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(b) If the improvements consist, in whole or in part, of unfurnished apartments) all other fixtures, apparatus, equipment and articles of the type and character customarily furnished by landlords to tenants or occupants of unfurnished apartment properties in the municipality in which the premises are located.

(n) If the improvements consist of a hotel, motel, or hereafter conducted upon said premises, articles used or useful in connection with the apparatus, equipment, furniture, furnishings, and articles used or useful in connection with the hotel, motel, or furnished apartment business now

TOGETHER with all buildings improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgageor may be entitled (which are pledged primarily and on a parity with said real estate and not secondarily), and all shades, awnings, venetian blinds, screens, storm doors, storm windows, stoves and ranges, curtain fixtures, partitions, attached floor covering, now or hereafter thereon and all fixtures, apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restriction of the foregoing):

which with the property hereinafter described, is referred to herein as the "premises."

more commonly known as: 6609 West 63rd Street, Chicago, Illinois 60638

P. I. N. 19-19-201-021-0000 & 19-19-201-022-0000

Lots 3 and 4 in Block 25 in Frederick H. Bartlett's Chicago Highlands in the Northwest 1/4 of the Northeast 1/4 of Section 19, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

and assigns the following described real estate and all of its estate, right, title, and interest therein, situate, lying and being in the City of Chicago, County of Cook, and State of Illinois, to wit:

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1. Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, Etc. 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 said premises in good condition and repair, without waste, and free from mechanical liens or other claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagor; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinances; (g) suffer or permit no change in the general nature of the occupancy of the premises, without Mortgagor's written consent; (h) initiate or acquiesce in no zoning or subdivision without Mortgagor's written consent; (i) pay each term of indebtedness secured by this mortgage when due according to the terms hereof or of the Note; (j) not to suffer or permit any

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever, for the purpose and uses herein set forth, free from all rights and benefits under any statute of limitation and under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby release and waive.

It being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall for the purposes of this mortgage be deemed to be real estate and conveyed and mortgaged hereby.

(d) If the improvements consist of a commercial building, manufacturing plant, or other type of improvements useful for industrial or commercial purposes) all fixtures, apparatus, equipment and articles, other than such as constitute trade fixtures used in the operation of any business conducted upon the premises as distinguished from fixtures which relate to the use, occupancy, and enjoyment of the premises.

(c) If the improvements consist of a residence, other than an apartment type building) all washing machines, clothes dryers, waste disposal units, attached fans, ducts, automatic dishwashers, and radio and television aereals.

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4. Insurance. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured, until the indebtedness secured by this mortgage is fully paid, or in the case of foreclosure, until the expiration of any period of redemption, against loss or damage by fire and such other hazards as may reasonably be required by mortgagee, including, without limitation on the generally of the foregoing, war damage insurance whenever in the opinion of the mortgagee such protection is necessary. Mortgagee shall also provide liability insurance with such limits for personal injury and death and property damage as mortgagee may require and if required by mortgagee, flood and renter (which will assure coverage for loss of rental income for twelve (12) consecutive months) insurance. All policies of insurance

3. Payment of Taxes. Mortgagee shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to mortgagee duplicate receipts therefor. To prevent default hereunder mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which mortgagee may desire to contest.

2. Sale or Transfer of Premises or Interest Therein. Mortgagee agrees and understands that it shall constitute an event of default under this mortgage and the Note entitling the remedies herein and in the Note to be exercised if (a) the mortgagee, or any beneficiary of the mortgage, shall convey title to, or beneficial interest in, or otherwise suffer or permit any equitable or beneficial interest in the premises to become vested in any person or person, firm or corporation or other entity recognized in law or equity other than the mortgagee or the present beneficiary or beneficiaries; (b) allow any lien or security interest to attach to the premises other than the lien of this mortgage, excluding taxes and assessments not yet due and payable; (c) any articles of agreement for deed or other installment contract for deed, title or beneficial interest or land contract in the premises are entered into, or (d) any partnership interest of a partnership, if any, owning all or a portion of the beneficial interest in the mortgage is conveyed, transferred or hypothecated, in whole or in part.

(k) not to diminish or impair the value of premises or the security intended to be affected by virtue of this mortgage by any act or omission to act; (l) appear in and defend any proceeding which in the opinion of the mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the mortgagee in any proceeding in which mortgagee may participate in any capacity by reason of this mortgage; (m) not suffer or permit, without mortgagee's written consent; (1) any alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property; (2) a sale, assignment or transfer of any right, title or interest in and to any of the improvements, apparatus, fixtures or equipment which may be found in or upon the premises; (3) any change in the nature or character of the operation of the premises which will increase the intensity of the use thereof, and (4) a change or alteration of the exterior and interior structural arrangement (but not to the exclusion of others) walls, rooms, and halls.

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Notwithstanding the foregoing, it is understood and agreed (a) that deposits provided for hereunder may be held by Mortgagee in a single non-interest bearing account, and (b) that Mortgagee at its option may,

payable for the payment of an item that is due and payable. to use monies deposited for the payment of an item, not yet due and separately, it being the intention that Mortgagee shall not be obligated prior to the due date thereof, deposits for each item shall be created sufficient monies to pay any particular item at least sixty (60) days payable. For the purpose of determining whether Mortgagee has on hand such item at least sixty (60) days before the same becomes due and Mortgagee shall have received from Mortgagee adequate amounts to pay payments and such additional sums demanded shall be sufficient so that then on hand for the payment of said item plus the increased monthly additional sums as are determined by the Mortgagee so that the monies Mortgagee shall deposit immediately with Mortgagee or demand such due date, said monthly deposits shall thereupon be increased and option of the Mortgagee to pay such item sixty (60) days prior to its this purpose (it continued) would not make up a fund sufficient in the increased, and if the monthly deposits then being made by Mortgagee for are increased or Mortgagee receives information that the same will be (General and special), water and sewer charges or insurance premiums if at any time the amount of the real estate taxes, assessments

Least Sixty (60) days in advance of the due date thereof. with sufficient funds in such deposit account to pay each such item at payment, such additional amount as may be necessary to provide Mortgagee water or sewer charges, or insurance premiums or interest or amortization due date of any such real estate tax, assessment (General and special), premiums, Mortgagee shall deposit at least sixty (60) days prior to the charges, and insurance premiums for all insurance applicable to the the real estate taxes, assessments (General and special), water and sewer as the Mortgagee may prescribe, to provide security for the payment of under the Note) in an amount as determined by Mortgagee, in such manner the Note (in addition to paying the principal and interest provided for monthly installments of principal and interest as provided for under the Mortgagee in Chicago, Illinois, each month at the due date for the appoint and in the absence of such appointment, then at the office of Mortgagee, at such place as Mortgagee may from time-to-time in writing applicable to the mortgaged premises, Mortgagee agrees to pay to water and sewer charges, and insurance premiums for all insurance for the payment of real estate taxes, assessments (General and special), the security of this Mortgage and to provide security to the Mortgagee 5. Tax and Insurance Deposits. In order to more fully protect

not less than ten (10) days prior to the respective dates of expiration. In the case of insurance about to expire, shall deliver renewal policies all policies, including additional renewal policies, to Mortgagee, and, days' prior written notice to the Mortgagee, Mortgagee shall deliver thereby shall not be terminated or materially modified without Ten (10) Mortgagee, including a provision requiring that the coverage evidenced attached to all policies in favor of and in form satisfactory to to pay in full the indebtedness secured hereby) with mortgage clauses satisfactory to Mortgagee, (but in no event less than the amount needed to be furnished hereunder shall be in forms, computer, and amounts

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6. Mortgagee's Interest in and Use of Deposits. In the event of a default in any of the provisions contained in this Mortgage or in the Note, the Mortgagee may, at its option, without being required to do so, apply any monies at the time on deposit pursuant to Paragraph #5 hereof, as any one or more of the same may be applicable, or any of Mortgagee's obligations herein or in the Note contained, in such order and manner as the Mortgagee may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagee or to the then owner or owners of the mortgaged premises. Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall be held in trust to be irrevocably applied by the Mortgagee for the purposes for which made hereunder and shall not be subject to the direction or control of the Mortgagee; provided, however, that the Mortgagee shall not be liable for any failure to apply to the payment of taxes, assessments, water and sewer charges and insurance premiums any amount so deposited unless Mortgagee, while not in default hereunder, shall have requested Mortgagee in writing not less than thirty

Upon an assignment of this Mortgage, Mortgagee shall have the right to pay over the balance of such deposits in its possession to the assignee and Mortgagee shall completely released from all liability with respect to such deposits and Mortgagee shall look solely to the assignee or transferee with respect thereto. This provision shall apply to every transfer of such deposits to a new assignee. Upon full payment of the indebtedness under the Note secured by this Mortgage (or at any time prior at the election of the then holder of the Note and this Mortgage) the balance of the deposits in its possession shall be paid over to the record owner of the premises at the time of payment and no other party shall have any right or claim thereto in any event.

If the funds so deposited exceed the amount required to pay such taxes, assessments (general or special), water and sewer charges, and insurance premiums for any year, the excess shall be applied on a subsequent deposit or deposits. The Mortgagee further agrees that Mortgagee shall not be required to make payments for which insufficient funds are on deposit with the Mortgagee. Mortgagee agrees that nothing herein contained shall be construed as requiring the Mortgagee to advance other monies for such purpose and the Mortgagee shall not incur any liability for anything it may do or omit to do.

If Mortgagee fails to make any deposit required hereunder, use deposits for one item for the payment of another item then due and payable. All such deposits shall be held in escrow by Mortgagee and shall be applied by Mortgagee to the payment of the said real estate taxes, assessments (general and special), water and sewer charges, and insurance premiums, when the same become due and payable. The said deposits shall bear no interest. Failure to pay any of the aforesaid monthly deposits for ten (10) days after they are due or failure to pay any of the aforesaid additional deposits for five (5) days after demand by Mortgagee, shall be an event of default under the Note secured by this Mortgage and under this Mortgage, in which event all remedies under the Note secured by the Mortgagee and this Mortgage may be immediately exercised by the Mortgagee and, further, all monies on hand in the deposit fund may, at the option of Mortgagee, be applied in reduction of the indebtedness under the Note secured by this Mortgage.

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8. Adjustment of losses with insurer and application of proceeds of insurance. In case of loss, the Mortgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized either (a) to settle, collect, compromise and adjust, in its discretion any claim under such insurance policies without consent of Mortgagee, or (b) to allow Mortgagee to agree with the insurance company or company or companies on the amount to be paid upon the loan. In either case, Mortgagee is authorized to collect and receive any insurance money. Mortgagee agrees to sign, upon demand by Mortgagee, all receipts, vouchers and releases required of him by the companies. If Mortgagee is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease or leases which are or may be prior to the lien of this Mortgage, (b) such damage or destruction does not result in cancellation or termination of such lease, (c) the insurer does not deny liability as to the insured, and (d) such proceeds are sufficient to restore or replace the damaged or destroyed buildings or improvements in the judgment of Mortgagee, after deducting therefrom any expenses incurred in the collection thereof, which shall be used to reimburse Mortgagee for the cost of rebuilding or restoration of buildings and improvements of said premises. In all other cases, such insurance proceeds may, at the option of Mortgagee, either be applied in reduction of the indebtedness secured hereby, whether due or not, or be held by the Mortgagee and used to reimburse Mortgagee for the cost of rebuilding or restoration of buildings or improvements on said premises. The buildings and improvements shall be no restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. In the event Mortgagee is entitled to reimbursement out

7. Mortgagee's right to act. If Mortgagee fails to pay any claim, lien or encumbrance which shall have a prior lien to the lien of this indenture, or to pay, when due, any tax or assessment, or any insurance premium, or to keep the premises in repair, as aforesaid, or shall commit or permit to waste, or if there be commenced any action or proceeding affecting the premises or the title thereto, then Mortgagee, at its option, may pay such claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems advisable to prevent or cure such waste, and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therefor, and take such action therein as Mortgagee deems advisable, and for any of such purposes Mortgagee may advance such sums of money as it deems necessary. Mortgagee shall be the sole judge of the legality, validity, and priority of any such claim, lien, encumbrance, tax, assessment and premium, and of the amount necessary to be paid in satisfaction thereof. Mortgagee will pay to Mortgagee, immediately and without demand all sums of money advanced by Mortgagee pursuant to this paragraph, together with interest on each such advance at the rate set forth in the Note, and all such sums and interest thereon shall be secured hereby.

(30) days prior to the date therefor to make application of such funds to the payment of the particular taxes, assessments or insurance premiums for payment of which they were deposited, accompanied by the bills for such taxes, assessments, and insurance premiums.

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10. Prepayment privilege. At such time as the Mortgagor is not in default under the terms of the Note or under the terms of this Mortgage, the Mortgagor shall have such privilege of making prepayments on the principal of the Note (in addition to the required payments) as may be provided in the Note, and in accordance with the terms and conditions, if any, set forth in the Note.

9. Stamp, Transfer or Revenue Tax. If, by the laws of the United States of America, or of any state having jurisdiction over the Mortgagor or the premises, any tax is due or becomes due in respect of the issuance of the Note or this Mortgage or the recording thereof, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to hold harmless and agrees to indemnify the Mortgagee, its successor or assigns, against any liability incurred by reason of the imposition of any such tax.

In the case of loss after foreclosure proceedings have been instituted the proceeds of any such insurance policy or policies, if not applied as aforesaid in rebuilding or restoring the buildings or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if he shall then be entitled to the same or as the Court may direct. In case of the foreclosure of this mortgage, the Court in its decree may provide that the Mortgagee's clause attached to each of said insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said creditor; and any such foreclosure decree may further provide, that in case of one or more redemptions under said decree, pursuant to the statute in such case made and provided, then and in every such case, such successive redemptor may cause the preceding loss clause attached to each insurance policy to be cancelled and a new loss clause to be attached thereto, making the loss thereunder payable to such redemptor. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

of insurance proceeds, such proceeds shall be made available, from time-to-time, upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments as the Mortgagee may reasonably require and approve, and if the estimated cost of the work exceeds Ten percent (10%) of the original principal amount of the indebtedness secured hereby, with all plans and specifications for such rebuilding or restoration as the Mortgagee may reasonably require and approve. No payment made prior to the final completion of the work shall exceed Ninety percent (90%) of the value of the work performed, from time-to-time, and at all times the undistributed balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

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14. Mortgagee's Reliance on Tax and Insurance Bills, Etc. Mortgagee in making any payment is hereby authorized: (a) to pay any taxes, assessments and insurance premiums, according to any bill, statement or estimate procured from the appropriate public office or vendor without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, insurance premium, sale, forfeiture, tax lien or title or claim thereof; or (b) to purchase,

13. Mortgagee's Performance of Defaulted Acts. In case of default therein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagee in any form and manner expedient by Mortgagee, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or content any tax or assessment. All monies paid for any of the purposes herein authorized all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of interest then applicable to the indebtedness secured by this Mortgage. Inaction of the Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagee.

12. Effect of Changes in Laws Regarding Taxation. In the event of the enactment after this date of any law of the state in which the premises are located deducting from the value of land for the purpose of taxation any lien hereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagee, or changing in any way laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then, and in any such event, the Mortgagee, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the option of counsel for the Mortgagee (a) it might be unlawful to require Mortgagee to make such payment or (b) the making of such payment might result in the imposition of interest in excess of the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagee, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the date of giving of such notice.

11. Effect of Extensions of Time. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons, now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation, or release.

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16. Foreclosure; Expense of litigation. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale of all expenditures and expenses which may be paid or incurred or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documents and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature of this paragraph mentioned and such expenses and fees as may be incurred in the protection of said premises and the maintenance of the lien of this mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or said premises, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceedings, whether or not

15. Acceleration of indebtedness in case of default. If (a) default be made for fifteen (15) days in the due and punctual payment of the Note, or any installment due in accordance with the terms thereof, either of principal or interest; or (b) the Mortgagee shall file a petition in voluntary bankruptcy under the United States Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within Ten (10) days, as hereinafter provided; or (c) the Mortgagee shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for the Mortgagee or for all of its property or the major part thereof in any involuntary proceeding, or any Court shall have taken jurisdiction of the property of the Mortgagee or the major part thereof in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of the Mortgagee, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within Ten (10) days; or (d) the Mortgagee shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator, of all of its property or the major part thereof; or (e) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinafter or hereinafter contained, required to be kept or performed or observed by the Mortgagee and the same shall continue for Three (3) days, then and in every such case the whole of said principal sum hereby secured shall, at once, at the option of the Mortgagee, become immediately due and payable, together with accrued interest thereon, without notice to Mortgagee.

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as to the validity or amount of any claim for lien which may be asserted, discharge, compromise, or settle any other prior lien, without inquiry

19. Assignment of Rents and Leases. To further secure the indebtedness secured hereby, Mortgagor does hereby sell, assign, and transfer unto the Mortgagee all the rents, issues, and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use and occupancy of the premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements, and all the avals thereunder, unto the Mortgagee, and Mortgagor does hereby appoint irrevocably the Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of the premises as provided in Paragraph 19 hereof) to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such terms as

18. Appointment of Receiver. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder or any holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such 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 Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or appropriate in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time-to-time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become a lien hereof or of such decree, provided such application is made prior to the foreclosure sale; (b) the deficiency in case of a sale and deficiency.

17. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; 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 principal and interest remaining unpaid on the Note; fourth, any surplus to Mortgagor, its successors or assigns, as their titles may appear.

actually commenced, shall be immediately due and payable by Mortgagor, with interest thereon at the rate applicable to the indebtedness secured by this Mortgage and the same shall be secured by this Mortgage.

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20. Mortgagee's Right of Possession in Case of Default. In any case in which under the provision of this Mortgage the Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale hereunder, forthwith, upon demand of Mortgagee, Mortgagee shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises or any part thereof personally, or by its agents or attorneys, as for condition broken, and Mortgagee in its discretion may,

Although it is the intention of the parties that the assignment contained in this Paragraph 19 shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until a default shall exist hereunder.

The Mortgagee further agrees to assign and transfer to the Mortgagee all future leases upon all or any part of the premises heretofore described and to execute and deliver, at the request of the Mortgagee, all such further assurances and assignments in the premises as the Mortgagee shall from time-to-time require.

Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee in possession in the absence of the taking actual possession of the premises of the Mortgagee pursuant to Paragraph 20 hereof. In the exercise of the power herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagee.

The Mortgagee represents and agrees that no rent has been or will be paid by any person in possession of any portion of the above described premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of the said premises has been or will be waived, released, discounted or otherwise discharged or compromised by the Mortgagee. The Mortgagee waives any rights of set-off against any person in possession of any portion of the above described premises. If any lease provides for the abatement of rent during repair of the premises damaged thereunder by reason of fire or other casualty, the Mortgagee shall furnish to the Mortgagee rents insurance, the policies to be in amount and form and written by insurance companies as shall be satisfactory to the Mortgagee. Mortgagee agrees that it will not assign any of the rents or profits of said premises, except to a purchaser or grantee of the premises.

and Mortgagee shall, in its discretion, determine, and to collect all of said avails, rents, issues, and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the leases and agreements, written or verbal, or other tenancy existing, or which may hereafter exist on said premises, with the same rights and powers and subject to the same limitations, exoneration of liability and rights of recourse and indemnity as the Mortgagee would have upon taking possession pursuant to the provisions of Paragraph 20 hereof.

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(A) To the payment of the operating expenses of said property, including cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and

21. Application of Income Received by Mortgagee. The Mortgagee in the exercise of the rights and powers hereinabove conferred upon it by paragraph 20 hereof shall have full power to use and apply the assets, rents, issues, and profits of the premises to the payment of or on account of the following, in such order as the Mortgagee may determine:

The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any duty or liability under any lease, and the Mortgagee shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in said leases. Should the Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby, and the Mortgagee shall reimburse the Mortgagee therefor immediately upon demand.

with or without force and without process of law, enter upon and take and maintain possession of all or any part of said premises, together with all documents, books, records, papers, and accounts of the Mortgagee or then owner of the premises relating thereto, and may exclude the Mortgagee, its agents or servants, wholly therefrom and may as attorney in fact or agent of the Mortgagee, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the assets, rents, issues, and profits of the premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges, and powers herein granted at any time hereafter, without notice to the Mortgagee, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the Mortgagee to cancel the same, to elect to disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the premises as to it may seem judicious, insure and reinsure the same and all risks incidental to Mortgagee's possession, operation, and management thereof and to receive all of such assets, rents, issues, and profits.

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24. condemnation, Mortgagee hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or claim for damages for any of the mortgaged property taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award or in reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagee to restore or rebuild, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagee for the cost of the rebuilding or restoring of buildings or improvements on said premises, in accordance with plans and specifications to be submitted to and approved by Mortgagee. If the Mortgagee is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any leases which are or may be prior to the term of this Mortgage and if such taking does not result in cancellation or termination of such lease, the award shall be used to reimburse Mortgagee for the cost of the rebuilding or restoring of buildings or improvements on said premises, provided Mortgagee is not then in default under this Mortgage. In the event Mortgagee is required or authorized, either by Mortgagee's election as aforesaid, or by virtue of any such lease, to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided in Paragraph 8 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is

23. Late Charge. In the event the Mortgagee shall, from time-to-time, accept payment of any installment required on the Note and under this Mortgage, which is in arrears, Mortgagee may collect a "late charge" as provided for in the Note to cover the extra expense involved in handling delinquent payments; provided, however, that nothing in this paragraph contained shall authorize the Mortgagee to collect or demand any payment which would result in the imposition of interest in excess of the maximum amount allowed by law.

22. Mortgagee's Right of Inspection. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

(D) To the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale, make it readily available, in such condition as will, in the judgment of the Mortgagee, gas or electric stoves therein, and of placing said property

(C) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of said premises, including the cost from time-to-time of installing or replacing refrigeration and

(B) To the payment of taxes and special assessments now due or which may hereafter become due on said premises.

other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized:

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29. Mortgagee's Lien for Service Charges and Expenses. At all times,

28. Waiver of Statutory Rights. Mortgagee shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption of laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this mortgage, but hereby waives the benefit of such law, Mortgagee for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the mortgaged property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety, THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OF DECREE OF FORECLOSURE, PURSUANT TO RIGHTS HEREIN GRANTED, ON BEHALF OF THE MORTGAGOR, THE TRUST ESTATE AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN, OR TITLE TO, THE PREMISES DESCRIBED HEREIN SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE PROVISIONS OF THE ILLINOIS STATUTES.

27. Waiver of Defense. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party intervening same in an action at law upon the Note hereby secured.

26. Giving of Notice. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof by certified mail addressed to the Mortgagee at the mortgaged premises (designated by street address), at its principal office in Chicago, Illinois, to the attention of the Loan Officer in charge of commercial multi-family real estate loans and specifying the loan number, or at such other place within the United States as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder. Any notice given by the Mortgagee shall be deemed given on the date the same is deposited in the United States mails.

25. Release upon Payment and Discharge of Mortgagee's Obligations. Mortgagee shall release this mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the preparation and execution of said release.

Insufficient to cover the cost of rebuilding or restoration, Mortgagee shall pay such cost in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of the Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto. In applying the proceeds of any award on account of the indebtedness secured hereby, Mortgagee shall be entitled to collect, out of the proceeds of the award, a premium on the amount prepaid, at the same rate as though Mortgagee had elected at the time of such application of proceeds (or if Mortgagee then has no such election, at the first succeeding date in which Mortgagee could so elect) to prepay the indebtedness in accordance with the terms of the Note secured hereby.

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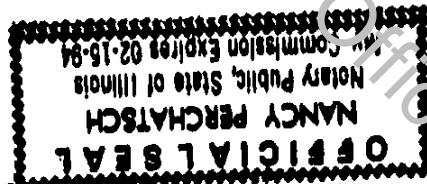
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My Commission Expires:



Nancy Perchatzsch

Notary Public

GIVEN under my hand and Notarial Seal this 28th day of August, 1990.

I, Nancy Perchatzsch, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mitchell Koenig and Bernice Koenig, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS]
] SS.]
COUNTY OF COOK]

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