

THIS MORTGAGE dated MARCH 17, 19 82 is between CAPITOL BANK OF CHICAGO, not personally, but as Trustee under a Trust Agreement dated FEB. 1, 19 82, and known as Trust No. 313 ("Mortgagor") and the Lakeside Bank, 2268 Martin Luther King Drive, Chicago, Illinois ("Mortgagee").

WITNESSETH:

Mortgagor has executed a Term Note (the Note) dated as of the same date of this Mortgage, payable to the order of Mortgagee, in the principal amount of FOUR HUNDRED TWENTY EIGHT THOUSAND Dollars (\$ 428,000.00) (the Principal), plus interest at the rate equal to the Variable Rate Index as it varies from time to time. Interest on the Note shall begin to accrue on the date of the first disbursement of Principal and shall continue to accrue on the disbursed Principal balance remaining from time to time unpaid. Interest on the Note shall be due and payable monthly. Monthly interest payments shall begin on the twentieth (20th) day of the month following the month of the first disbursement of Principal and shall continue on the twentieth (20th) day of each successive month thereafter until maturity. The total amount of the disbursed and unpaid Principal balance and unpaid interest shall be due and payable no later than ten years from the date of the Note (the Maturity Date). Interest shall accrue at the rate of four (4%) percent per annum in excess of the Variable Rate Index as it varies from time to time, after the Maturity Date or upon an event of default, whichever of these events occurs earlier, until all Liabilities are paid. "Variable Rate Index" means that interest rate reported as the "Prime Rate" (or the highest rate if more than one rate is reported as the "Prime Rate") in the "Money Rates" column of the Wall Street Journal. If the Wall Street Journal discontinues the reporting of the "Prime Rate," the Variable Rate Index will become the rate of interest announced by The First National Bank of Chicago, its successors and assigns, as its prime interest rate. The maximum rate of interest on this loan will not exceed 18 % per annum.

To secure payment of the indebtedness evidenced by the Note and the hereinafter defined Liabilities, including any and all renewals and extensions of the Note, Mortgagor does by these presents CONVEY, MORTGAGE and WARRANT unto Mortgagee and Mortgagee's successors and assigns, all of Mortgagor's estate, right, title and interest in the real estate situated, lying and being in the County of COOK, and State of Illinois, legally described as follows:

SEE LEGAL RIDER ATTACHED

The above-described real estate is referred to herein as the "Premises", together with all improvements, buildings, tenements, hereditaments, appurtenances, gas, oil, minerals, easements located in, on, over or under the Premises, and all types and kinds of fixtures, apparatus, machinery and equipment, including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on the Premises or hereafter erected, installed or placed on or in the Premises, or whether or not physically attached to the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities as between the parties hereto and all persons claiming by, through or under them. Non-purchase money security interests in household goods are excluded from the security interest granted herein. The Permanent Index Number of the Premises is 01-03-100-038 AND 01-03-100-028

Mortgagor does hereby pledge and assign to Mortgagee, all leases, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that upon a Default, as hereinafter defined, shall occur or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.

Further, Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

This Mortgage secures a line of credit, which is available to Mortgagor. Subject to the terms of the Note, Mortgagor may from time to time borrow, repay and reborrow portions of Principal, provided the aggregate outstanding Principal balance of the Note shall not exceed the stated Principal amount of the Note. This Mortgage secures each and every disbursement of Principal or advance made under the Note, this Mortgage or any other loan documents delivered in connection with the Note and this Mortgage ("Loan Documents") or as permitted by law, but not to exceed at any time outstanding the maximum amount of the Liabilities, which are secured by this Mortgage. This Mortgage also secures the obligation of Mortgagee under the Loan Documents to advance funds from time to time as therein provided. The lien of this Mortgage shall remain in full force and effect as security for the obligation of Mortgagee to advance funds from time to time, as provided in the Loan Documents, until this Mortgage is duly released by Mortgagee. Each new advance of the proceeds of this Mortgage shall relate back to the date of recording of this Mortgage. Each advance of the proceeds of this Mortgage shall be entitled to equal parity with respect to the lien of this Mortgage and shall relate back to the date of the recording of this Mortgage irrespective of any payments applied toward this Mortgage, which reduce this Mortgage lien pro tanto or pay off the Liabilities. Each advance by Mortgagee of the proceeds of this Mortgage shall be deemed a re-delivery of this Mortgage by Mortgagor to Mortgagee as security for such advance. Each disbursement of the proceeds of this Mortgage shall be made to Mortgagor, or any of them, or a person or party designated by Mortgagor.

Further, Mortgagor covenants and agrees as follows:

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage, free from any encumbrances, mechanic's liens or other liens or claims for lien, unless otherwise permitted in advance in writing by Mortgagee; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee; and (g) refrain from impairing or diminishing the value of the Premises.

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UNOFFICIAL COPY

SHARON K CROWLEY
ASSISTANT TRUST OFFICER

JOHN E. HOULIHAN
SR. VICE PRESIDENT & TRUST OFFICER

AND NOT PERSONALLY

FEB. 1, 19 82 and known as Trust No. 313

As Trustee Under a Trust Agreement Dated
CAPITOL BANK OF CHICAGO

WITNESS the hand _____ and seal _____ of Mortgagee the day and year set forth above.

21. This Mortgage has been made, executed and delivered to Mortgagee in Chicago, Illinois, and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

20. In the event the Mortgagee is a land trustee, then this Mortgagee is executed by the undersigned, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is concerned, is payable only out of the trust estate which in part is securing the payment of the Note, and through enforcement of the provisions of the Note and any other collateral or guaranty from time to time securing payment hereof; no personal liability shall be asserted or be enforceable against the undersigned, as trustee, because or in respect of this Mortgage or the making issue or transfer thereof, all such personal liability of the trustee, if any, being expressly waived in any manner.

19. Mortgagee has the right to prepay the Note in whole or in part at any time, without penalty or premium. In the event the Mortgagee is a land trustee, then this Mortgagee is executed by the undersigned, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is concerned, is payable only out of the trust estate which in part is securing the payment of the Note, and through enforcement of the provisions of the Note and any other collateral or guaranty from time to time securing payment hereof; no personal liability shall be asserted or be enforceable against the undersigned, as trustee, because or in respect of this Mortgage or the making issue or transfer thereof, all such personal liability of the trustee, if any, being expressly waived in any manner.

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee. The word "Mortgagee" when used herein shall include all persons liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. Each Mortgagee shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.

17. Mortgagee shall release this Mortgage by a proper release upon written request of Mortgagee and upon payment in full of the Note and all liabilities.

16. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

15. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.

14. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagee at the time of application for the receiver and without regard to the value of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagee, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises during the statutory redemption period. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of the judgment, or the deficiency judgment against Mortgagee or any guarantor of the Note in case of a foreclosure sale and deficiency.

13. The proceeds of a foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are mentioned in the preceding paragraph; second, all other liens which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note or the Liabilities, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities; fourth, any surplus to Mortgagee or Mortgagee's heirs, legal representatives, successors or assigns, as their rights may appear.

12. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax and lien searches and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note, when paid or incurred by Mortgagee. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate or bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) preparations for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit, or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

11. Mortgagee shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax and lien searches and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note, when paid or incurred by Mortgagee. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate or bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) preparations for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit, or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

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Mortgagee or any guarantor of the Note may have been or may be a member of those partnerships. The term "Liabilities" includes a special debt of \$10.00, which represents the initial debt secured by this Mortgage. Except as provided herein, no payments of the Liabilities nor credits from Mortgagee to Mortgagee shall in any way be applied to this special debt of \$10.00. The special debt of \$10.00 shall bear no interest. This special debt of \$10.00 can only be extinguished by execution and delivery by Mortgagee to Mortgagee of a formal release or satisfaction of this Mortgage. Among other things, this special debt of \$10.00 shall keep the lien of this Mortgage effective at all times until such a release is executed and delivered by Mortgagee. In the event that an error (clerical, computer or otherwise) in Mortgagee's records reflects the outstanding balance of this Mortgage to be zero, then such error shall be without legal effect and the aforesaid special debt of \$10.00 shall remain until a formal release or satisfaction of this Mortgage is executed and delivered by Mortgagee. Notwithstanding the foregoing, in no event shall the Liabilities outstanding at any time in excess of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00), including the Note and all sums due under this Mortgage.

This statement is based solely upon information and belief, upon information furnished by the beneficiary or beneficiaries of the aforesaid trust. The undersigned has no personal knowledge of any of the facts stated herein.

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2. Mortgagor shall pay, when due and before, any penalty attaches, all general taxes, special taxes, special assessments, water charges, drainage charges, sewer service charges, and any other taxes, assessments or charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagee duplicate receipts for such taxes, assessments and charges. To prevent Default hereunder Mortgagor shall pay in full prior to such tax, assessment or charge becoming delinquent under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagor may desire to contest.

3. Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgagor shall not procure, permit or accept any prepayment of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid, without Mortgagee's prior written consent.

4. Any awards of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferred, assigned and shall be paid to Mortgagee and the proceeds or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagee, to execute and deliver valid acquittances and to appeal from any such award.

5. No remedy or right of Mortgagee hereunder shall be exclusive. Each right and remedy of Mortgagee with respect to this Mortgage, the Liabilities or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or omitting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, nor shall it affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

6. Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandalism and such other hazards as may from time to time be evidenced by the Note so insured. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvements on the Premises and, in no event less than the Principal amount of the Note. All policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Mortgagee. Mortgagor shall deliver all insurance policies, including additional and renewal policies, to Mortgagee, in case of insurance about to expire. Mortgagor shall deliver to Mortgagee renewal policies not less than ten days prior to the respective dates of expiration.

7. Upon Default by Mortgagor hereunder, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal and/or interest on any encumbrances affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or constitute any tax or assessment. All moneys paid for any of the purposes hereunder authorized and all expenses paid or incurred in connection with the exercise of any of the powers herein authorized shall be advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of Mortgagee.

8. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges or encumbrances, Mortgagee may do so according to any bill, statement or estimate received from the appropriate public office without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of any tax, encumbrance, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Upon Default, and when the Default becomes known to an elected or appointed officer of Mortgagee, at the sole option of Mortgagee, the Note and any other Liabilities shall become immediately due and payable and Mortgagee shall pay all expenses of Mortgagee including attorneys' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other assets incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage means any one or more of the events, conditions or acts defined as an event of default in the Note, including but not limited to the failure of Mortgagee to comply with or to perform any representation, warranty, term, condition, covenant or agreement contained in his Mortgage, the Note or any instrument securing any Liabilities. Mortgagor can obtain advances of the proceeds of this Mortgage by submitting drafts for payment to Mortgagee. Subject to the terms of the Note, this Mortgage and the Loan Documents, Mortgagee has an obligation to honor any draft secured by this Mortgage, which obligation shall continue in full force and effect until a Default has occurred and is actually known to an elected or appointed officer of Mortgagee. The date and time when an elected or appointed officer of Mortgagee obtains actual knowledge of the Default shall be noted in writing on Mortgagee's records.

10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagee or an encumbrance of any kind, conveyance, contract to sell, or transfer of ownership, or any part thereof, or transfer of occupancy or possession of the Premises or any part thereof, or transfer of ownership, or any beneficial interest or power of direction in a trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.

11. "Liabilities" means all obligations of Mortgagee for payment of any and all amounts due under the Note and of any indebtedness, or contractual duty of every kind and nature of Mortgagee or any guarantor of the Note to Mortgagee, however created, arising or evidenced, whether direct or indirect, absolute or contingent, joint or several, now or hereafter existing, including renewals and extensions of the Note and any other indebtedness, due or to become due and of any Liabilities, includes all of the indebtedness created or arising while

12. Mortgagor shall pay, when due and before, any penalty attaches, all general taxes, special taxes, special assessments, water charges, drainage charges, sewer service charges, and any other taxes, assessments or charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagee duplicate receipts for such taxes, assessments and charges. To prevent Default hereunder Mortgagor shall pay in full prior to such tax, assessment or charge becoming delinquent under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagor may desire to contest.

13. Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgagor shall not procure, permit or accept any prepayment of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid, without Mortgagee's prior written consent.

14. Any awards of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferred, assigned and shall be paid to Mortgagee and the proceeds or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagee, to execute and deliver valid acquittances and to appeal from any such award.

15. No remedy or right of Mortgagee hereunder shall be exclusive. Each right and remedy of Mortgagee with respect to this Mortgage, the Liabilities or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or omitting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, nor shall it affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

16. Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandalism and such other hazards as may from time to time be evidenced by the Note so insured. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvements on the Premises and, in no event less than the Principal amount of the Note. All policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Mortgagee. Mortgagor shall deliver all insurance policies, including additional and renewal policies, to Mortgagee, in case of insurance about to expire. Mortgagor shall deliver to Mortgagee renewal policies not less than ten days prior to the respective dates of expiration.

17. Upon Default by Mortgagor hereunder, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal and/or interest on any encumbrances affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or constitute any tax or assessment. All moneys paid for any of the purposes hereunder authorized and all expenses paid or incurred in connection with the exercise of any of the powers herein authorized shall be advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of Mortgagee.

18. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges or encumbrances, Mortgagee may do so according to any bill, statement or estimate received from the appropriate public office without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of any tax, encumbrance, assessment, sale, forfeiture, tax lien or title or claim thereof.

19. Upon Default, and when the Default becomes known to an elected or appointed officer of Mortgagee, at the sole option of Mortgagee, the Note and any other Liabilities shall become immediately due and payable and Mortgagee shall pay all expenses of Mortgagee including attorneys' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other assets incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage means any one or more of the events, conditions or acts defined as an event of default in the Note, including but not limited to the failure of Mortgagee to comply with or to perform any representation, warranty, term, condition, covenant or agreement contained in his Mortgage, the Note or any instrument securing any Liabilities. Mortgagor can obtain advances of the proceeds of this Mortgage by submitting drafts for payment to Mortgagee. Subject to the terms of the Note, this Mortgage and the Loan Documents, Mortgagee has an obligation to honor any draft secured by this Mortgage, which obligation shall continue in full force and effect until a Default has occurred and is actually known to an elected or appointed officer of Mortgagee. The date and time when an elected or appointed officer of Mortgagee obtains actual knowledge of the Default shall be noted in writing on Mortgagee's records.

20. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagee or an encumbrance of any kind, conveyance, contract to sell, or transfer of ownership, or any part thereof, or transfer of occupancy or possession of the Premises or any part thereof, or transfer of ownership, or any beneficial interest or power of direction in a trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.

21. "Liabilities" means all obligations of Mortgagee for payment of any and all amounts due under the Note and of any indebtedness, or contractual duty of every kind and nature of Mortgagee or any guarantor of the Note to Mortgagee, however created, arising or evidenced, whether direct or indirect, absolute or contingent, joint or several, now or hereafter existing, including renewals and extensions of the Note and any other indebtedness, due or to become due and of any Liabilities, includes all of the indebtedness created or arising while

22. Mortgagor shall pay, when due and before, any penalty attaches, all general taxes, special taxes, special assessments, water charges, drainage charges, sewer service charges, and any other taxes, assessments or charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagee duplicate receipts for such taxes, assessments and charges. To prevent Default hereunder Mortgagor shall pay in full prior to such tax, assessment or charge becoming delinquent under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagor may desire to contest.

23. Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgagor shall not procure, permit or accept any prepayment of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid, without Mortgagee's prior written consent.

24. Any awards of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferred, assigned and shall be paid to Mortgagee and the proceeds or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagee, to execute and deliver valid acquittances and to appeal from any such award.

25. No remedy or right of Mortgagee hereunder shall be exclusive. Each right and remedy of Mortgagee with respect to this Mortgage, the Liabilities or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or omitting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, nor shall it affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

26. Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandalism and such other hazards as may from time to time be evidenced by the Note so insured. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvements on the Premises and, in no event less than the Principal amount of the Note. All policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Mortgagee. Mortgagor shall deliver all insurance policies, including additional and renewal policies, to Mortgagee, in case of insurance about to expire. Mortgagor shall deliver to Mortgagee renewal policies not less than ten days prior to the respective dates of expiration.

27. Upon Default by Mortgagor hereunder, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal and/or interest on any encumbrances affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or constitute any tax or assessment. All moneys paid for any of the purposes hereunder authorized and all expenses paid or incurred in connection with the exercise of any of the powers herein authorized shall be advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of Mortgagee.

28. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges or encumbrances, Mortgagee may do so according to any bill, statement or estimate received from the appropriate public office without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of any tax, encumbrance, assessment, sale, forfeiture, tax lien or title or claim thereof.

29. Upon Default, and when the Default becomes known to an elected or appointed officer of Mortgagee, at the sole option of Mortgagee, the Note and any other Liabilities shall become immediately due and payable and Mortgagee shall pay all expenses of Mortgagee including attorneys' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other assets incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage means any one or more of the events, conditions or acts defined as an event of default in the Note, including but not limited to the failure of Mortgagee to comply with or to perform any representation, warranty, term, condition, covenant or agreement contained in his Mortgage, the Note or any instrument securing any Liabilities. Mortgagor can obtain advances of the proceeds of this Mortgage by submitting drafts for payment to Mortgagee. Subject to the terms of the Note, this Mortgage and the Loan Documents, Mortgagee has an obligation to honor any draft secured by this Mortgage, which obligation shall continue in full force and effect until a Default has occurred and is actually known to an elected or appointed officer of Mortgagee. The date and time when an elected or appointed officer of Mortgagee obtains actual knowledge of the Default shall be noted in writing on Mortgagee's records.

30. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagee or an encumbrance of any kind, conveyance, contract to sell, or transfer of ownership, or any part thereof, or transfer of occupancy or possession of the Premises or any part thereof, or transfer of ownership, or any beneficial interest or power of direction in a trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.

31. "Liabilities" means all obligations of Mortgagee for payment of any and all amounts due under the Note and of any indebtedness, or contractual duty of every kind and nature of Mortgagee or any guarantor of the Note to Mortgagee, however created, arising or evidenced, whether direct or indirect, absolute or contingent, joint or several, now or hereafter existing, including renewals and extensions of the Note and any other indebtedness, due or to become due and of any Liabilities, includes all of the indebtedness created or arising while

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EXHIBIT A'

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THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, THAT IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4; THENCE NORTH ALONG THE WEST LINE OF SAID NORTHWEST 1/4 504 FEET MORE OR LESS TO A POINT 2378 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE NORTH 89 DEGREES 57 MINUTES EAST IN A STRAIGHT LINE PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4 233.0 FEET; THENCE NORTH 37 DEGREES 24 MINUTES EAST IN A STRAIGHT LINE 134.50 FEET TO A POINT 314.80 FEET EAST OF THE WEST LINE OF SAID NORTHWEST 1/4, AS MEASURED ON A LINE PARALLEL WITH THE NORTH LINE THEREOF (HEREIN REFERRED TO AS THE PLACE OF BEGINNING); THENCE NORTH 86 DEGREES 05 MINUTES EAST (NORTH 86 DEGREES 04 MINUTES 12 SECONDS EAST-MEASURED), A DISTANCE OF 198.45 FEET (199.83 FEET-MEASURED); THENCE SOUTH 0 DEGREES 08 MINUTES 50 SECONDS EAST (SOUTH 0 DEGREES 10 MINUTES 25 SECONDS EAST-MEASURED); ALONG A LINE WHICH IF EXTENDED WOULD INTERSECT THE SOUTHERLY LINE OF SAID NORTHWEST 1/4 AT A POINT 513.43 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 (AS MEASURED ALONG SAID SOUTHERLY LINE); A DISTANCE OF 99.53 FEET (99.88 FEET-MEASURED); THENCE NORTH 89 DEGREES 51 MINUTES 10 SECONDS EAST (NORTH 89 DEGREES 49 MINUTES 35 SECONDS EAST-MEASURED); A DISTANCE OF 152.49 FEET (152.71 FEET-MEASURED); THENCE NORTH 0 DEGREES 08 MINUTES 50 SECONDS WEST (NORTH 0 DEGREES 06 MINUTES 33 SECONDS WEST-MEASURED); A DISTANCE OF 338.88 FEET (339.00 FEET-MEASURED); THENCE SOUTH 86 DEGREES 23 MINUTES 05 SECONDS EAST, A DISTANCE OF 644.05 FEET TO A POINT IN THE CENTERLINE OF BRINKER ROAD 2061.61 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 (AS MEASURED ALONG THE CENTERLINE OF SAID ROAD); THENCE NORTH ALONG THE CENTERLINE OF SAID ROAD TO A POINT 660.0 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE WEST A DISTANCE OF 655.70 FEET MORE OR LESS TO A POINT 644.10 FEET EAST OF THE WEST LINE OF SAID NORTHWEST 1/4 AND 660.0 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH A DISTANCE OF 759.0 FEET TO A POINT 642.0 FEET EAST OF THE WEST LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 89 DEGREES 43 MINUTES 52 SECONDS WEST-MEASURED ON A LINE PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4; A DISTANCE OF 387.0 FEET (387.86 FEET-MEASURED); TO A POINT WHICH IS 255.0 FEET EAST OF THE WEST LINE OF SAID SECTION; THENCE SOUTH 3 DEGREES 59 MINUTES 34 SECONDS EAST-MEASURED; A DISTANCE OF 851.30 FEET MORE OR LESS (851.45 FEET-MEASURED) TO THE POINT HEREIN BEFORE MENTIONED AS THE PLACE OF BEGINNING (EXCEPT THAT PART OF SAID PROPERTY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTER LINE OF BRINKER ROAD 1476.15 FEET (AS MEASURED ALONG SAID CENTER LINE) SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE NORTHERLY ALONG THE CENTER LINE OF BRINKER ROAD 185.55 FEET TO AN ANGLE POINT IN SAID CENTER LINE, CONTINUING THENCE NORTHERLY ALONG THE CENTER LINE OF BRINKER ROAD A DISTANCE OF 630.60 FEET TO A POINT 660.0 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE WEST A DISTANCE OF 655.70 FEET MORE OR LESS TO A POINT 644.10 FEET EAST OF THE WEST LINE OF SAID NORTHWEST 1/4 AND 660.0 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH A DISTANCE OF 759.0 FEET TO A POINT 642.0 FEET EAST OF THE WEST LINE OF SAID NORTHWEST 1/4, CONTINUING THENCE SOUTH 0 DEGREES 22 MINUTES 46 SECONDS EAST MEASURED ALONG THE SAME STRAIGHT LINE A DISTANCE OF 57.11 FEET (57.09 FEET-MEASURED); THENCE NORTH 89 DEGREES 40 MINUTES 20 SECONDS EAST-MEASURED, PARALLEL) WITH THE NORTH LINE OF SAID PROPERTY A DISTANCE OF 655.60 FEET (655.68 FEET-MEASURED); TO THE POINT OF BEGINNING, CONTAINING 15.93 ACRES MORE OR LESS, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 20 BRINKER RD.
BARRINGTON, IL. 60010

PIN#'S: 01-03-100-038
01-03-100-028

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05/20/13