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MORTGAGE

THIS MORTGAGE, made as of this 21st day of December, 1989, by STANDARD BANK AND TRUST COMPANY, a corporation organized and existing under the laws of the State of Illinois, not personally, but as Trustee under the provisions of a Deed in Trust recorded and delivered to the undersigned pursuant to a Trust Agreement dated 12/14/89 and known as Trust 12437, 2400 West 95th Street, Evergreen Park, Illinois 60642 ("Mortgagor") in favor of STANDARD BANK AND TRUST COMPANY, its successors and assigns, 2400 West 95th Street, Evergreen Park, Illinois 60642, ("Mortgagee");

W I T N E S S E T H;

THAT WHEREAS, Mortgagor has concurrently executed a Note bearing even date herewith, in the principal sum of FORTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY and 00/100ths ($48,750.00) Dollars with interest on the principal balance of the Note remaining from time to time at the rate of TEN AND ONE-HALF PERCENT (10.5%) per annum from date hereof to maturity, payable in equal monthly installments of principal and interest of $538.88 commencing February 1, 1990 and on the first day of each subsequent month except that the final payment of the remaining principal of the Note and accrued interest shall be due January 1, 1993. The terms and provisions of said Note are incorporated herein by reference.

All such payments on account of indebtedness evidenced by said Note are to be applied first to any costs, fees or expenses incurred by Mortgagee pursuant to the provisions of this Mortgage or the Note, then penalty interest and late charges, then to interest on the unpaid principal balance and the remainder to principal, provided that if any installment due hereunder or the final payment of the principal balance of the Note and accrued interest thereon is not paid within *FIFTEEN* (15) days of due date, then such installment or final payment will be subject to a payment of a late charge in the amount of Five (5%) percent. Upon maturity of the principal balance of the Note whether by acceleration or otherwise according to the terms of the Note, the remaining principal balance of the Note shall accrue interest at the rate of THIRTEEN AND ONE-HALF (13.5%) per annum ("Penalty Rate") until paid. All of said principal and interest is payable at such place as the holders of the Note may, from time to time in writing appoint, and in the absence of such appointment, then at the address of Mortgagee set forth above.

Interest on the principal balance of the Note outstanding from time to time shall be computed on the basis of a year consisting of twelve (12) months of thirty (30) days each.

THAT, to secure the payment of the indebtedness evidenced by the Note, or otherwise due hereunder, and the performance of the covenants and agreements of the Mortgagor herein contained, the Mortgagor does by these presents GRANT, CONVEY and MORTGAGE unto Mortgagee, its successors and assigns, the real estate legally described on Exhibit "A" attached hereto and made a part hereof;

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MORTGAGE

THIS MORTGAGE, made as of this [illegible] day of December, 198[illegible] by [illegible] BANK AND TRUST COMPANY, a corporation organized and existing under the laws of the State of Illinois, not personally, but as Trustee under the provisions of a Deed in Trust recorded and delivered to the undersigned pursuant to a Trust Agreement dated [illegible] and [illegible] Evergreen Park, Illinois [illegible] TRUST COMPANY, its successors [illegible] Park, Illinois 60642, ("Mortgagee").

W I T N E S S E T H:

THAT WHEREAS, Mortgagor has concurrently executed a Note [illegible] date herewith, in the principal sum of FORTY-EIGHT THOUSAND SEVEN [illegible] [illegible] the rate [illegible] ONE-HALF PERCENT [illegible] per annum [illegible] installments of principal and interest [illegible] commencing [illegible] and on the first day of each and every month [illegible] the final payment [illegible] the remaining principal of the Note and interest [illegible] shall be due [illegible] 1, 199[illegible]. The terms and provisions of said Note [illegible] incorporated herein by reference.

All such payments on account of indebtedness evidenced by said Note [illegible] to be applied first to any costs [illegible] expenses incurred by Mortgagee pursuant to the provisions of [illegible] the Note, then penalty [illegible] and late charges, then to [illegible] remaining principal balance [illegible] [illegible] thereafter [illegible] five (5%) percent [illegible] principal balance of the Note [illegible] ONE-HALF (13.5%) per annum [illegible] and interest is payable at such place as the holders of the Note may [illegible] [illegible]

Interest on the principal [illegible] rate [illegible] shall be computed on the [illegible] twelve (12) months of thirty (30) days each.

THAT, to secure the payment of the indebtedness evidenced by the Note [illegible] otherwise [illegible] and the performance of the covenants and agreements [illegible] the Mortgagor herein contained, the Mortgagor does by these presents [illegible] CONVEY and WARRANT unto Mortgagee [illegible] legally described in Exhibit "A" attached hereto and made a part hereof.

EXHIBIT "A"

COMMON ADDRESS OF PROPERTY: 15400 SOUTH DREXEL
DOLTON, ILLINOIS 60419

LEGAL DESCRIPTION OF REAL PROPERTY:

LOT 14 IN BLOCK 7 IN BLOUIN BROTHERS ALMAR MEADOWS SUBDIVISION OF LOT 7 (EXCEPT THE SOUTH 30.79 ACRES THEREOF) AND LOT 1 (EXCEPT THE SOUTH 60 FEET) IN BERGER'S SUBDIVISION OF LOT 7 (EXCEPT THE NORTH 10 ACRES) IN BERGER'S SUBDIVISION IN THE WEST 1/2 OF SECTION 14 AND OF THE NORTH 18.242 ACRES (EXCEPT THE EAST 60 FEET THEREOF) OF LOT 6 IN THE PARTITION OF THE WEST 1/2 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PTN: 29-14-129-015 VOLUME 206

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TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, and the rents, issues and profits thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor, of, in and to the same and of, in and to every part and parcel thereof;

TOGETHER, with all buildings and improvements of every kind and description now existing 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 said real estate, and all fixtures now or hereafter owned by Mortgagor and attached to or contained in and used in connection with said real estate including but not limited to all machinery, motors, fittings, shades, screens, and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all items of furniture, furnishings, equipment and personal property used or useful in the operation of the said real estate; and all renewals, replacements or proceeds of sale of or insurance thereon and articles in substitution thereof, whether or not the same are or shall be attached to said building or buildings in any manner; it being mutually agreed, intended and declared that all the aforesaid property owned by said Mortgagor and placed by Mortgagor on the real estate shall, so far as permitted by law, be deemed to form a part and a parcel of the real estate, and covered by and conveyed under this Mortgage; and as to the balance of the property aforesaid, this Mortgage is hereby deemed to be as well a Security Agreement under the provisions of the Uniform Commercial Code for the purpose of creating hereby a security interest in said property, which is hereby granted to the Mortgagee as secured party, securing said indebtedness and obligations. Mortgagor acknowledges and agrees that the within mortgage shall constitute a fixture filing financing statement within the meaning of the Illinois Uniform Commercial Code. Nothing herein shall be deemed to create a mortgage on tenant trade fixtures.

The Mortgagor further agrees to execute and deliver, from time to time, such further instruments as may be requested by the Mortgagee to confirm the lien of this Mortgage on any or all of the aforementioned chattels and fixtures, including execution of financing statements or copies thereof where Mortgagee deems appropriate;

TOGETHER, with any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the premises as a result of (a) the exercise of the right of eminent domain, (b) the alternation of the grade of any street, or (c) any other injury to or decrease in the value of the premises, to the extent of all amounts which may be secured by this Mortgage, at the date of receipt of any such award or payments to the Mortgagee, and of the reasonable counsel fees, costs and disbursements incurred by the Mortgagee in connection with the collection of such award or payment.

All of the foregoing referred to herein as the "premises" or "mortgaged property."

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TO HAVE AND TO HOLD the above granted and described premises, with all and singular the rights, members and appurtenances thereto appertaining unto the Mortgagee, its successors and assigns, forever, Mortgagor hereby releasing and waiving on its behalf and on behalf of all persons beneficially interested in the trust estate, if Mortgagor is a Land Trustee, all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the Mortgagor shall well and truly pay unto the Mortgagee, its successors or assigns, the sums of money due hereunder and in the Note with interest thereon, at the time and in the manner mentioned in the Note, and any and all other sums which may become due and payable hereunder, and shall well and truly abide by and comply with each and every covenant and condition set forth herein or in the Note, then these presents and the estate hereby granted shall cease, determine and be void, and Mortgagee, its successor or assigns shall, upon request, prepare, execute and deliver a release of the lien created hereunder upon tender to Mortgagee of its then current release fee. No partial release of any of the real estate or fixtures shall be permitted except upon the terms and conditions as required by Mortgagee in its sole discretion.

AND, the Mortgagor covenants with the Mortgagee as follows:

1. That the Mortgagor will pay, or cause to be paid, the said sums of money due under the Note with interest thereon, at the time and in the manner provided in the Note, and will keep, perform and observe every covenant, term and condition of this Mortgage and the Note. If remittance be made in payment of principal, interest or other charges due Mortgagee either by check or draft, said payment shall be subject to the condition that such check or draft may be handled for collection in accordance with the practice of the collecting bank or banks, and that any receipt issued therefore shall be void unless the amount payable thereon is actually received by the Mortgagee. Receipt thereof shall also be void if Mortgagee is required to refund any sums paid Mortgagee by order of any court of competent jurisdiction. Any such refund or other non-payment of a remittance occurring after release of the lien of this Mortgage and cancellation of the Note secured thereby shall be deemed a pro tanto reinstatement of said Mortgage and Note for such sum and shall bear interest at the penalty rate.

2. That no building or other property now or hereafter covered by this Mortgage shall be removed, demolished or materially altered, without the prior written consent of the Mortgagee, except that the Mortgagor shall have the right, without such consent, to remove and dispose of, free from the lien of this Mortgage, such equipment as from time to time may become worn out or obsolete, provided that either (a) simultaneously with or prior to such removal, any such equipment shall be replaced with other equipment of equal or greater value and free from chattel mortgage or such other encumbrance and from any reservation to title, and by such removal and replacement the Mortgagor shall be deemed to have subjected such equipment to the lien of this Mortgage, or (b) any net cash proceeds received from such disposition shall be paid over promptly to the Mortgagee to be applied to the last installment due on the indebtedness secured, without any charge for prepayment or applied otherwise at Mortgagee's sole discretion.

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3. The Mortgagor will maintain the mortgaged property in good condition and repair free from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof, will not commit or suffer any waste of the mortgaged property, and will comply with, or cause to be complied with, all statutes, ordinances, regulations and other legally enforceable requirements of any governmental authority relating to the premises; a violation by Mortgagor or one of its tenants in the premises of any statute, ordinance, regulation or other legally enforceable requirement of any governmental authority relating to the premises shall be deemed waste; that the Mortgagor will promptly repair, restore, replace or rebuild any part of the mortgaged property now or hereafter subject to this Mortgage which may be damaged or destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in paragraph 9 hereof. Any proceeds of insurance paid as a result of an insured casualty shall be delivered to Mortgagee for deposit in an interest bearing escrow account from which Mortgagor may withdraw such sums needed to restore, repair, replace or rebuild the mortgaged property subject to the provisions of paragraph 5(d) hereof.

4. That every provision herein requiring notice and demand or request shall be deemed fulfilled by written notice and demand or request mailed to the last known address of the Mortgagor or Mortgagee by postage prepaid first class mail.

5. (a) Mortgagor shall keep all buildings and improvements on said real estate including heating plant, and plate glass, if any, insured against loss, damages and liability under policies covering fire and extended coverage, vandalism, malicious mischief, rental or business interruption insurance, liability and property damage, and flood insurance if the premises are in a flood zone for the full insurable value of the property but in no case less than the amount of the Mortgage or other amounts as required by the Mortgagee; and policies for fire and extended coverage, liability and property damage on all furniture, fixtures, and equipment, all to be maintained during the life of the Mortgage; that all insurance herein provided for shall be in the form, and by companies approved by the Mortgagee; that the original policies shall be delivered to the Mortgagee, and shall name Mortgagee as insured under a Mortgagee clause that if the Mortgagor defaults in so insuring the mortgaged property, or in so delivering the policies, the Mortgagee may, at the option of the Mortgagee, effect such insurance from year to year and pay the premium therefor, and that the Mortgagor will reimburse the Mortgagee for any premiums so paid, with interest from time to time of payment at the penalty rate, on demand, and the same shall be secured by this Mortgage that all such policies of insurance shall require not less than 30 days notice to Mortgagee in the event of cancellation;

(b) That no less than 30 days prior to the expiration dates of each policy required of the Mortgagor pursuant to this paragraph, the Mortgagor will deliver to the Mortgagee certified copies of the renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to the Mortgagee;

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4. The Mortgagor will maintain the mortgaged property in good condition and repair free from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof, will not commit or suffer any waste of the mortgaged property, and will comply with, or cause to be complied with, all statutes, ordinances, regulations and other [illegible] requirements of any governmental authority relating to the [illegible]. Any proceeds of insurance paid as a result of an insured casualty shall be delivered to Mortgagee for deposit in an interest bearing escrow account, from which Mortgagor may withdraw such sums needed to restore, repair, replace or rebuild the mortgaged property subject to the [illegible].

5. That every provision [illegible] shall be deemed fulfilled by written notice and demand personally served [illegible] to the last known address of the Mortgagor or Mortgagee by postage prepaid first class mail.

6. (a) Mortgagor shall keep all buildings and improvements on said premises, including heating plant and plate glass, if any, insured against loss, damage and liability under policies covering fire and extended coverage, vandalism, malicious mischief, [illegible] rental or business interruption insurance, liability and [illegible] and flood insurance if the premises are [illegible] in an amount not less than the full insurable value of the property but in no case less than the amount of the Mortgage or other amounts [illegible] equipment [illegible] that all insurance herein provided for shall be in the form and by companies approved by the Mortgagee, that the original policies shall be delivered to the Mortgagee, and shall name Mortgagee as insured under a Mortgagee clause; that if the Mortgagor defaults in so insuring the mortgaged property, or in so delivering the policies, the Mortgagee may, at the option of the Mortgagee, effect such insurance [illegible] the default rate, [illegible] and the same shall be secured by this Mortgage; that all such policies of insurance shall require not less than 30 days notice to Mortgagee in the event of cancellation.

(b) That no less than 30 days prior to the expiration date of each policy required of the Mortgagor pursuant to this paragraph, the Mortgagor will deliver to the Mortgagee certified copies of the renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to the Mortgagee.

(c) That in the event of a foreclosure of this Mortgage, Mortgagee shall shall succeed to all the rights of the Mortgagor, including any right to unearned premiums, in and to all policies of insurance delivered pursuant to the provisions of this Mortgage;

(d) That if the mortgaged property, or any part thereof, be destroyed or damaged by fire or by any other cause, the Mortgagor will promptly restore, rebuild, repair and replace the same so that the value of the mortgaged property shall be at least equal to the value thereof prior to such loss or destruction, and that it will promptly commence such restoration, rebuilding, repairing or replacement of the premises and provide to Mortgagee waivers of lien for work performed and material furnished. There shall be, at all times during the progress of the restoration work, in the hands of the Mortgagee sufficient monies to complete said restoration, and in the event of any deficit in the amount of insurance monies, the Mortgagor covenants and agrees forthwith to make up such deficit. In the event the Mortgagor shall neglect, fail or refuse to proceed diligently with the restoration, rebuilding or replacement of any premises destroyed or damaged by fire or other casualty, then the Mortgagee shall have the right to restore, rebuild or replace same and may use and apply any insurance monies for that purpose. If such insurance money shall be insufficient to pay the entire cost of such work, the Mortgagor shall pay the deficiency. If Mortgagor fails to pay said deficiency, Mortgagee may, at its option, advance the funds required. All such advances shall bear interest at the penalty rate and shall be secured by the lien of this Mortgage and shall be payable upon demand.

(e) Mortgagor's compliance with the insurance requirements of this Mortgage shall not relieve Mortgagor of any liability to Mortgagee hereunder or under the Note and related loan documents.

6. That the Mortgagor will pay or cause to be paid all real estate and other taxes, special assessments, water rates, sewer rents and other charges now or hereafter assessed or liens on or levied against the mortgaged property or any part thereof, and in default thereof the Mortgagee may, at the option of the Mortgagee, pay the same, and the Mortgagor will repay the same with interest at the penalty rate from the date of payment on demand. All such payments by Mortgagee shall be secured by this Mortgage; that upon request of the Mortgagee, the Mortgagor will exhibit to the Mortgagee receipts for the payment of all items specified in this paragraph prior to the date when the same shall become delinquent; provided, however, that nothing in this Mortgage shall require the Mortgagor to pay, discharge or remove any tax, assessment, water rate, sewer rent or other charge now or hereafter assessed or placed as a lien on or levied against the mortgaged property, or any part thereof (which tax, assessment, water rate, sewer rent, other charge or lien is hereafter sometimes referred to as "imposition") so long as the Mortgagor in good faith shall proceed to contest the same or the validity thereof by appropriate legal or other proceedings to be prosecuted with due diligence, and which contest

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(c) That in the event of a foreclosure of this Mortgage, Mortgagee shall succeed to all the rights of the Mortgagor, including any right to unearned premiums, in and to all policies of insurance delivered pursuant to the provisions of this Mortgage.

(d) That if the mortgaged property, or any part thereof, be destroyed or damaged by fire or by any other cause, the Mortgagor will promptly restore, rebuild, repair and replace the same so that the value of the mortgaged property shall be at least equal to the value thereof prior to such loss or destruction, and that [illegible] restoration, rebuilding, repairing or replacement of the premises and provide the Mortgagee waivers of lien [illegible] and material furnished. There shall be at all times during the progress of the restoration work, in the hands of the Mortgagee sufficient monies to complete said restoration, and in the event of any deficit in the amount of insurance monies, the Mortgagor covenants and agrees forthwith to make up such deficit. [illegible] In the event [illegible] shall fail [illegible] [illegible] including, the replacement of the premises [illegible] damaged by fire or other casualty, then the Mortgagee shall have the right [illegible] rebuild or replace same and may use and apply any insurance monies for that purpose. If such insurance monies shall be insufficient to pay the entire cost of such work, the Mortgagor shall pay the deficiency. If Mortgagor fails to pay said deficiency, Mortgagee may at its option advance the funds required. All such advances shall bear interest at the penalty rate and shall be secured by the lien of this Mortgage and shall be payable upon demand.

(e) Mortgagor's compliance with the insurance requirements of this Mortgage shall not relieve Mortgagor of any liability to Mortgagee hereunder or under the Note or related loan documents.

6. That the Mortgagor will pay or cause to be paid all real estate and other taxes, special assessments, water rates, sewer rents and other charges now or hereafter assessed or liens on or levied against the mortgaged property or any part thereof, and in default thereof the Mortgagee may, at its option, the Mortgagee pay the same, and the Mortgagor will repay the same with interest at the penalty rate from the date of payment on demand. All such payments by Mortgagee shall [illegible] [illegible] [illegible] payment of [illegible] [illegible] same shall become delinquent; provided, however, that nothing in this Mortgage shall require the Mortgagor to pay, discharge or remove any tax, assessment, water rate, sewer rent or other charge now or hereafter assessed or placed as a lien on or levied against the mortgaged property, or any part thereof (such tax, assessment, water rate, sewer rent, other charge or lien is hereinafter sometimes referred to as "Imposition") so long as the Mortgagor in good faith shall proceed to contest the same or the validity thereof by appropriate legal or other proceedings to be prosecuted with due diligence, and which shall

shall operate to prevent the collection of the imposition so contested and the sale of the mortgaged property or any part thereof to satisfy the same, and Mortgagor shall have deposited with the Mortgagee or such person or corporation as Mortgagee may in writing direct, as security for the satisfaction, in the sole judgment of the Mortgagee, an amount to pay said imposition together with all interest and penalties in connection therewith, and all charges that may or might be assessed against or become a charge on the mortgaged property, or any part thereof in said legal proceedings. The Mortgagor shall have the right to cause the funds so deposited, or any part thereof, to be deposited with or paid to the person or public authority claiming said imposition on account of any such imposition, or to be appropriated as security for any bond required in order to enable the Mortgagor to prosecute such contest. Upon the termination of such legal proceedings or at any time when the Mortgagee shall deem the monies deposited with it to be insufficient security for the purpose for which they are deposited, the said monies so deposited shall be applied to the payment, removal and discharge of said imposition and the interest and penalties in connection therewith, and the charges accruing to such legal proceedings and the balances; if any, shall be paid to the Mortgagor, provided that the Mortgagor is not in default under this Mortgage. In the event that such monies shall be insufficient, the Mortgagor shall forthwith pay over to the Mortgagee an amount of money sufficient, together with the monies so deposited pursuant to this paragraph to pay the same. In the event that any default by the Mortgagor under this Mortgage, the Mortgagee is authorized to use the money deposited under this paragraph to apply on account of such default or to pay the said imposition. The Mortgagor shall not be entitled to interest on the monies deposited pursuant to this paragraph.

7. That in the event of the passage after the date of this Mortgage of any law of the State of Illinois (or other state of the situs of the real estate), deducting from the value of the mortgaged property for the purpose of taxation any lien thereon or changing in any way the laws for the taxation of the mortgages or debts secured by Mortgage for State or local purposes or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly (other than the imposition of any income tax liability on Mortgagee), on this Mortgage or the Note, the holder of this Mortgage and the Note which it secures shall have the right to declare the amount thereof and the interest thereon due on a date to be specified by Mortgagee not less than thirty (30) days after written notice is given to the Mortgagor by the Mortgagee, provided, however, that such election shall be ineffective if the Mortgagor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if, prior to such specified date, does pay such tax and agrees to pay any such tax when thereafter levied or assessed against the premises or this Mortgage and the Note secured thereby, and such agreement shall constitute a modification of this Mortgage.

8. That, if at any time the United States of America or other governmental authority shall require internal revenue or comparable stamps to be affixed to the Note or this Mortgage, the Mortgagor will pay for the same with any interest or penalties imposed in connection therewith.

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shall operate to prevent the collection of the imposition so contested and the sale of the mortgaged property or any part thereof to satisfy the same, [illegible] Mortgagor shall have deposited with the Mortgagee or such person or corporation as Mortgagee may in writing direct, as security for the imposition, [illegible] [illegible] payment of the [illegible] [illegible] [illegible] interest and penalties in connection therewith [illegible] and all charges that may or might be assessed against or become a charge on the mortgaged property, or any part thereof, in such legal proceedings. [illegible] The Mortgagee shall have the right to cause the funds so deposited [illegible] to be paid to the persons or public authority [illegible] [illegible] [illegible] such imposition, or to be appropriated [illegible] [illegible] to be applied to [illegible] [illegible] the Mortgagor to [illegible] [illegible] [illegible] [illegible] of such legal proceedings or at any time [illegible] the Mortgagee shall deem the monies deposited with it to be insufficient security for the purpose for which they are deposited, the said monies so deposited shall be applied to the payment, removal and discharge of said imposition and the interest and penalties in connection therewith, and the charges accruing in such legal [illegible] [illegible] [illegible] [illegible] [illegible] provided [illegible] [illegible] [illegible] that such monies shall be insufficient [illegible] [illegible] [illegible] pay over to the Mortgagee [illegible] amount of money sufficient [illegible] together with the monies so deposited pursuant to this paragraph to pay the same. In the event that an default by the Mortgagor under this Mortgage, the Mortgagee is authorized to use the monies deposited under this paragraph [illegible] account of any default or to pay the said imposition. The Mortgagee shall not be entitled to interest on the monies deposited pursuant to this paragraph.

7. That in the event of the passage after the date of this Mortgage of any law of the State of Illinois [illegible] [illegible] [illegible] deducting from the value of the mortgaged property for the purpose of taxation any lien thereon [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] Mortgagee [illegible] [illegible] [illegible] the Mortgage and the note which it secures shall have the right to declare the amount thereof and the interest thereon due on a date to be specified [illegible] not less than thirty (30) days after written notice is given to the Mortgagor by the Mortgagee; provided, however, that such election shall be ineffective if the Mortgagor is permitted by law to pay the whole of such tax [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] against [illegible] of this Mortgage and the note secured [illegible] and such agreement shall constitute a modification of this Mortgage.

8. That, if at any time the United States of America or any governmental authority shall require internal revenue or documentary stamps to be affixed to the Note or this Mortgage, the Mortgagor will pay for the same with any interest or penalties imposed in connection therewith.

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9. That notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the mortgaged property by any public or quasi-public authority or corporation, the Mortgagor shall continue to pay the installment payments required by the Note and this Mortgage. Any reduction in the principal sum resulting from the application by the Mortgagee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt, that said award or payment may be applied in such proportions and priority as the Mortgagee in the Mortgagee's sole discretion may elect to the payment of principal, whether or not then due and payable, or any sums secured by this Mortgage provided, however, that the Mortgagor shall be permitted to use the proceeds of any award received to restore the remaining portion of the premises; any balance not so expended shall be deposited with the Mortgagee. If prior to the receipt by the Mortgagee of any such award or payment the mortgaged property shall have been sold on foreclosure of this Mortgage, the Mortgagee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought, recovered or denied, and of counsel fees, costs and disbursements incurred by the Mortgagee in connection with the collection of such award or payment. The receipt of any such award by Mortgagee shall not result in a change in the amount of the installment payments due under the Note and this Mortgage.

10. That the Mortgagor will transfer and assign to the Mortgagee, at any time and from time to time, in form satisfactory to the Mortgagee, the Mortgagor's interest in all leases of the mortgaged premises or portions thereof, whether now in existence or hereafter entered into, and that the Mortgagor will not assign the whole or any part of leases of the mortgaged premises or any portions thereof, whether now in existence or hereafter entered into, nor the whole or any part of the rents, issues and profits arising from the mortgaged premises, without the prior written consent of the Mortgagee and any assignments made in violation hereof shall be null and void. Further, as further security for the indebtedness hereby secured, the Mortgagor has, concurrently herewith, executed and delivered to the Mortgagee a separate instrument (herein called the "Assignment") dated as of the date hereof, wherein and whereby, among other things, the Mortgagor has assigned to the Mortgagee all of the rents, issues and profits and/or any and all leases and/or the rights of management of the premises, all as therein more specifically set forth, which said Assignment is hereby incorporated hereto by reference as fully and with the same effect as if set forth herein at length. The Mortgagor agrees that it will duly perform and observe all of the terms and provisions on its part to be performed and observed under the Assignment. The Mortgagor further agrees that it will duly perform and observe all of the terms and provisions on lessor's part to be performed and observed under any and all leases of the premises to the end that no default on the part of lessor shall exist thereunder. Nothing herein contained shall be deemed to obligate the Mortgagee to perform or discharge any obligation, duty or liability or lessor under any lease of the premises, and the Mortgagor shall and does hereby agree

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to defend, indemnify and hold the Mortgagee harmless from any and all liability, loss or damage which the Mortgagee may or might incur under any lease of the premises or by reason of the Assignment; and any and all such liability, loss or damage incurred by the Mortgagee, together with the costs and expenses, including reasonable attorney's fees, incurred by the Mortgagee in the defense of any claims or demands therefor (whether successful or not), shall be so much additional indebtedness hereby secured, and the Mortgagor shall reimburse the Mortgagee therefor on demand, together with interest at the penalty rate from the date of disbursement to the date of payment.

11. That the Mortgagor and/or its beneficiaries will keep proper books of record and account in accordance with sound accounting practice; that the Mortgagee shall have the right to review the affairs, finances and accounts of the Mortgagor and/or its beneficiaries and to be informed as to the same by its officers, all at such reasonable times and intervals as the Mortgagee may desire; and that the Mortgagor will furnish to the Mortgagee within Ninety (90) days after the end of each fiscal year of the Mortgagor and/or its beneficiaries, copies of statements of income and expense of the Mortgagor and/or its beneficiaries for such fiscal year showing separately and in adequate detail the income and expense of the mortgaged property, all in reasonable detail and stating in comparative form the figures as of the end of and for the previous fiscal year and certified by an authorized financial officer of the Mortgagor and/or its beneficiaries.

12. That the Mortgagor, upon written request, shall certify within Ten (10) days after such request, by a writing duly acknowledged, to the Mortgagee or to any proposed assignee of this Mortgage, the amount of principal, interest and other charges then owing on the Note and this Mortgage and whether any offsets or defenses exist against the mortgage debt. In the event Mortgagor fails to timely so certify, Mortgagor irrevocably appoints any agent or officer of Mortgagee, its successors and assigns as Mortgagor's attorney in fact, to so certify and which certification shall be binding on Mortgagor, its beneficiaries, successors and assigns.

13. That this mortgage shall operate as a security agreement under the provisions of the Uniform Commercial Code, as now or hereafter amended, with respect to the fixtures on the premises, or any replacements thereof, or additions thereof, all proceeds of insurance on or sale thereof, and the Mortgagor will execute and deliver such financing statements as the Illinois Uniform Commercial Code requires with respect to such security; and that the Mortgagor will execute and deliver from time to time such further instruments including renewal mortgages, security agreements, financing statements, certificates, extensions and renewals thereof, and such other documents as may be required by the Mortgagee to preserve, confirm and maintain the lien of this Mortgage on the said fixtures whether now or hereafter acquired, and the Mortgagor shall pay to the Mortgagee on demand any expenses incurred by the Mortgagee in connection with the preparation and filing of such documents. Fixtures and equipment which the lessee of a portion of mortgaged premises has

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to defend, indemnify and hold the Mortgagee harmless from any liability, loss or damage which the Mortgagee may or might incur under the lease of the premises or by reason of the assignment, and from all claims, liability, loss or damage incurred by the Mortgagee in connection with the claims and expenses, including reasonable attorneys' fees incurred by the Mortgagee in the defense of any of the foregoing [illegible] shall be so much additional indebtedness secured hereby, and the Mortgagor shall reimburse the Mortgagee [illegible] penalty rate from the date of [illegible]

11. That the Mortgagor and/or its beneficiaries [illegible] books and records [illegible] in accordance with [illegible] Mortgagee shall have the right to inspect [illegible] and accounts of the Mortgagor and/or its beneficiaries and to be informed as to the same by such officers, all at such reasonable times and intervals as the Mortgagee may desire; and that the Mortgagor will furnish to the Mortgagee within ninety (90) days after the end of each fiscal year of the Mortgagor [illegible] adequate [illegible] reasonable detail and stating in comparative form the figures [illegible] and for the previous fiscal year and certified by the chief financial officer of the Mortgagor and/or its beneficiaries.

12. That the Mortgagor, upon written request, shall certify within ten (10) days after such request, by a writing duly acknowledged, to the Mortgagee or to any proposed assignee of this Mortgage, the amount of principal, interest and other charges then owing on this Mortgage and whether any offsets or defenses exist against the mortgage debt. In the event Mortgagor fails to timely so certify, [illegible] as Mortgagor's attorney in fact, [illegible] conclusive [illegible]

13. That this mortgage shall operate as a security agreement under the provisions of the Uniform Commercial Code [illegible] with respect to the fixtures on the premises [illegible] replacements thereof, additions thereof, and proceeds of insurance on or sale thereof, and the Mortgagor will execute and deliver such financing statements as the Illinois Uniform Commercial Code requires with respect to such security, and the Mortgagor will [illegible] including [illegible] mortgages, [illegible] certificates, extensions and renewals thereof [illegible] documents as may be required by the Mortgagee to create or continue and maintain the lien of this Mortgage on the said fixtures [illegible] required, and the Mortgagor shall pay to the Mortgagee on demand any expenses incurred by the Mortgagee in connection with the preparation and filing of such documents. Fixtures and equipment which the lessee of a portion of mortgaged premises [illegible]

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the right to remove, are specifically excluded from the provisions of this clause except to the extent that lessee's right to remove such fixtures and equipment shall be forfeited under terms of all leases assigned by the Assignment of Rents and Leases, bearing even date herewith and given as additional security for the Note.

14. That in the event of any default in the performance of any of the Mortgagor's covenants or agreements herein, the Mortgagee may, at the option of the Mortgagee, perform the same and the cost thereof or any other costs, expenses or fees paid or incurred by Mortgagee as a result of a default of Mortgagor with interest at the penalty rate from date of disbursement shall immediately be due from the Mortgagor to the Mortgagee and secured by this Mortgage.

15. That if any action or proceeding be threatened or commenced (except an action to foreclose this Mortgage or to collect the debt secured hereby), to which action or proceeding the Mortgagee is or may become a party or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by the Mortgagee for the expenses of any such threatened or commenced action or proceeding (including reasonable counsel fees) to prosecute or defend the right and lien created by this Mortgage shall on notice and demand be paid by the Mortgagor, together with the interest thereon at the penalty rate from date of disbursement, and shall be secured by this Mortgage; that in any action or proceeding to foreclose this Mortgage, or to recover or collect the debt secured hereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant. Additionally, in the event that Mortgagee incurs any attorney fees or costs in dealing with any matter which directly or indirectly effects this Mortgage, Mortgagor agrees to pay it upon demand all such costs and expenses, including reasonable attorney fees incurred by Mortgagee, together with interest thereon at the penalty rate and which sums shall be deemed also secured by the lien of this Mortgage.

16. That the Mortgagee and any persons authorized by the Mortgagee shall have the right to enter and inspect the mortgaged property at all reasonable times and, if Mortgagor is a land trust, to inspect and receive copies of said land trust file at any time.

17. That the Mortgagee shall have the right from time to time to sue for any sums whether interest, damages for failure to pay principal or any installment thereof, taxes, the costs of Mortgagee's performance of the Mortgagor's covenants or agreements provided herein, or any other sums required to be paid under the terms of this Mortgage or the Note, as the same becomes due, without regard to whether or not the principal sum secured by the Mortgage shall be due and without prejudice to the right of the Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by the Mortgagor existing at the time such earlier action was commenced.

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the right to remove, are specifically excluded from the provisions of this clause except to the extent that lessee's right to remove such fixtures and equipment shall be forfeited under terms of all leases assigned in the Assignment of Rents and Leases, bearing even date herewith and given as additional security for the Note.

14. That in the event of any default in the performance of any of the Mortgagor's covenants or agreements herein, the Mortgagee may, at the option of the Mortgagee, perform the same and the cost thereof or any other costs, expenses or fees paid or incurred by Mortgagee as a result of a default by Mortgagor, with interest at the penalty rate [illegible] shall immediately be due from the Mortgagor to the Mortgagee and secured by this Mortgage.

15. That if any action or proceeding be threatened or commenced (including an action to foreclose this Mortgage or to collect the debt secured hereby), to which action or proceeding the Mortgagee is or may become a party or in which [illegible] all sums paid by the Mortgagee [illegible] threatened or commenced action or proceeding (including reasonable [illegible] fees) to protect or defend the right and lien created by this Mortgage [illegible] shall be paid by the Mortgagor, together with interest [illegible] penalty rate from date of disbursement, and shall be secured by this Mortgage; that in any action or proceeding to foreclose this Mortgage or to recover or collect the debt secured hereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant. Additionally, in the event that Mortgagee incurs any attorney fees [illegible] dealing with any matter which directly or indirectly affects this Mortgage, Mortgagor agrees to pay it upon demand all such costs and expenses, including reasonable attorney fees incurred by Mortgagee, together with interest thereon at the penalty rate and which sums shall be deemed to be secured by the lien of this Mortgage.

16. That the Mortgagee and any persons authorized by the Mortgagee shall have the right to enter and inspect the mortgaged premises at all reasonable times and, if Mortgagor is a land trust, to inspect and receive copies of the land trust file at any time.

17. That the Mortgagee shall have the right from time to time to sue for any sums whether interest, damages for failure to pay principal or any installment thereof, taxes, [illegible] or any other sums required to be paid under the terms of this Mortgage or the Note, as the same become due, without regard to whether or not the principal sum secured by the Mortgage shall be due and without prejudice to the right of the Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by the Mortgagor existing at the time such earlier action was commenced.

18. That no transfer, assignment, sale, lease for a term of more than three years or a lease of any duration which includes an option to purchase, or conveyance or contract to sell the subject premises or the beneficial interest in and to Mortgagor if Mortgagor is a land trust or if the Mortgagor or the beneficiary of Mortgagor is a corporation or a partnership, no sale or issuance of shares or partnership interests will be made without the prior consent of Mortgagee. If Mortgagor is a land trust, it hereby covenants with Mortgagee that it will accept no letter of direction from its beneficiaries to take an action contrary to the provisions of this paragraph without the express written consent of Mortgagee. The making of an sale, lease of more than three years or a lease of any duration which includes an option to purchase or conveyance or a contract to sell the subject premises, the beneficial interest in and to the Mortgagor if a land trust, shares of the Mortgagor or the beneficiary if a corporation, or interest in the Mortgagor or the beneficiary if a partnership will be an additional event of default and all principal and interest due under the Note shall be accelerated and immediately due and payable at the option of Mortgagee.

19. That Mortgagor covenants and agrees to deposit at Mortgagee's request at such place as the holder of the Note secured by this Mortgage may, from time to time, in writing appoint and, in the absence of such appointment then at the office of Mortgagee commencing with the first monthly payment due pursuant to the Note secured hereby, and on the first day of each and every succeeding month thereafter until the indebtedness secured by this Mortgage is fully paid, a sum equal to 1/12th of the last total annual taxes and assessments last assessed (general and special) on the premises (unless said taxes are based upon assessments which exclude the improvements or any part thereof, now constructed or to be constructed, in which event the amount of such deposits shall be based upon the reasonable estimate of the holder of the Note as to the amount of taxes and assessments to be levied or assessed). Mortgagor, concurrently with the initial disbursement of the proceeds of the Note secured hereby or as subsequently requested at the option of Mortgagee, will also deposit with Mortgagee an amount based upon the taxes and assessments so ascertainable, or so estimated by Mortgagee as the case may be for taxes and assessments on the premises on an accrual basis for the period from January 1, succeeding the year for which all taxes and assessments have been paid to an including the date of the first deposit in this paragraph hereinabove mentioned or any part thereof upon request of Mortgagee. Such deposits are to be held in escrow without allowance of interest and are to be used for the payment of taxes and assessments (general and special) on said premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments (general or special) for any year when the same shall become due and payable, Mortgagor shall, within ten days after notice and demand, thereafter deposit with Mortgagee such additional funds as may be necessary to pay such taxes and assessments (general and special) for any year. Any excess deposit shall be retained in escrow. In the event sums on deposit are insufficient to make a required tax payment, Mortgagee, at its sole option, may advance the additional funds needed. Any such advance shall

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18. That no transfer, assignment, sale, lease for a term of more than three years or a lease of any duration which includes an option to purchase, conveyance or contract to sell the subject premises or the beneficial interest in and to Mortgagor (if Mortgagor is a land trust) of the Mortgagor or the beneficiaries (if Mortgagor is a corporation or a partnership), no sale or issuance of shares or partnership interests shall be made without the prior consent of Mortgagee. [illegible] Mortgagor [illegible] land [illegible], it hereby covenants with Mortgagee that it will accept no [illegible] take any action contrary to the provisions of this paragraph without the required written consent of Mortgagee. The making of any sale [illegible] a lease of any duration which includes an option to purchase [illegible] conveyance or contract to sell the subject premises, the beneficial interest in and to the Mortgagor if a land trust, shares of the Mortgagor or the beneficiary if a corporation, or interest in the Mortgagor or the beneficiary if a partnership, will be an additional event of default and all principal and interest due under the Note shall be accelerated and immediately due and payable at the option of Mortgagee.

19. That Mortgagor covenants and agrees to deposit at Mortgagee's principal [illegible] or such place as the holder of the Note secured by this Mortgage may from time to time, in writing appoint and, in the absence of such appointment then at the office of Mortgagee commencing with the first monthly payment due pursuant to the Note secured hereby, and on the first day of each and every succeeding month thereafter until the indebtedness secured by this Mortgage is fully paid, a sum equal to 1/12th of the last total annual taxes and assessments last assessed (general and special) on the premises (unless said taxes are based upon assessments which exclude the improvements or any part thereof, now constructed or to be constructed, in which event the amount of such deposits shall be based upon the reasonable estimate of the holder of the Note as to the amount of taxes and assessments to be levied or assessed). Mortgagor, concurrently with the initial disbursement of the proceeds of the Note secured hereby or as [illegible] the [illegible] Mortgagor will also deposit with Mortgagee an amount [illegible] taxes and assessments [illegible] ascertainable, or so estimated [illegible] taxes and assessments on the premises on an accrual basis for the period from January 1, succeeding the year for which all taxes and assessments have been paid to and including the date of the first deposit in this paragraph hereinabove mentioned, or any part thereof upon request of Mortgagee. Such deposits are to be held [illegible] without [illegible] interest [illegible] and [illegible] payable [illegible] pay such taxes or assessments (general [illegible]) for any year when the same shall become due and payable. Mortgagor shall, within ten days after notice and demand, thereafter deposit with Mortgagee such additional funds as may be necessary to pay such taxes and assessments (general and special) for any year. Any excess deposit shall be retained in escrow. In the event such deposits are insufficient to make a required tax payment, Mortgagee, at its sole option, may advance the additional funds needed. Any such advance shall

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be deemed secured by the lien of this mortgage and shall be due and payable on demand with interest at the penalty rate. The creation of a tax escrow and the holding of funds therein shall not relieve Mortgagor of its responsibility pursuant to paragraph 6 hereof to obtain tax and assessment bills and to timely pay any such taxes or assessments on the mortgaged premises or to timely tender same to Mortgagee for payment from the escrow. Notwithstanding any provision of law, in the event Mortgagee forecloses the lien of this Mortgage, the balances of any such tax escrow account shall be set off against sums due Mortgagee from Mortgagor hereunder.

20. That together with, and in addition to, the monthly payments of interest or principal payable under the terms of the Note secured hereby, and in addition to the deposits for general and special taxes and assessments pursuant to the terms of paragraph 19 of this Mortgage, Mortgagor will deposit, upon request, monthly with Mortgagee a sum equal to one-twelfth (1/12th) of the premiums that will next become due and payable on policies of fire, extended coverage and other hazard insurance, covering the mortgaged premises. Such sums are to be held in escrow without interest to pay said insurance premiums. In the event sums on deposit are insufficient to make a required insurance premium payment, Mortgagee, at its sole option, may advance the additional funds needed. Any such advance shall be deemed secured by the lien of this mortgage and shall be due and payable on demand with interest at the penalty rate. The creation of an insurance escrow and the holding of funds therein shall not relieve Mortgagor of its responsibility pursuant to paragraph 5 hereof to obtain any insurance insuring the mortgaged premises and to timely pay the premiums thereof or to timely tender to Mortgagee the premium billings for payment from the escrow. Notwithstanding any provision of law, in the event Mortgagee forecloses the lien of this Mortgage, the balances of any such insurance escrow account shall be set off against sums due Mortgagee from Mortgagor hereunder.

21. That the whole of the principal sum and the interest of the indebtedness secured hereby shall become due at the option of the Mortgagee:

A. Upon the default in payment of any installment of principal and interest due hereunder for fifteen (15) days; or

B. After default in the payment of any tax, water rate or assessment or other imposition for Fifteen (15) days after notice and demand; or

C. After default in obtaining and delivering the policies of insurance herein described or referred to or in reimbursing the Mortgagee for premiums it paid for such insurance, as herein provided; or in paying the premiums due thereon; or

D. After default for Fifteen (15) days following request in furnishing a statement of the amounts due on the Note and Mortgage and whether any offsets or defenses exist against the Mortgage debt, as hereinbefore provided; or be deemed secured by the lien of this mortgage and shall be due and payable on demand with interest at the default rate. The execution of a tax escrow [illegible] holding of funds therein shall not relieve Mortgagor of its obligation [illegible] pursuant to paragraph 2 hereof to obtain tax and assessment bills and to timely pay [illegible] such taxes or assessments [illegible] to the mortgage [illegible] or to timely forward same to Mortgagee [illegible] payment [illegible] Notwithstanding any provision of law, in the event Mortgagee [illegible] the lien of this Mortgage, the balance of any such tax escrow account shall be set off against [illegible] Mortgage from Mortgagor hereunder.

3. That together with, and in addition to, the monthly payments of interest or principal payable under the terms of the note secured hereby and in addition to the deposits for general and special taxes and assessments pursuant to the terms of paragraph 2 of this Mortgage, Mortgagor will deposit upon request monthly with Mortgagee a sum equal to one-twelfth (1/12) of the premiums that will next become due and payable on policies of fire, extended coverage and other hazard insurance covering the mortgaged premises [illegible] [illegible] premium [illegible] funds needed. Any such advance shall be secured by the lien of this mortgage and shall be due and payable on demand with interest at the default rate. The creation of an insurance escrow and the holding of funds therein shall not relieve Mortgagor of its obligations pursuant to paragraph [illegible] hereof to obtain any insurance covering the mortgaged premises and to timely pay the premiums thereof or to timely tender to Mortgagee the premium bills for payment from the escrow [illegible] law, in the event Mortgagee forecloses the lien [illegible] the balance of any such insurance escrow account shall be [illegible] due Mortgagee from Mortgagor hereunder.

4. That the whole of the principal sum and the interest [illegible] indebtedness secured hereby shall become due at the option of the Mortgagee:

A. Upon the default in payment of any installment of principal or interest due hereunder for fifteen (15) days; or

B. After default in the payment of any tax, water rate or assessment or other imposition for Fifteen (15) days after notice and demand; or

C. After default [illegible] insurance [illegible] Mortgagee [illegible] premium is paid [illegible] in paying the premiums and charges; or

D. After default for Fifteen (15) days following request in furnishing a statement of the amounts due on the Note and Mortgage and whether any offsets or defenses exist against the Mortgage debt, as hereinafter provided; or

E. After default for Fifteen (15) days after notice and demand in the payment of any installment of any assessments for local improvements heretofore or hereafter made which is or may become payable in installments, and may at any time affect the premises; or

F. Upon the actual or threatened waste, removal or demolition of, or material alteration, to any part of the mortgaged property; or

G. Upon Assignment by the Mortgagor of the whole or any part of the rents or *issues and profits arising* from the mortgaged property without the written consent of the Mortgagee unless such assignment shall be specifically subject and subordinate to the prior rights of the Mortgagee hereunder; or

H. Upon any assignment made by Mortgagor or any beneficiary of Mortgagor, for the benefit of creditors; or

I. Upon the appointment of a receiver, liquidator or trustee for Mortgagor mo any beneficiary of Mortgagor, or of the mortgaged property or of any part of the mortgaged property, or the adjudication of Mortgagor or any beneficiary to be a bankrupt or insolvent, or the filing of any petition for the bankruptcy, reorganization or arrangement of Mortgagor or any beneficiary of Mortgagor pursuant to the Federal Bankruptcy Act of any similar statute, or the institution of any proceeding for the dissolution or liquidation of Mortgagor or any beneficiary of Mortgagor, and, if such appointment, adjudication, petition or proceeding be involuntary and not consented to by Mortgagor or any such beneficiary of Mortgagor, the failure to have the same discharged, stayed or dismissed within Ninety (90) days; or

J. Upon default or occurrence in the event of default in the observance or performance of any other covenant or agreement of the Mortgagor hereunder, or under the Note and the failure or Mortgagor to cure same within Fifteen (15) days of notice; or

22. In addition to all other provisions contained herein, Mortgagor represents that the proceeds of the Note are to be used solely for the purchase of the real estate described on Exhibit "A".

23. That when the indebtedness secured hereby shall become due whether by acceleration or otherwise, the Mortgagee shall have the right to foreclose the lien hereof; that in any suit to foreclosure the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for the preservation, protection, repair, management and sale of the mortgaged premises, and for attorney's fees, appraiser's fees, outlay for documentary and expert evidence, stenographer's charges, 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

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6. After default for Fifteen (15) days after notice and demand in the payment of any installment of any assessments for local improvements heretofore or hereafter made which is or may become payable in installments, and may at any time affect the premises; or

7. Upon the actual or threatened waste, removal or demolition of, or material alteration to, any part of the mortgaged property; or

8. Upon assignment by the Mortgagor of the whole or any part of the rents, issues and profits arising from the mortgaged property without the written consent of the Mortgagee unless such assignment shall be specifically subject and subordinate to the prior rights of the Mortgagee hereunder; or

9. Upon any assignment made by Mortgagor or any beneficiary of Mortgagor for the benefit of creditors; or

10. Upon the appointment of a receiver, liquidator or trustee of Mortgagor nor any beneficiary of Mortgagor, of all the mortgaged property or of any part of the mortgaged property, or the adjudication of Mortgagor or any beneficiary to be a bankrupt or insolvent, or the filing of any petition for the bankruptcy, reorganization or arrangement of Mortgagor or any beneficiary of Mortgagor pursuant to the Federal Bankruptcy Act or any similar statute, or the institution of any proceeding for the dissolution or liquidation of Mortgagor, or any beneficiary of Mortgagor, or, if such appointment, adjudication, petition or proceeding be involuntary and not consented to by Mortgagor or any such beneficiary of Mortgagor, the failure to have the same discharged, stayed or dismissed within ninety (90) days; or

11. Upon default or occurrence of the event of default in the payment or performance of any other covenant or agreement of the Mortgagor hereunder, or under the Note and the failure of Mortgagor to cure same within fifteen (15) days of notice; or

22. In addition to all other provisions contained herein, Mortgagor represents that the proceeds of the Note are to be used solely for the purchase of the real estate described on Exhibit "A".

23. [illegible] In any suit to foreclose the lien hereof [illegible] there shall be allowed and included as additional indebtedness in the decree for sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for the preservation, protection, repair, management and sale of the mortgaged premises, and for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, 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

and examinations, guarantee policies, Torrens Certificates, and similar data and assurances with respect to title as Mortgagee may deem to be 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 the value of the mortgaged property; that all such expenditures shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the penalty rate from payment thereof; and that the proceeds of any foreclosure sale of the mortgaged property shall be distributed and applied in the following order of priority; First, on account of all such costs and expenses incident to the foreclosure proceedings; Second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note with interest thereon as herein provided; Third, all interest and then principal remaining unpaid on the indebtedness secured hereby; and Fourth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.

24. That upon, or at any time after the filing of a bill to foreclose this Mortgage, the Court in which such bill is filed may appoint Mortgagee as Mortgagee in possession or a receiver of the mortgaged property; that such appointment may be made either before or after sale, without notice and without requiring bond (notice and bond being hereby waived) without regard to the solvency or insolvency of the Mortgagor at the time of application for such Mortgagee in possession order or receiver and without regard to the then value of the mortgaged property or whether the same shall be then occupied as a homestead or not; that such Mortgagee in possession or receiver shall have power to collect and impose rents, and collect issues and profits of the mortgaged property during the pendency of such foreclosure suit and in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when the Mortgagor, except for the intervention of such Mortgagee in possession order or receiver, would be entitled to collect such rents, issues and profits, and all other power which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the mortgaged property during the whole of said period; and that the Mortgagee in possession or receiver, out of such rents, issues and profits may pay any costs incurred in the management and operation of the mortgaged property, prior and coordinate liens, if any, taxes, assessments and insurance, and may pay all or any part of the indebtedness secured hereby or any deficiency decree.

25. That upon any sale by virtue of any judicial proceedings or otherwise for the enforcement of this Mortgage the mortgaged property may be sold in one parcel as an entirety, at the option of Mortgagee, Mortgagor hereby waiving any requirement of law to the contrary, and the Mortgagor, to the full extent that it may lawfully do so, for itself and for all who may claim through or under them hereby expressly waives and releases all right to have the mortgaged property or any part thereof marshalled upon any foreclosure sale, or other enforcement hereof, and any court at the time foreclosure of this Mortgage is sought shall have the right and is hereby authorized and directed to sell the entire mortgaged property as a whole in a single parcel. Mortgagor for itself and on behalf of its beneficiaries their respective successors and assigns hereby expressly waives any right at law or at equity to bar Mortgagee from being the purchaser at any foreclosure sale of the mortgaged property.

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and [illegible] policies, Torrens Certificates, and similar data and assurances with respect to title as Mortgagee may deem to be [illegible] either to prosecute such suit or to evidence to bidders at any sale [illegible] be had pursuant to such decree the true condition of the title to or the value of the mortgaged property [illegible] shall become so much additional indebtedness secured hereby and [illegible] payable with interest thereon at the penalty rate [illegible] proceeds of any foreclosure sale of the mortgaged property [illegible] and applied in the following order [illegible] on account of all such [illegible] other items which [illegible] additional to that evidenced by the Note [illegible] Third, all interest and then principal remaining unpaid on the indebtedness secured hereby; and Fourth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.

24. That upon, or at any time after the filing of a bill to foreclose [illegible] such appointment may be made either before or after sale, without notice and without requiring bond (notice and bond being hereby waived) without regard to the solvency or insolvency of the Mortgagor [illegible] for such Mortgagee in possession [illegible] of the mortgaged property or whether the same shall be then occupied as a homestead or not; that such Mortgagee [illegible] shall have power to collect the [illegible] profits of the mortgaged property during the pendency of such foreclosure suit and in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not [illegible] that the Mortgagee [illegible] in possession [illegible] profits, and all other powers [illegible] in the management and operation of the mortgaged property [illegible] liens, if any, taxes, assessments and insurance [illegible] any part of the indebtedness secured hereby or any deficiency decree.

25. That upon any sale by virtue of [illegible] waiving any requirement [illegible] extent that it may lawfully do so [illegible] or under [illegible] hereby expressly [illegible] mortgaged property [illegible] other [illegible] Mortgagee [illegible] sought [illegible] all the entire mortgaged property [illegible] Mortgagor [illegible] for itself and on behalf of [illegible] assigns [illegible] hereby expressly waives [illegible] from being the purchaser of any [illegible] sale of the mortgaged property.

26. That any failure by the Mortgagee to insist upon the strict performance by the Mortgagor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by the Mortgagor; that neither the Mortgagor nor any other person now or hereafter obligated for the payment of the whole or any part of the Note or any obligation secured by this Mortgage shall be released from liability for repayment of the Note or any obligations secured by this Mortgage (1) by reason of the failure of the Mortgagee to comply with any request of the Mortgagor or of any other person, to take action to foreclose this Mortgage or of any obligations secured by this Mortgage, or (2) by reason of any agreement or stipulation between any subsequent owner or owners of the mortgaged property and the Mortgagee extending the time of payment or modifying the terms of the Note or Mortgage (whether or not first having obtained the prior written consent of the Mortgagor or the other person obligated to pay the Note or any obligation secured by *this Mortgage*); that the Mortgagee may release, regardless of consideration, this Mortgage in whole or in part without, as to the remainder of the security, in anywise impairing or affecting the lien of this Mortgage or the obligations of Mortgagor or any other person on the Note secured hereby or the priority of such lien over any subordinate lien; and that the Mortgagee may resort for the payment of the indebtedness secured hereby to any other security therefor held by the Mortgagee in such order and manner as the Mortgagee may elect.

27. That the rights of the Mortgagee arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; that no act of the Mortgagee shall be construed as an election to proceed under any one provision thereof to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

28. Execution of Separate Security Agreement, Financing Statements, etc. Mortgagor, upon request by Mortgagee from time to time shall execute, acknowledge and deliver to Mortgagee, a Security Agreement, Financing Statement or other similar security instruments, in form satisfactory to Mortgagee, covering all property of any kind whatsoever owned by Mortgagor, which in the sole opinion of Mortgagee is essential to the operation of the premises and which constitutes goods within the meaning of the Uniform Commercial Code or concerning *which there may be any doubt whether* the title to same has been conveyed by or security interest perfected by this Mortgage under the laws of the State of Illinois and will further execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any financing statement, affidavit, continuation statement or certificate or other document as Mortgagee may request in order to perfect, preserve, maintain, continue and extend the security interest under the priority of this Mortgage and such security instrument. Mortgagor further agrees to pay to Mortgagee on demand all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing and re-filing of any such document.

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29. Any and all other documents conferring easement rights or other appurtenant rights upon the owner of the mortgaged premises in land living within or beyond the perimeters of the mortgaged premises are herein collectively called the "Appurtenant Agreements" and such rights collectively shall be considered appurtenances.

Mortgagor hereby grants, conveys, assigns, transfers and mortgages to Mortgagee; as additional security for the indebtedness secured hereby, all right and benefit of Mortgagor under the Appurtenant Agreements and all easement rights and other benefits arising thereunder, in favor of the premises. With respect to the Appurtenant Agreements, Mortgagor further agrees with Mortgagee as follows:

a. Mortgagor will perform and comply with all obligations of Mortgagor or which are otherwise imposed upon the mortgagor or which are otherwise imposed upon the mortgaged premises thereunder;

b. Mortgagor will keep the same in good standing and in effect and enforce observance and compliance by other parties thereto with their respective obligations thereunder affecting the mortgaged premises;

c. Mortgagor will not, without first having obtained the written approval and consent of Mortgagee:

i. modify or agree to any Termination of the Appurtenant Agreements or waive or relinquish any of Mortgagor's rights thereunder or any benefits thereunder which affect the premises;

ii. exercise any right of approval or consent conferred upon Mortgagor under the Appurtenant Agreements; it being understood and agreed, however, that after the occurrence of any default hereunder, Mortgagee may exercise all such powers of consent or approval on Mortgagor's behalf, full power and authority so to do being herein conferred upon Mortgagee by Mortgagor;

d. In the event Mortgagor shall receive notice from any other parties thereto of any claimed default thereunder by Mortgagor or Mortgagor's beneficiaries, or acquire any knowledge of the assertion or intended assertion of any claim against Mortgagor arising thereunder, Mortgagor will promptly advise Mortgagee thereof;

e. In the event Mortgagor shall receive notice or acquire any knowledge of any action or proceedings taken or initiated, with respect to the Appurtenant Agreements or any laws or ordinances which could affect the premises, Mortgagor will promptly advise Mortgagee thereof;

f. Appropriate licenses, approvals and permits for the use or operation of the mortgaged premises or the Appurtenant Agreements shall at all times be obtained and kept in full force and effect, including those of the U.S. and Illinois Environmental Protection Agency any other governmental regulatory body having jurisdiction.

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29. Any and all other documents creating easement rights or other appurtenant rights upon the owner of the mortgaged premises in land lying within or beyond the perimeters of the mortgaged premises and [illegible] collectively called the "Appurtenant Agreements" and such rights collectively shall be considered appurtenances.

Mortgagor hereby grants, conveys, assigns, transfers and mortgages to Mortgagee as additional security for the indebtedness secured hereby, all right and benefit of Mortgagor under the Appurtenant Agreements and all easement rights and other benefits arising thereunder in favor of the premises. With respect to the Appurtenant Agreements, Mortgagor further agrees with Mortgagee as follows:

a. Mortgagor will perform and comply with all obligations of Mortgagor or which are otherwise imposed upon the mortgagor or which are otherwise imposed upon the mortgaged premises thereunder;

b. Mortgagor will [illegible] observance and compliance [illegible] with their respective obligations thereunder affecting the mortgaged premises.

c. Mortgagor will not, without first having obtained the written approval and consent of Mortgagee:

i. modify or agree to any Termination of the Appurtenant Agreements or waive or relinquish any of Mortgagor's rights thereunder or any benefits thereunder which affect the premises;

ii. exercise any right of approval or consent conferred upon Mortgagor under the Appurtenant Agreements, it being understood and agreed, however, that after the occurrence of any default hereunder, Mortgagee may exercise all such powers of consent or approval on Mortgagor's behalf, such power and authority so to do being herein conferred upon Mortgagee by Mortgagor;

d. In the event Mortgagor shall receive notice from any other party thereto of any claimed default thereunder by Mortgagor or Mortgagor's beneficiaries, or acquire any knowledge of the assertion or intended assertion of any claim against Mortgagor arising thereunder, Mortgagor will promptly advise Mortgagee thereof;

e. In the event Mortgagor shall receive notice or acquire any knowledge of any action or proceedings taken or initiated with respect to the Appurtenant Agreements or any law or ordinance which could affect the premises, Mortgagor will promptly advise Mortgagee thereof;

f. Appropriate licenses, approvals and permits for the use or operation of the mortgaged premises or the Appurtenant Agreements shall at all times be obtained and kept in full force and effect including those of any [illegible] Illinois Environmental Protection Agency any other governmental regulatory agency having jurisdiction.

30. Operation of Premises. Mortgagor agrees that: (a) the premises will be operated as a commercial property in accordance with the highest standards of operation; (b) the premises will at all times be property equipped for such purpose; (c) Mortgagor will procure, maintain and comply with all governmental permits and licenses required for such operation; and (d) Mortgagor will comply with all governmental laws, ordinances, rules and regulations relating to such operation.

31. Hazardous Waste and Related Matters. Mortgagor is currently in compliance with, and will manage and operate and cause its agents and representatives to manage and operate the Premises and will cause each future tenant to occupy its demised portion of the Premises in compliance with, all federal, state and local laws, rules, regulations, orders and ordinances regulating health, safety and environmental matters, including, without limitation, air pollution, soil and water pollution, and the use, generation, storage, handling or disposal of Hazardous Material (hereinafter defined) including, without limitation, raw materials, products, supplies, asbestos or *polychlorinated biphenyl compounds* ("PCBs").

a. Mortgagor shall send to the Mortgagee no later than two (2) days after receipt by Mortgagor, any report, citation, *notice or* other writing by to or from any governmental or quasi-governmental authority empowered to regulate or oversee any of the foregoing activities. If required pursuant to any of such laws, rules, regulations, orders or ordinances, Mortgagor shall rectify, dispose of or remove from the Premises any Hazardous Materials in a manner consistent with and in compliance with the same and shall pay immediately when due any costs incurred or sustained therefor. Mortgagor shall keep the Premises free of any lien imposed pursuant to said laws, rules, regulations, *orders*, or ordinances. In the event Mortgagor fails to comply with any of the foregoing within fifteen (15) days after demand by the Mortgagee to Mortgagor, this Mortgagee may either (i) declare a default under this Agreement or (ii) cause the removal of the Hazardous Material from the Premises, or both. The costs of the removal shall constitute additional indebtedness hereunder secured by this Mortgage and which costs shall be due and payable without notice or demand with interest thereon at the Penalty Rate from date of disbursement.

b. Mortgagor further agrees not to generate, handle, use, store, treat, discharge, release or dispose of any Hazardous Material at the Premises without the express written approval of the Mortgagee and compliance with all applicable statutes, ordinances and regulations. The Mortgagee shall have the right at any time to conduct an environmental audit of the Premises at Mortgagor's sole cost and Mortgagor shall cooperate in the conduct of such environmental audit. After the occurrence of a default hereunder, Mortgagor shall give Mortgagee, its agents and employees access to the Premises to remove any Hazardous Material, provided nothing herein shall obligate the Mortgagee to take any action to remove any Hazardous Waste or to correct any violation of law on the subject premises.

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c. Mortgagor shall indemnify, defend with counsel reasonably acceptable to the Mortgagee, and hold the Mortgagee free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against the Mortgagee in connection with or arising from or out of the breach of any warranty, covenant or agreement or the inaccuracy of any representation contained or referred to in this paragraph, and any violation by Mortgagor of any of the foregoing laws, regulations, orders or ordinances described in this paragraph. The foregoing indemnification shall survive repayment of the loan.

d. For the purpose of this Mortgage, "Hazardous Material" shall mean and shall include any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, ordinance, code, rule, regulation, order, decree or other requirement of any governmental authority regulation, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material as is now or at any time hereafter may be in effect including the laws, ordinances and regulations of the State of Illinois, its agencies and political subdivisions.

32. That wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall mean and include "the undersigned and/or any subsequent owner or owners of the premises"; the word "Mortgagee" shall mean "Mortgagee or any subsequent holder or holders of this Mortgage"; that the word "person" shall mean "a trust, individual, corporation, partnership or unincorporated association"; and the word "premises" shall include the real estate hereinbefore described, together with all improvements thereon, fixtures and equipment therein, condemnation awards and any other rights or property interests at any time made subject to the lien of this Mortgage by the terms hereof, and pronouns of any gender shall include the other gender, and either the singular or plural shall include the other.

33. MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REINSTATEMENT OR 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 MORTGAGED PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

34. That this Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

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[illegible] Mortgagor shall indemnify, defend with counsel [illegible] acceptable to the Mortgagee, and hold the Mortgagee free and harmless from and against all losses, liabilities, [illegible] penalties, claims, [illegible] demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements [illegible] whatsoever (including, without limitation, attorneys' and experts' fees and disbursements) which [illegible] or [illegible] asserted against [illegible] the [illegible] of [illegible] representation [illegible] Mortgagor of any of the Mortgagor [illegible] described in this paragraph. The foregoing indemnification shall survive repayment of the loan.

d.[illegible] For the purpose of this Mortgage, "Hazardous Materials" shall mean and shall include any hazardous, toxic or dangerous waste, substance or material [illegible] "Superfund" or "Superlien" law, ordinance, code, rule, regulation, order, decree or other requirement of any governmental authority regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material [illegible] hereafter may be in effect including the laws, ordinances and regulations of the State of Illinois, its agencies and political subdivisions.

32. That wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall mean [illegible] the undersigned [illegible] subsequent owner or owners of the Premises, the word "Mortgagee" shall mean "Mortgagee or any subsequent holder or holders of this Mortgage", the word "person" shall mean "an individual, corporation, partnership or unincorporated association", and the word "Premises" shall include the real estate hereinbefore described, together with all improvements thereon, fixtures and equipment therein, condemnation awards [illegible] rights and property interests at any time made subject to the lien of this Mortgage by the terms hereof, and pronouns of any gender shall include the other gender, and either the singular or plural shall include the other.

33. MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM [illegible] THIS MORTGAGE [illegible]

34. That this Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

35. Any part of the security herein described may be released by the Mortgagee without affecting the lien hereof on the remainder. The liability of the Mortgagor and any Guarantor on said Note shall continue in full force and effect until all sums due Mortgagee hereunder are paid in full and any contingent or other unliquidated liabilities are liquidated and paid. Mortgagee may, by written and signed agreement with the then record owner of said premises, or with the heirs, executors, administrators, devisees, successors or assigns of such record owner, or with any one or more persons liable, whether primarily or secondarily, for the payment of any indebtedness secured hereby, without notice to any other of said persons, extend the time of payment of said indebtedness, or any part hereof, without thereby modifying or affecting the lien of this mortgage or releasing any such person from any liability for such indebtedness, and this mortgage shall be security for all additional interest under such extension agreement; and the granting of any extension or extensions of time payment of the Note or interest thereof either to the maker or to any other person, or the releasing of a portion of the security hereof, or taking other or additional security for payment of said indebtedness, or waiver of or failure to exercise any right to mature or to enforce the whole debt under any covenant or stipulation herein contained, or extending the time of payment of any other indebtedness or liability secured hereby, shall not in any wise affect this Mortgage or the rights of the Mortgagee hereunder, or operate as a release from any liability upon said Note or said indebtedness under any covenant or stipulation herein contained.

36. Upon payment in full of all sums due Mortgagee under this Mortgage and the Note secured thereby upon written request of Mortgagor, the Mortgagee shall cause a release of this Mortgage and any related security filings to be prepared and issued to Mortgagor upon the payment to Mortgagee of its then reasonable charges and costs for preparation and issuance. In the event that this Mortgage is released and contingent on other unliquidated liabilities hereunder of Mortgagor to Mortgagee shall become liquidated, then this Mortgage and the Note secured hereby along with related security agreements shall be deemed reinstated.

37. That in the event any provisions of this Mortgage is ruled invalid or unenforceable in whole or in part, by a court of competent jurisdiction, such invalid or unenforceable provision shall be deleted or modified to the extent required to make such provision valid and enforceable as if such invalid or unenforceable provisions had never been included herein or were included herein only to the extent that said provisions are valid and enforceable. This Mortgage shall remain fully effective according to its terms after such deletions or modifications.

38. If this instrument is executed by a land Trustee as Mortgagor, it shall be deemed executed by such land trustee Mortgagor not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by Mortgagor are undertaken by it solely as Trustee as foresaid, and not individually, and no personal liability shall be asserted or enforceable against Mortgagor by reason of anything contained in said instrument, or in any previously executed

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document whether or not executed by said Mortgagor as Trustee as aforesaid, relating to the premises, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder as to such land trustee Mortgagor solely. The provisions of this paragraph shall not effect the liability of any other person to Mortgagee pursuant to the terms and conditions of documents executed by such person and relating to this Mortgage.

IN WITNESS WHEREOF, this Mortgage has been duly executed the day and year first above written.

STANDARD BANK AND TRUST COMPANY
a/t/u/t/a dated 12/14/89 a/k/a
Trust 12437 and not personally.

By: ____________________
Vice President

ATTEST:

By: ____________________
Asst. Secretary

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Diane Nolan, a notary public in and for and residing in said County, in the State aforesaid, do hereby certify that DENNIS RADEK and LINDA M. KRAJEWSKI, being VicePresident and Asst. Secretary, respectively, of STANDARD BANK AND TRUST COMPANY, an Illinois Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst. 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 corporation as Trustee for the uses and purposes therein acknowledged that the said Assistant Secretary as custodian of the corporate seal of the said corporation did affix the corporate seal of said corporation to said instrument, as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said corporation as Trustee for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of December, 1989.

Diane M. Nolan
Notary Public

"OFFICIAL SEAL"
DIANE M. NOLAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-20-93

PREPARED BY AND MAIL TO:

JAMES B. CARROLL & ASSOCIATES
ATTORNEY AT LAW
2400 WEST 95TH STREET-5TH FLOOR
EVERGREEN PARK, ILLINOIS 60642
708-422-3766

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. DEPT-01 RECORDING $33.00
. T#2222 TRAN 9733 12/26/89 10:23:00
. #7451 # E *-89-614063
. COOK COUNTY RECORDER

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