

- 4. Interest Rate Changes: See Note
 - 3. Payments and Maturity Date of Loan: See Note \$10,000.00.
 - 2. Additional advances in an amount up to and including incorporated herein and made a part hereof.
- the interest and the monthly payments, which provisions are Paragraphs 3 and 4 of said Promissory Note provide for changes in which provisions are incorporated herein and made a part hereof. calculation and payment of interest are contained in the Note, 1, 1991, as provided in said Note. Provisions governing the and other amounts as therein and herein provided being due July interest only with all outstanding accrued interest, principal hereinafter specifically described, in monthly installments of portion of the trust estate subject to said Trust Agreement and as therein provided the Mortgagor promises to pay out of that DOLLARS (\$125,000.00) which Note, together with interest thereon principal sum of ONE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 delivered to the Mortgagor, bearing even date herewith in the "Note", executed concurrently herewith by the Mortgagor and
1. The payment of a Promissory Note (hereinafter TO SECURE,

and waive.
 TO HAVE TO HOLD all of said property, with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release

TOGETHER with all building, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter thereon or thereon the furnishings of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, attached floor coverings, screen doors, venetian blinds, in-door beds, awnings, stoves, water heaters and washing and drying machines (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises, either now due or hereafter to become due, all of which are hereby pledged, assigned, transferred and set over unto the Mortgagee (and hereinafter referred to as the "Property").

SEE RIDER "A" ATTACHED FOR LEGAL DESCRIPTION

THIS INDENTURE WITNESSETH: That the undersigned, LASALLE NATIONAL BANK, a national banking association of Chicago, Illinois, and duly authorized to transact business in the State of Illinois, not personally, but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated September 21, 1967, and known as Trust Number 36391, (hereinafter referred to as the Mortgagor), does by these presents Mortgage, grant, remise, release, alien and convey unto ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America (hereinafter referred to as the Mortgagee or the Association), its successors and assigns the following real estate situated in the County of Cook, in the State of Illinois, to wit:

M O R T G A G E

DATE: JULY 1, 1969 \$18.00
 (This Mortgage is a Second Mortgage)

Loan No. 14-331271-7

1969 JUL 19 PM 3:26 09329663 89229663

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The MORTGAGOR covenants and agrees:

This Mortgage is given to secure a "Revolving Credit" loan as defined in Illinois Revised Statutes, Ch. 17, Section 6405 and secures not only the indebtedness from the Mortgagor to the Mortgagor existing on the date hereof but all such future advances, whether such advances are obligatory or to be made at the option of the Mortgagor, or otherwise, as are made within twenty years from the date of this Mortgage, to the same extent of this Mortgage, although there may be no advance made at the time of execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed a maximum principal amount of \$125,000.00, plus \$10,000.00 additional advances, plus interest thereon, and any disbursements made by Mortgagor for the payment of taxes, special assessments, or insurance on the above described real estate, with interest on such disbursements.

A. To pay said indebtedness and the interest thereon as herein and in said Promissory Note, provided, or according to any agreement extending the time of payment thereof;

B. To pay or cause to be paid on or before the due date:

(1) All taxes and charges on account of the use, occupancy or operation of the property, including but not limited to all sales, use, occupation, real and personal property taxes, tax equivalents, all permit and inspection fees, occupation and license fees and all water, gas, electric light, power or other utility charges assessed or charged on or against the property or on account of the underinsured use or occupancy thereof or the activities conducted thereon or therein; and

(2) All taxes, equivalents, assessments, general and special, ordinary and extraordinary, of every name and kind, which shall be taxes, levied, imposed, or assessed upon all or any part of the property, or the interest of the undersigned or the Association or either of them in and to the property.

If under applicable law, any such tax, charge, fee, rate, imposition or assessment may at the option of the taxpayer be paid in installments, the undersigned may exercise such option. The undersigned may contest any such tax, charge, fee, rate, imposition or assessment in the manner provided by law, but only if the undersigned has first paid the same in full "under protest." The undersigned shall furnish the Association, within thirty (30) days after the due date, duplicate receipts for all payments of general real estate taxes or special assessments, and upon request of the Association, evidence satisfactory to the Association of the payment of all other taxes, charges, fees, rates, impositions or assessments.

3. To keep the improvements now or hereafter upon said premises insured to such amounts and against such hazards as the Mortgagor may require to be insured against until said indebtedness is fully paid, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagor; such insurance policies shall remain with the Mortgagor during said period, and contain the usual clause satisfactory to the Mortgagor making them payable to the Mortgagor; and in case of loss under such policies, the Mortgagor is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers, and releases required of it to be signed by the Mortgagor for such purpose; and the Mortgagor is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but all payments required under the Note on this Mortgage shall continue until said indebtedness is paid in full.

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4. Without regard to the availability or adequacy of any casualty insurance proceeds or eminent domain awards, immediately after destruction or damage, to commence and complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises to substantially the same character as prior to such damage or destruction, unless the Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage;

5. To keep said premises in good condition and repair without waste, and free from any mechanic's lien or other lien or claim of lien not expressly subordinate to the lien hereof except that Mortgagee may (subject to Mortgagee's options contained in paragraph (B) hereof), in good faith and with reasonable diligence, contest the validity or amount of any lien not expressly subordinate to the lien hereof, and defer payment and discharge thereof during the pendency of such contest, provided: (1) that such contest shall have the effect of preventing the sale or foreclosure of the premises or any part thereof, or any interest therein, to satisfy such lien; (11) that, within ten (10) days after Mortgagee has been notified of the assertion of such lien, Mortgagee shall have notified Mortgagee in writing of Mortgagee's intention to contest such lien; and (111) that Mortgagee shall have deposited with Mortgagee at its office in Arlington Heights, Illinois or at such other place as Mortgagee may from time to time in writing appoint, a sum of money which shall be sufficient in the judgment of Mortgagee to pay in full such lien and all interest which might become due thereon, and shall keep on deposit an amount so sufficient at all times, in increasing such amount to cover additional interest whenever, in the judgment of Mortgagee such increase is needed. Such deposits are to be held without any allowance of interest. If Mortgagee shall fail to prosecute such contest with reasonable diligence or shall fail to pay amount of the lien plus any interest finally determined to be due upon the conclusion of such contest, to the extent such amount exceeds the amount which Mortgagee will pay as provided below, or shall fail to maintain sufficient funds on deposit as hereinabove provided, Mortgagee may, at its option apply the money so deposited in payment of or on account of such lien, or that part thereof then unpaid, together with all interest thereon. If the amount of money so deposited shall be insufficient for the payment in full of such lien, together with all interest thereon, Mortgagee shall forthwith, upon demand, deposit with Mortgagee a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full. Mortgagee shall, upon the final disposition of such contest, apply the money so deposited in full payment of such lien or that part thereof then unpaid, together with all interest thereon (provided Mortgagee is not then in default hereunder) when so requested in writing by Mortgagee and when furnished by Mortgagee with sufficient funds to make payment in full and with evidence satisfactory to Mortgagee of the amount of payment to be made.

6. Not to make, suffer or permit any unilateral use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act.

7. To comply with all requirements of law with respect to the mortgaged premises and the use thereof;

8. Not to make, suffer or permit without the written permission of the Mortgagee being first had or obtained:

a. any use of the property for any purpose other than that for which it is now used;

b. any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter on said property;

c. any purchase on conditional sale, lease or agreement under which a title is reserved in vendor, or any apparatus, fixtures or equipment to be placed in or upon any building or improvements on said property.

B. In the event of failure of the undersigned to make any payment of whatever nature, periodic or otherwise, required by

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the terms hereof or by the provisions of said Note secured hereby, the Association may, at its option, discharge such obligation of the undersigned by itself advancing such payment or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the property or contest any tax assessment; and in that event, all such advances shall be added to the unpaid balance under said Note as of the day on which such advance is made, and the advance and interest thereon shall be secured hereby.

C. This Mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this Mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the Mortgage debt and shall increase the unpaid balance of the Note hereby secured by the amount of such advance and shall be a part of said Note under all of the terms of said Note and this contract as fully as if a new such Note and contract were executed and delivered. An additional Advance Agreement may be given and accepted for such advance and provisions may be made for different monthly payments and a different interest rate and other expense modifications of the contract; but in all other respects this contract shall remain in full force and effect as to such indebtedness, including all advances.

D. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagee's behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagee will repay upon demand any money paid or disbursed by Mortgagee for any of the above purposes (including reasonable attorney's fees and other expenses) and such money, together with interest thereon at the rate applicable under the terms of the Note hereby secured shall become so much additional indebtedness secured by this Mortgage with the same priority as the original indebtedness and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing money as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any money for any purpose not to do any act hereunder and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

B. That it is the intent hereof to secure payment of said Note and obligation whether the entire amount shall have been advanced to the Mortgagee at the date hereof, or at a later date, and to secure any other amount or amount that may be added to the Mortgage indebtedness under the terms of this Mortgage contract.

F. At the option of the holder of the Note and obligating hereby secured and without notice of the Mortgagee, or to any endorser or guarantor of said Note, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in said Note or Mortgage to the contrary become immediately due and payable (1) if the Mortgagee sells or conveys, contracts to convey, or further encumbers said premises or any portion thereof, or (2) if ownership of said premises becomes vested in person other than the undersigned, or (3) if the owner or owners as of the date of the execution of this Mortgage, or a beneficial interest under the Trust Agreement described in the first paragraph hereof assign, transfer, or encumber said beneficial interest or any portion thereof or (4) if said beneficial interest or a portion thereof becomes vested in a person other than the owner or owners aforesaid; nor shall acceptance of any payment required by said Note or on account of said indebtedness after the occurrence or any such contingency be taken as a waiver of such option.

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6. That time is of the essence hereof and it default be made in performance of any covenant herein contained or in making renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or if proceedings in bankruptcy be instituted by or against the Mortgagor or the said owner or owners of a beneficial interest under the said trust agreement, or if the Mortgagor or the said owner or owners of a beneficial interest under said trust agreement make an assignment for the benefit of their creditors or if their property be placed under control of, or in custody of, any court or if the Mortgagor abandons any of said property then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor or the owner or owners of a beneficial interest under the said trust agreement, and apply toward the payment of said Mortgage indebtedness, any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately.

H. Mortgagee may employ counsel for advice of other legal services at the Mortgagee's discretion in connection with (a) any dispute of whatever nature as to the debt hereby secured or the lien of this instrument or any litigation to which the Mortgagee may be made a party on account of this lien or which may affect the title to the property securing the indebtedness hereby secured, or which may affect said debt or lien; (b) preparation for the commencement of or for conduct of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not such suit is actually commenced. Mortgagee may, in connection with any of the matters in this paragraph mentioned, pay and incur at its discretion all expenses (which may be estimated as to items which are to be expended after entry of a foreclosure decree), including but not by way of limitation, court costs, publication expense, expenses of title examination, guaranty policies, recording fees, Torrens Certificates, and Sheriff's or Magistrate's commissions. All such items of expense shall become so much additional indebtedness secured hereby and shall be immediately due and payable by the Mortgagor with interest thereon at the rate then applicable under the terms of the Note hereby secured.

I. In case the mortgaged property, or any part thereof, shall be taken by eminent domain or condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or its assignees. Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award and any claim for damages for any of the property taken or damaged under the power of eminent domain or by condemnation. All easements, rents, issues and profits of said premises are specially pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement be written or verbal, and it is the intention hereby to pledge said rents, issues and profits on a parity with said real estate and not secondarily, and such pledge shall not be deemed merged in any foreclosure decree.

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Mortgagor hereby warrants that it possesses full power and authority conferred upon and vested in it as such Trustee; and but as Trustee as aforesaid in the exercise of the power and This Mortgage is executed by the Mortgagor not personally

date hereof, any interest or title to the mortgaged premises subsequent to the in its representative capacity and of the trust estate, acquiring judgment creditors of the corporate trustee, Mortgagor hereunder therein, and on behalf of each and every person except decree or behalf of the trust estate and all person beneficially interested or decree of foreclosure of this Mortgage on its own behalf, or waive any and all rights of redemption from sale under any order Said corporate trustee, Mortgagor hereunder, does hereby

herein mentioned may be exercised as often as occasion therefor the successors and assigns of the Mortgagee; and that the power upon the respective successors and assigns of the Mortgagor, and obligations under this Mortgage shall extend to and be binding used herein, shall include the plural; that all the rights and include the feminine and the neuter, and the singular, number as hereof requires, the masculine gender, as used herein, shall enforced concurrently, therewith; that whenever the context Mortgage, whether herein or by law conferred, and may be the Mortgagee is cumulative of every other right or remedy of the O. That each right, power and remedy herein conferred upon within the purview and operation of said paragraph.

principal obligation secured hereby constitutes a business loan 604 of Chapter 17 of the Illinois Revised Statutes, and that the Mortgage will be used for the purposes specified in paragraph to the property that the proceeds of the loan secured by this beneficiaries of the land trust under which Mortgagor holds title N. Mortgagor represents and has been advised by the

hereby. which fee shall be so much additional indebtedness secured hereby and the payment to Mortgagee of a reasonable release fee proper instrument upon payment to it of all indebtedness secured M. That the Mortgage shall be released by Mortgagee by

lien hereof. receiver, but he may elect to terminate any lease junior to the nullified by the appointment or entry in possession of a redemption or not, and no lease of said premises shall be allowed by statute for redemption, irrespective whether there be remain in possession until the expiration of the full period person or not, and if a receiver shall be appointed, he shall any deficiency, decree whether there be a decree therefore in the property, including the expenses of such receivership, or on or other items necessary for the protection and preservation towards the payment of the indebtedness, costs, taxes, insurance rate and before as well as after any redemption by any person, collected, maybe applied, before as well as after the foreclosure redemption (if any), and such rents, issues and profits, when collect the rents, issues and profits of said premises during the mortgagee in possession) with power to manage and rent and to appoint a receiver or Mortgagee in Possession (Mortgagee or any other holder of the Note may be appointed such receiver or occupied by the owner of the equity of redemption as a homestead, value of said premises, or whether the same shall then be of the indebtedness secured hereby, the Mortgagor, or the then solvency of the person or persons, if any, liable for the payment or any party claiming under it, and without regard to the either before or after sale, and without notice to the Mortgagor, hereunder, the court in which suit is filed may at any time, I. That upon the commencement of any foreclosure proceeding

option, or to require or enforce performance of such covenant. any way affect the right of holder thereafter to exercise such any of the covenants contained in either such instrument shall in secures, and no waiver, even though repeated, of performance of any option contained in this Mortgage or in the Note which it K. No failure even through repeated by holder to exercise

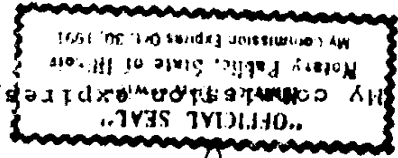
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ARLINGTON HEIGHTS, ILLINOIS 60005

Robert T. Kowall, Vice President
25 East Campbell Street
ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION

This instrument was prepared by and is to be mailed to:



79362558

Notary Public
[Signature]
A.D. 1971

GIVEN, under my hand and Notarial Seal, this 13th day of July, 1971, for the uses and purposes therein set forth
voluntary act and deed of said corporation, as Trustee as
thereo as their free and voluntary act, and as the free and
caused the corporate seal of said corporation to be affixed
President and Secretary of said corporation and
that they signed and delivered the said instrument as
appeared before me this day in person and severally acknowledged
persons whose names are subscribed to the foregoing instrument,
of said corporation, and personally known to me to be the same
personally known to me to be the
President of LASALLE NATIONAL BANK, and Assistant
Secretary of said corporation, and personally known to me to be the same
personally known to me to be the
Secretary of said corporation, and personally known to me to be the same
personally known to me to be the
I, the undersigned, a notary public in and for said county,
in the State aforesaid, DO HEREBY CERTIFY THAT

STATE OF)
COUNTY OF)
(SS.)

BY: *[Signature]*
LASALLE NATIONAL BANK
As Trustee aforesaid and
not personally
Assistant Secretary
Asst. Vice President

ATTEST: *[Signature]*
Assistant Secretary

IN WITNESS WHEREOF, the Mortgagor, not personally but as
Trustee as aforesaid, has caused these presents to be signed by
its President, and its seal to be affixed and
attested by its Secretary, this 13th day of
A.D. 1971, pursuant to authority given by
resolution, duly passed by the Board of Directors of said
(AFFIX SEAL) corporation

authority to execute this instrument. It is expressly understood
and agreed by the Mortgagee herein, and by every person now or
hereafter claiming any right or security hereunder, that nothing
contained herein or in the Note secured by this Mortgage shall be
construed as creating any personal liability on the Trustee or on
any person beneficially or otherwise interested in the property
or funds at any time subject to said trust agreement because of
in respect of this Mortgage and the Note which secures it or the
making, issue or transfer thereof, all such liability, if any,
being expressly waived, and that any recovery on this Mortgage
and the Note secured hereby shall be solely against and out of
the property hereby conveyed by enforcement of the provisions
hereof and of said Note, but this waiver shall in no way affect
the personal liability of any co-signer, surety, endorser or
guarantor of said Note.

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Property of Cook County Clerk's Office

Commonly Known As: 13.2 acres of vacant land bounded by
Algonquin Road on the north, the Northwest
Tollway on the south, Lake Briarwood
Subdivision on the east, and Clearbrook
Industrial Park on the west.

PINS: 03-15-402-024-0000 and 08-22-101-003-0000

LOTS 2, 3 AND 9 (EXCEPT THAT PART OF SAID LOT 9 TAKEN FOR
ILLINOIS STATE TOLL ROAD) IN OWNER'S SUBDIVISION OF THE WEST 1/4
ROD OF THE SOUTH EAST 1/4 AND THE EAST 46/80THS (AS MEASURED ON
THE NORTH AND SOUTH LINES) OF THE EAST 1/2 OF THE SOUTH WEST 1/4
OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD
PRINCIPAL MERIDIAN, ALSO THE NORTH EAST 1/4 OF THE NORTH WEST 1/4
OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD
PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

L E G A L D E S C R I P T I O N

R I D E R A