding or restoring. If restored to an economic unit not less valuable than the same was before the condemnation and adequately securing the outstanding balance of the Indebtedness Hereby Secured, and if no Event of Default, or event that with notice or passage of time or both would become an Event of Default, has occurred and be then continuing, the award shall be used to reimburse Mortgagee for the cost of restoration and rebuilding, as provided in Section 10 hereof.

(d) In the event that proceeds of insurance, if any, shall be made available to Mortgagee for the restoring, repairing, replacing, or rebuilding of the Premises, Mortgagee hereby agrees to restore, repair, replace, or rebuild the same, to be of at least equal value and or substantially the same character as prior to such damage or destruction, all to be effected in accordance with plans and specifications to be filed and submitted to and approved by Mortgagee.

10. Condemnation. Mortgagee hereby assigns, transfers, and sets over to Mortgagee the entire proceeds of any award or claim for damages for any of the Premises taken or awarded under the power of eminent domain or by condemnation including any payments made in lieu of or in settlement of a claim or threat of condemnation. Mortgagee may elect to apply the proceeds of any award upon or in reduction of the Indebtedness Hereby Secured then most recently made, whether due or not, or require Mortgagee to restore or rebuild the Premises, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagee for the cost of such rebuilding or restoring. If restored to an economic unit not less valuable than the same was before the condemnation and adequately securing the outstanding balance of the Indebtedness Hereby Secured, and if no Event of Default, or event that with notice or passage of time or both would become an Event of Default, has occurred and be then continuing, the award shall be used to reimburse Mortgagee for the cost of restoration and rebuilding, as provided in Section 10 hereof.

(c) Except as provided in subsection (b) of this Section 9, Mortgagee may apply the proceeds of insurance consequent upon any Insured Casualty upon the Indebtedness Hereby Secured, in such order or manner as Mortgagee may elect; provided, however, that such application of proceeds shall not be considered a voluntary prepayment of the Note that would require the payment of any prepayment premium or penalty.

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Indebtedness Hereby Secured, and Mortgagee shall reimburse Mortgagee therefor on demand, together with interest at the post-maturity interest rate set forth in the Note from the date of default to the date of payment.

20. Illinois Uniform Commercial Code. This Mortgage constitutes a security agreement under the Uniform Commercial Code of Illinois (herein called the "Code") with respect to any part of the Premises which may or might now or hereafter be or be deemed to be personal property, fixtures, or property other than real estate (all for the purposes of this Section 20 called "Collateral"), all of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Section 20 shall not limit the generally or applicability of any other provision of this Mortgage but shall be in addition thereto:

(a) Mortgagee (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges, or encumbrances.

(b) The Collateral is to be used by Mortgagee solely for business purposes, being installed upon the Premises for Mortgagee's own use or as the equipment and furnishings furnished by Mortgagee, as landlord, to tenants of the Premises.

(c) The Collateral will be kept at the real estate comprised within the Premises, and will not be removed therefrom without the consent of Mortgagee (being the Secured Party) as that term is used in the Code) or any other person, and the Collateral may be affixed to such real estate but will not be affixed to any other real estate.

(d) The only persons having any interest in the Premises are Mortgagee, Mortgagee, and permitted tenants and users thereof.

(e) No financing statement covering any of the Collateral or any proceeds thereof is to be filed in any public office; and Mortgagee will at its own cost and expense, upon demand, furnish to Mortgagee such further information, execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee, and do all such acts and things as Mortgagee may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness Hereby Secured, subject to no adverse liens or encumbrances. Mortgagee will pay the cost of filing or recording or other statements or other documents and this instrument in all public offices whenever filing or recording is deemed by Mortgagee to be necessary or desirable.

(f) Upon any event of Default hereunder and at any time thereafter, Mortgagee at its option may declare the Indebtedness Hereby Secured immediately due and payable, all as more fully set forth in Section 22 hereof, and thereupon Mortgagee shall have the remedies of a secured party under the Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as Mortgagee can give authority therefor, without judicial process, enter without breach of the peace upon any place that the Collateral or any part thereof may be situated and remove therefrom (provided that the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Mortgagee shall be entitled to hold, maintain, preserve, and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagee's right of redemption in satisfaction of Mortgagee's obligations as provided in the Code. Mortgagee, without removal may render the Collateral unusable and dispose of the Collateral on the Premises. Mortgagee may require Mortgagee to assemble the Collateral and make it available to Mortgagee for its possession at a place to be designated by Mortgagee. Mortgagee will give Mortgagee reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is made. The requirements of notice shall be met if such notice is mailed, by first-class mail, postage prepaid, to the address of Mortgagee shown in this Mortgage or in Mortgagee's records at least ten (10) days before the time of sale or disposition. Mortgagee may buy at any public sale, and if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, Mortgagee may buy at private sale. Any such sale may be held as part

Mortgagee hereby appoints Mortgagee its true and lawful attorney, which appointment is irrevocable and coupled with an interest, with full power of substitution and with full power for Mortgagee in its own name and capacity or in the name and capacity of Mortgagee, from and after the service of a Notice, to demand, collect, receive, and give complete acquittance for any and all rents, income, and profits accruing from the Premises, and at Mortgagee's discretion to file any claim or take any other action or proceeding and make any settlement of any claim, either in its own name or in the name of Mortgagee or otherwise, that Mortgagee may deem necessary or desirable in order to collect and enforce the payment of the rents, income, and profits. Lessees of the Premises are hereby expressly authorized and directed to pay any and all amounts due Mortgagee pursuant to the leases to Mortgagee or such nominee as Mortgagee may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Mortgagee in respect of all payments so made.

From and after the service of a Notice, Mortgagee is hereby vested with full power to use all measures, legal and equitable, it may deem necessary or proper to enforce this assignment and to collect the rents, income, and profits assigned hereunder, including the right of Mortgagee or its designee to enter upon the Premises, or any part thereof, with or without process of law, take possession of all or any part of the Premises and all personal property, fixtures, documents, books, records, papers, and accounts of Mortgagee relating thereto, and execute Mortgagee and its agents and servants wholly therefrom. Mortgagee hereby grants full power and authority to Mortgagee to exercise all rights, privileges, and powers herein granted at any and all times after service of a Notice, without further notice to Mortgagee, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the Premises and of any Indebtedness Hereby Secured. Mortgagee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Mortgagee in the leases. This assignment shall not operate to place responsibility for the control, care, management, or repair of the Premises, or parts thereof, upon Mortgagee, nor shall it operate to make Mortgagee liable for the performance of any of the terms and conditions of any of the leases, for any waste of the Premises by any lessee under any of the leases or any other person, for any negligent or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss, injury, or death to any lessee, licensee, employee, or stranger.

Mortgagee will from time to time after Notice upon Mortgagee's demand, execute, and deliver or cause to be executed and delivered to Mortgagee, in form satisfactory to Mortgagee, further agreements evidencing its willingness to comply and its compliance with the provisions of this paragraph. Mortgagee shall record of any such agreement.

The assignment contained in this Section is given as collateral security and the execution and delivery hereof shall not in any way impair or diminish the obligations of Mortgagee, nor shall this assignment impose any obligation on Mortgagee to perform any provision of any contract pertaining to the Premises or any responsibility for the non-performance thereof by Mortgagee or any other person. The assignment under this Section is given as a primary pledge and assignment of the rights described herein and such assignment shall not be deemed secondary to the security interest and mortgage of Mortgagee in the Premises. Mortgagee shall have the right to exercise any rights under this Section before, together with, or after exercising any other rights under this Mortgage. Nothing herein shall be deemed to obligate Mortgagee to perform or discharge any obligation, duty, or inability of Mortgagee under this assignment, and Mortgagee shall do and does hereby indemnify and hold Mortgagee harmless from any and all cost (including without limitation reasonable attorneys' fees and legal expenses), liability, loss, or damage which Mortgagee may or might incur by reason of this assignment; and any and all such cost, liability, loss, or damage incurred by Mortgagee, including reasonable attorneys' fees, incurred by Mortgagee in the defense of any claims or demands therefor (whether successful or not), shall be so much additional

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of and in conjunction with any foreclosure sale of the real estate comprised within the Premises, the Collateral and real proceeds realized upon any such disposition, after deduction of the expenses or selling, or the like and reasonable attorney's fees and legal expenses incurred by Mortgage Secured, Mortgagee will account to the Mortgagee for any surplus realized on such disposition.

(g) The remedies of the Mortgage hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of Mortgage, including having the Collateral deemed part of the realty upon any foreclosure thereof so long as any part of the Indebtedness Hereby Secured remains unsatisfied.

(h) The terms and provisions contained in this Section 20 shall, unless the context otherwise requires, have the meaning and be construed as provided in the Code.

(i) This Mortgage is intended to be a financing statement with respect to the Collateral and the goods described at the beginning of this Mortgage, which goods are or are to become fixtures relating to the Premises. The addresses of Mortgagee (Debtor) and Mortgagee (Secured Party) are set forth in Section 3 of this Mortgage and under Mortgagee's signature hereon. This Mortgage is to be filed for record with the Recorder of Deeds of the County or Counties where the Premises are located. Mortgagee or the record owner of the Premises.

21. Restrictions on Transfer. It shall be an Event of Default hereunder and the Indebtedness Hereby Secured shall be immediately due and payable (to the extent permitted by Law) if, without the prior written consent of Mortgagee, any one or more of the following shall occur:

(a) If Mortgagee shall create, effect, consent to, or suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance or alienation of the Premises or any part thereof or interest therein, excepting only sales or other dispositions of Collateral (herein called "Collateral") no longer used in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof, such Collateral has been replaced by new Collateral subject and utility.

(b) If Mortgagee is a trustee, then if any beneficiary of Mortgagee shall create, effect, or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance or alienation of all or any portion of such beneficiary's beneficial interest in Mortgagee.

(c) If Mortgagee is a corporation, or if any shareholder beneficiary of a trustee mortgage, then if any shareholder of such corporation shall create, effect, or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance or alienation of all or any part of the partnership interest pledged, mortgage, security interest, or other encumbrance or alienation of all or any part of the partnership interest in such case, whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance, or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law, or otherwise; provided that the foregoing provisions of this Section 21 shall not apply to (i) liens securing the Indebtedness Hereby Secured, (ii) the lien of current taxes and assessments not in default, (iii) any transfers of the Premises, or part thereof, or interest therein, or any beneficial interest, or shares of stock or partnership or joint venture interests, as the case may be, in Mortgagee or any beneficiary.

(d) In conjunction with the foreclosure sale of the real estate comprised within the Premises, the Collateral and real proceeds realized upon any such disposition, after deduction of the expenses or selling, or the like and reasonable attorney's fees and legal expenses incurred by Mortgage Secured, Mortgagee will account to the Mortgagee for any surplus realized on such disposition.

(e) The remedies of the Mortgage hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of Mortgage, including having the Collateral deemed part of the realty upon any foreclosure thereof so long as any part of the Indebtedness Hereby Secured remains unsatisfied.

(f) The terms and provisions contained in this Section 20 shall, unless the context otherwise requires, have the meaning and be construed as provided in the Code.

(g) This Mortgage is intended to be a financing statement with respect to the Collateral and the goods described at the beginning of this Mortgage, which goods are or are to become fixtures relating to the Premises. The addresses of Mortgagee (Debtor) and Mortgagee (Secured Party) are set forth in Section 3 of this Mortgage and under Mortgagee's signature hereon. This Mortgage is to be filed for record with the Recorder of Deeds of the County or Counties where the Premises are located. Mortgagee or the record owner of the Premises.

21. Restrictions on Transfer. It shall be an Event of Default hereunder and the Indebtedness Hereby Secured shall be immediately due and payable (to the extent permitted by Law) if, without the prior written consent of Mortgagee, any one or more of the following shall occur:

(a) If Mortgagee shall create, effect, consent to, or suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance or alienation of the Premises or any part thereof or interest therein, excepting only sales or other dispositions of Collateral (herein called "Collateral") no longer used in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof, such Collateral has been replaced by new Collateral subject and utility.

(b) If Mortgagee is a trustee, then if any beneficiary of Mortgagee shall create, effect, or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance or alienation of all or any portion of such beneficiary's beneficial interest in Mortgagee.

(c) If Mortgagee is a corporation, or if any shareholder beneficiary of a trustee mortgage, then if any shareholder of such corporation shall create, effect, or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance or alienation of all or any part of the partnership interest pledged, mortgage, security interest, or other encumbrance or alienation of all or any part of the partnership interest in such case, whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance, or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law, or otherwise; provided that the foregoing provisions of this Section 21 shall not apply to (i) liens securing the Indebtedness Hereby Secured, (ii) the lien of current taxes and assessments not in default, (iii) any transfers of the Premises, or part thereof, or interest therein, or any beneficial interest, or shares of stock or partnership or joint venture interests, as the case may be, in Mortgagee or any beneficiary.

\* That certain Call on Term - Term Loan Agreement dated as of November 13, 1988 executed by the Mortgagee in favor of the Mortgagee (and if amended, restated, or replaced, all amendments, restatements, and replacements thereto or thereof) is hereby assigned to the Mortgagee.

(d) If default shall continue for ten (10) days after written notice thereof by Mortgagee to Mortgagee in the due and punctual performance or observance of any other agreement or conditions herein; or

(e) If the Premises shall be abandoned;

(f) Mortgagee shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally, as they become due or shall consent to the appointment of a receiver or liquidator of all or a material part of its property or the Premises; or

(g) If default shall continue for ten (10) days after written notice thereof by Mortgagee to Mortgagee in the due and punctual performance or observance of any other agreement or conditions herein; or

(h) Mortgagee shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally, as they become due or shall consent to the appointment of a receiver or liquidator of all or a material part of its property or the Premises; or

(i) Mortgagee shall file a petition in voluntary bankruptcy under any chapter of the federal bankruptcy code, or any similar law for the relief of debtors, state or federal, now or hereafter in effect; or

(j) Mortgagee shall file a petition in voluntary bankruptcy under any chapter of the federal bankruptcy code, or any similar law for the relief of debtors, state or federal, now or hereafter in effect; or

(k) Mortgagee shall file a petition in voluntary bankruptcy under any chapter of the federal bankruptcy code, or any similar law for the relief of debtors, state or federal, now or hereafter in effect; or

(l) Mortgagee shall file a petition in voluntary bankruptcy under any chapter of the federal bankruptcy code, or any similar law for the relief of debtors, state or federal, now or hereafter in effect; or

(m) Mortgagee shall file a petition in voluntary bankruptcy under any chapter of the federal bankruptcy code, or any similar law for the relief of debtors, state or federal, now or hereafter in effect; or

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27. Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in rebuilding or restoring the buildings or improvements as herein provided, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the

26. Proceeds of Foreclosure Sale. 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 Section 24 hereof; Second, all other items which, under the terms hereof, constitute Indebtedness Hereby Secured additional to that evidenced by the Note, with interest upon the Note; and Third, any surplus to Mortgagee and its successors or assigns, as their rights may appear.

25. Receiver. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without regard to solvency or insolvency of Mortgagee at the time of application for such receiver, and without regard to the value of the Premises or whether the same shall be then occupied as a homestead or not; and Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues, and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Mortgagee, except for the intervention of such receiver, would be entitled to collection of 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 may, from time to time, authorize the receiver to apply the net income from the Premises in his hands in payment in whole or in part of: (a) the Indebtedness Hereby Secured or the Indebtedness secured by a decree foreclosing this Mortgage, or any tax, special assessment, or other lien that may be or become superior to the lien hereof or of such decree; provided such application is made prior to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency.

24. Foreclosure. When the Indebtedness Hereby Secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for the Indebtedness Hereby Secured or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness Hereby Secured in the decree of sale, all costs and expenses that may be paid or incurred by or on behalf of Mortgagee for a lawyer's fees, appraiser's fees, outlays for publication costs, and other costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data, and assurance with respect to title. Mortgagee may deem reasonable and necessary either to prosecute such suit or to evidence to a bidder at sales which may be had pursuant to such decree, the true conditions of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this Section, and such other expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceedings affecting this Mortgage, the Note, or the Premises, including probate, bankruptcy, and appellate proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, shall be so much additional Indebtedness Hereby Secured and shall be immediately due and payable by Mortgagee, with interest thereon at the post mortem rate as set forth in the Note until paid.

23. Possession by Mortgagee. When the Indebtedness Hereby Secured shall become due, whether by acceleration or otherwise, Mortgagee shall, if applicable law permits, have the right to enter into and upon the Premises and take possession thereof or to appoint an agent or trustee for the collection of the rents, issues, and profits of the Premises; and the net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, may be applied to the payment of Taxes, insurance premiums, and other charges applicable to the Premises, or in reduction of the Indebtedness Hereby Secured; and the rents, issues, and profits of and from the Premises are hereby specially pledged to the payment of the Indebtedness Hereby Secured.

22. Foreclosure. When the Indebtedness Hereby Secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall, if applicable law permits, have the right to enter into and upon the Premises and take possession thereof or to appoint an agent or trustee for the collection of the rents, issues, and profits of the Premises; and the net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, may be applied to the payment of Taxes, insurance premiums, and other charges applicable to the Premises, or in reduction of the Indebtedness Hereby Secured; and the rents, issues, and profits of and from the Premises are hereby specially pledged to the payment of the Indebtedness Hereby Secured.

21. Mortgagee in Possession. Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises. 30. Further Assurances. Mortgagee will do, execute, acknowledge, transfer, and deliver all and every further acts, deeds, conveyances, transfers, and assurances necessary or proper, in the sole judgment of Mortgagee, for the better assuring, conveying, transferring, assigning and confirming into Mortgagee all property mortgaged hereon or properly intended so to be whether now owned by Mortgagee or hereafter acquired.

31. Mortgagee's Successors. In the event that the ownership of the Premises becomes vested in a person or persons other than Mortgagee, Mortgagee may, without notice to Mortgagee, deal with such successor or successors in interest of Mortgagee with reference to this Mortgage and the Indebtedness Hereby Secured in the same manner as with Mortgagee. Mortgagee will give immediate written notice to Mortgagee of any conveyance, transfer, or change of ownership of the Premises, but nothing in this Section 31 shall vary or negate the provisions of Section 21 hereof.

32. Rights Cumulative. Each right, power, and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power, or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to Mortgagee and the exercise of the benefit of the exercise of one right, power, or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power, or remedy; and no delay or omission of Mortgagee in the exercise of any right, power, or remedy, accruing hereunder or arising otherwise shall impair any such right, power, or remedy, or be construed to be a waiver of any default or acquiescence therein.

33. Successors and Assigns. This Mortgage and each and every covenant, agreement, and other provision hereof shall be binding upon Mortgagee and its successors and assigns (including,

balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court in its decree may provide that the mortgagee's clause attached to each of the casualty insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said casualty insurance policies making the loss thereunder payable to said decree creditor; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statutes in such case made and provided, then in every such case, each and every successor and predecessor may cause the preceding loss clause attached to each casualty insurance policy to be cancelled and a new loss clause to be attached thereto, making the loss thereunder payable to such redeemer. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagee, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies without credit or allowance to Mortgagee for prepaid premiums thereon.

28. Waiver. Mortgagee hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption, or extension law or moratorium law now or at any time hereafter in force, or claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment, or order of any court of competent jurisdiction, or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshaling thereof, upon foreclosure sale or other enforcement hereof. Mortgagee hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagee and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Illinois Revised Statutes, Chapter 110, paragraphs 12-901 and 12-902, and any statute enacted in replacement or substitution thereof. Mortgagee will not invoke or utilize any such law or laws or otherwise hinder, delay, or impede the exercise of any right, power or remedy herein and permit the exercise of every such right, power, and remedy as though no such law or laws have been made or enacted.

29. Mortgage in Possession. Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises. 30. Further Assurances. Mortgagee will do, execute, acknowledge, transfer, and deliver all and every further acts, deeds, conveyances, transfers, and assurances necessary or proper, in the sole judgment of Mortgagee, for the better assuring, conveying, transferring, assigning and confirming into Mortgagee all property mortgaged hereon or properly intended so to be whether now owned by Mortgagee or hereafter acquired.

31. Mortgagee's Successors. In the event that the ownership of the Premises becomes vested in a person or persons other than Mortgagee, Mortgagee may, without notice to Mortgagee, deal with such successor or successors in interest of Mortgagee with reference to this Mortgage and the Indebtedness Hereby Secured in the same manner as with Mortgagee. Mortgagee will give immediate written notice to Mortgagee of any conveyance, transfer, or change of ownership of the Premises, but nothing in this Section 31 shall vary or negate the provisions of Section 21 hereof.

32. Rights Cumulative. Each right, power, and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power, or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to Mortgagee and the exercise of the benefit of the exercise of one right, power, or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power, or remedy; and no delay or omission of Mortgagee in the exercise of any right, power, or remedy, accruing hereunder or arising otherwise shall impair any such right, power, or remedy, or be construed to be a waiver of any default or acquiescence therein.

33. Successors and Assigns. This Mortgage and each and every covenant, agreement, and other provision hereof shall be binding upon Mortgagee and its successors and assigns (including,

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Property of Cook County Clerk's Office

Commonly known as: 4540 South Polaski  
Chicago, Illinois  
P.I.N.  
19-03-415-009,  
19-03-415-010,  
19-03-415-011 and  
19-03-415-012

Lots 87, 88 and 89 taken as a Tract (except that part taken for widening of South Pulaski Road) in Frederick H. Bartlett's 47th Street Subdivision of Lot "C" in the Circuit Court Partition of the South 1/2 of Section 3 and that part of the North West 1/4 lying South of the Illinois and Michigan Canal of Section 3, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

