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COPKIEY & SMITH
JOSEPH A. COAKLEY

OAK LAWN, IL 60453

COAKLEY & SMITH

OAK LAWN, IL 60453

FIFED FOR RECORD

OAK LAWN, IL 60453

PREPARED BY: 9 mand to

interest shall be due and payable on September 1, 1995.

That, Whereas, the Mortgagor is justly indebted to the Mortgagee in the principal aum of ONE HUNDRED THIRTY THOUSAND AND Moltgagee in the principal aum of ONE HUNDRED THIRTY THOUSAND AND Moltgage, whereat to the order of and delivered to the Mortgagor, made payable to the order of and delivered to the principal aum with interest thereon, iron date, at the rate set forth therein, in installments as set forth clerein at the office of the Mortgagee aforesaid or at such other place as may be designated in writing by the legal holder thereof until the entire principal and interest have been paid, but in any event, entire principal and interest have been paid, but in any event, the principal balance, if any, remaining unpaid plus accrued the principal balance, if any, remaining unpaid plus accrued

MILNESSELH:

"Wortgages" ;

THIS MORTGAGE made this 4th day of September, 1990, between MARQUETTE NATIONAL BANK, as Trustee under Trust No. 4863, herein collectively referred to as "Mortgagor", and BEVERLY BANK, an Illinois banking corporation, having an office at 1357 W. 103rd Street, Chicago, Illinois, 60643, herein referred to as

MORTGAGE

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THIS MORTGAGE made this Ata any of Suptember, 1990, Definess MARQUETTE NATIONAL BANK, as Trusted under Trust Anneadon option Tanuary 122, 1970, and Embor as Trust 11. 4869, Derain collectively referred to at "Montgages", and british which, an Illinois banking corporation, Baving an office at 1200 Wester Street, Chicago, fillinois, 60643, herein a constant as

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That, Whereas, the Hortgagor is just shield to the Mortgages in the principal season of the just shield to the ordering as antituded by a jerral arms, herein referred to as "Mote", or send to and from everyled by Mortgagor, made payable to the sector of and from everyled by Mortgages, whereby the longuager poor red to get the season of the principal sum with interest thereon, even dere, of the red of the forthware aforesaid or at about there's at the designated in writing by the larger moder to and the same event, designated in writing by the larger moder to any event, the principal and interest have been paid, but it any event, the principal halance, if any, restinging any and in any event, the principal becaused in any event.

COAKLEY & SMITH
JOSEPH A. COAKLEY
9400 S. Cicero Avenue, Suite 304
Oak Laun, II. 69453

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NOW, THEREFORE, in order to secure the payment of the said principal sum and interest thereon and the performance of the covenants and agreements herein contained, and also to secure the payment of any and all other indebtedness, direct or contingent, that may now or hereafter become owing hereunder from Mortgagor to Mortgagee, the Mortgagor does by these presents GRANT, BARGAIN, SELL, CONVEY, MORTGAGE and WARRANT unto the Mortgagee, its successors and assigns forever, the following described real estate and all of its estate, right, title and interest therein situated in the City of Chicago, County of Cook, State of Illinois:

PARCEL 1:

THE NORTHEASTERLY HALF OF LOT 26 IN THOMAS STINSON'S SUBDIVISION OF BLOCKS 1, 2 AND 10 LY CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NOXIH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID NORTHEASTERLY HALF OF SAID LOT 26 OTHERWISE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH CORNER OF SAID LOT; THENCE SOUTHWESTERLY ON THE NORTHWESTERLY LINE OF SAID LOT, 25 FEET MORE OR LESS TO A POINT IN SAID NORTHWESTERLY LINE EQUIDISTANT FORM THE NORTH AND WEST CORNER OF SAID LOT; THENCE SOUTHEASTERLY PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT, 150 FEET MORE OR LESS TO THE SOUTHEASTERLY LINE OF SAID LOT, TO THE FAST CORNER OF SAID LOT THENCE NORTHWESTERLY ON THE NORTHEASTERLY LINE OF SAID LOT, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL 2:

IOT 25 IN STINSON'S SUBDIVISION OF BLOCKS 1, 2 AND 10 IN THE CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N. #17-31-213-010 #17-31-213-011 #17-31-213-012

Commonly known as: 3155-57 S. Archer Ave., Chicago, IL 60608

which, together with all the following rights, titles and interests, is collectively referred to as the "premises":

A. All right, title and interest of Mortgagor, including

1934 TARRECES, in order to secure the payment of the said pulation you and interpart thereon and the performance of the orwoodnum as I a execute become contained, and also to secure the payment of the termination indicates an example of the control of repaired real adendated prive endaded to take it of a to just while We introduce the limit of the other order of the contract of GRART. (Aleka Line of the Company of the Same of the Company of the Compa isen bedinosek pakvolick and tracest that it is to the source for dwitte and til of the camere, cipit. Cicio and interest therein signated in the City of Chicago, County of Cook, State of taromifile

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ration, the many with the the following rights, titles and internate, in collectivity potented to as the "promises":

A. Ask regar, title and interest of Mortgagor, including

any after acquired title or reversion, in and to the beds of the ways, streets, avenues, air rights and alleys and adjoining the real estate;

- B. All and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, other rights, liberties and privileges thereof or in any way now or hereafter appertaining, including homestead any other claim at law or in equity as well as any after-acquired title, franchise or license and their reversion and reversions and remainder and remainders thereof;
- C. All rents, issues, proceeds, and profits accruing and to accrue from said real estate;
- All buildings and improvements of every kind description now or rereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the said real estate, and all fixtures now or hereafter owned by Mortgagor and attached to or contained in and used in connection with said real estate including but not limited to all machinery, motors, elevators, fittings, radiators, awnings, shades, screens, and all plumbing, heating, lighting, ventilating, refrigerating, air-conditioning and sprinkler equipment and incinerating, fixtures and appurtenances thereto; and all items of furniture, furnishings, equipment and personal property used or useful in the operation of the said real estate; and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner; it being mutually agreed, intended and declared that all the aforesaid property owned by said Mortgagor and placed by it on the real estate shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and for the purpose of this Mortgage to be real estate, and covered by this Mortgage; and as to the balance of the

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A. All of the against the against the companies, horeditaments, sorrouses, and privilogus thereof at its any of the against sorrouses and sorrouses, including hosestead to privile and the against the properties of the against of the against the

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property aforesaid, this Mortgage is hereby deemed to be as well a Security Agreement under the provisions of the Uniform Commercial Code for the purpose of creating hereby a security interest in said property, which is hereby granted to the Mortgagee as secured party, securing said indebtedness and obligations.

TO HAVE AND TO HOLD the same unto the Mortgagee and its successors and assigns forever, for the purposes and uses herein set forth.

PROVIDED, HOWEVER, that if the Mortgagor shall pay the principal and all interest as provided in the Note, and shall pay all other sums rereinafter provided for, or secured hereby, and shall well and truly keep and perform all of the covenants herein contained then this Mortgage shall be released at the cost of the Mortgagor, otherwise to remain in full force and effect.

TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:

- 1. Payment of Principal and Interest. To promptly pay the principal of and interest on the indebtedness evidenced by the Note at the times and in the manner herein and in the Note provided.
- 2. Other payments. To, at the Mortgagee's request, deposit with the Mortgagee, or a depository designated by the Mortgagee, in addition to the monthly installments of principal and interest due under the terms of the Note and concurrently therewith, monthly until the Note is paid, the following:
- (a) A sum equal to all taxes and assessments, next due on the premises (all as estimated by the Mortgagee), divided by the number of months to elapse before one month prior to the date when such taxes and assessments will become delinquent;
- (b) A sum equal to an installment of the premium or premiums that will become due and payable to renew the insurance as required in paragraph 4 hereof. Each of such installments shall be in an amount which, by the payment of approximately equal installments, will result in there accumulating in the hands of the depository a sufficient amount of pay renewal

pricestly so search this Moreage is noreby deemed to be as well a Source; y developed under the provisions of the Uniform Converted of the purpose of creating hereby a security achorest in rest property, which is hereby quanted to the Convergence of stray, securing said independence and outlingers.

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deposit with the statement of adepository designated by the Mortusper, and the Mortusper designated by the Mortusper, as a secondary isotal ments of principal and interest to the terms of terms of terms and concurrently thereby to the following:

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(ii) I see that the set of the testiment of the premium or president set of the set of the insurance at the set of the set of set of the set of

premiums upon such policies of insurance, at least one month prior to the expiration date or dates of the policy or policies to be renewed.

All such payments described in this Paragraph 2 shall be held by the Mortgagee or depositary in trust without accruing or without any obligation arising for the payment of interest thereon, and shall be used for the payment of taxes and assessments, and insurance premiums as the case may be. All such payments shall be added together with the payments required to be made under the Note secured hereby and the aggregate amount thereof shall be deposited by the Mortgagor each month in a single payment to be applied by the Mortgagee at its option to the following stems in the order set forth: (i) taxes, assessments and insurance premiums; (ii) interest on the Note secured hereby, (iii) amortization of the principal of the said Note.

If the Mortgagee requires the Mortgagor to make the deposits set forth above and if the funds so deposited are insufficient to pay all taxes or assessments when due and premiums for such insurance renewals, the Mortgagor shall within ten (10) days after receipt of demand therefor deposit such additional funds as may be necessary to pay such taxes, assessments and premiums. If the funds so deposited exceed the amounts required to pay such items, the excess shall be applied on a subsequent deposit or deposits.

In the event of a default in any of the provisions contained in this Mortgage or in the Note secured hereby, the Mortgagee may at its option, without being required to do so, apply any moneys at the time on deposit pursuant to this paragraph 2 hereof, as any one or more of the same may be applicable, on any of Mortgagor'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 Mortgagor or to the then owner or owners of the premises. Such deposits are hereby

provided that ruch policies of insurance, at least one month prior to the expension date or dates of the policy or policies to be concret.

All twis organis described in this imagraph 2 shall be being by the consequence of depositary in trust without accruing or without or wilgelian unions for the poyment of interest there is, and absence of sures or the poyment of taxed and accreming the model of the consequence of taxed and poyments or insurance of the poyment's and the consequence of the poyment's and the poyment's and the major to be a consequence or the formulation of the major of the union the consequence of the constant in a classic or the formulation of the consequence of the consequence

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When the inichtaneous coursed hereby has been fully paid, say temanning serecting that, he hand to Mortgager or to the then owner or evects of the 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 depositary for the purposes of which made hereunder and shall not be subject to the directions or control of the Mortgagor; provided, however, that neither the Mortgagee nor said depositary shall be liable for any failure to apply to the payment of insurance premiums, taxes, and assessments any amount deposited unless Mortgagor, while not in default hereunder, shall have regrested said Mortgagee or depositary in writing to make application of such funds to the payment of the particular insurance premiums, taxes or assessments for payment of which they were deposited, accompanied by the bills for such insurance premiums, taxes and assessments. Provided, however, Mortgagee may make or cause the depositary to make any such application of funds without necessity of such request by Mortgagor.

To pay when due all general taxes, special Э. Taxes. taxes, special assessments, water charges, sewer service charges, and other charges against the premises, and shall furnish to Mortgagee duplicate receipts therefor within thirty (30) days after payment of such charges are due Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes or assessments provided: (1) that such contest shall have the effect of preventing the collection of the tax or assessment so contested and the sale or forfeiture of said premises or any part thereof, or any interest therein, to satisfy same; (2) that Mortgagor has, before such taxes or assessments shall have been increased by any interest, penalties, or costs, notified Mortgagee in writing of the intention of Mortgagor to contest the same, and (3) the Mortgagor shall have deposited with Mortgagee at such place as Mortgagee may from time to time in writing appoint, and in, the absence of such appointment, then at the office of Beverly Bank, 1357 West 103rd Street, Chicago, Illinois, a sum of money which (when added to funds, if any, then on deposit for such items) shall be

pir byen as seneriered governing for the indeptedness hereunder and shall be held it truck to be irrevocably applied by the depositary for purposes of which made berounder and shall not by subject to the entryleight or corbrol of the Mortgagor: provided, how-were best concess the Mortgages nor asid depositary to theover one of ylogs of charte, who has about ad first be drawn you ethemoneses bod in it is including the runni Hade , when we are some of the mother default because of the default because have there if a matter of elegan to elegan the relation of elegan in writing an make applicable of the forth of the payment of the particular position to action of the street and the particle of which they were the matter, a secretariot by the bills had such insurance pressume to see and see and the Provided, however, that doitquier nap so e e o ee copositet to make any such From withing decase by of such request by Mortquager.

[axed to me does due will general taxes, special times, and that we are a true cargo it moves, sower cervice charges, sections, and shall furnish to Where or within thirty (30) days cres the data. Mortgagor may, in good di igence, content the validity or described and control (1) that such siders or recessing the collection of the es and the said or ferieiture of said ty at the interest therein, to satisfy zeksi doue period lesi mounts a became a condidence and inverse, penalties, or costan electric factors will writing of the intention of Morryages on the contract of the care, and distribute the Morryages shall have deposited with an a sec a section of sec Mortgage may from time to time in westing equalistic in, the absence of ball trow very mark giraves to state all to make, 1957 West 1016 Street, this were this this a war of somey which (when added to fundo, it that with or deposit for such items; shall be

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sufficient in the judgement of the Mortgagee to pay in full such contested taxes and assessments and all penalties and interest that might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional penalties and interest whenever, in the judgment of the Mortgagee, such increase is advisable. In case the Mortgagor shall fail to prosecute such objections with reasonable diligence or shall fail to maintain sufficient funds on deposit as hereirabove provided, the Mortgagee may at its option apply the money so deposited in payment of or on account of such taxes and assessments, or that part thereof then unpaid, together with all penalties and interest thereon. If the amount of the money so deposited shall be insufficient for the payment in full of such taxes and assessments, together with all penalties and interest thereon, the Mortgagor shall forthwith upon demand either (a) deposit with the Mortgagee the sum which when added to the funds then on deposit shall be sufficient to make such payment in full, or (b) in case the Mortgagee shall have applied funds on deposit on account of such taxes and assessments, restore said deposit to a sufficient amount. The Mortgagee shall, upon the final disposition of such contest, apply the money so deposited in full payment of such taxes and assessments or that part thereof then unpaid, together with all penalties and interest thereon (provided the Mortgagor is not then in default) when so requested in writing by the Mortgagor and furnished with sufficient funds to make such payment in full with an official bill for such taxes.

4. <u>Insurance.</u> (a) Hazard - To keep the improvement now existing or hereafter erected on the premises, insured against loss or damage resulting from fire, windstorm and other hazards, as may be reasonably required by Mortgagee normally insured under the standard Extended Coverage Endorsement, and to pay promptly, when due, any premiums on such insurance. All insurance shall be in form and content as approved by the Mortgagee and shall be carried in companies approved by the Mortgagee and the policies

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and renewals (or certificates evidencing same), marked "PAID", shall be delivered to the Mortgagee at least thirty (30) days before the expiration of the old policies and shall have attached thereto standard non-contributing mortgage clause(s) in favor of and entitling the Mortgagee to collect any and all of the proceeds payable under all such insurance), as well as standard waiver of subrogation endorsement, all to be in form and content acceptable to the Mortgagee. Mortgagor shall not carry separate insurance, concurrent in kind or form and contributing in the event of Toss, with any insurance required hereunder. event of a change in ownership or of occupancy of the premises, immediate notice thereof by mail shall be delivered to all In the event of loss, Mortgagor will give immediate notice by mail to the Mortgagee. The Mortgagor hereby authorizes the Mortgagee, at Mortgagee's option, to adjust, and compromise, any losses under any of the insurance aforesaid and after deducting costs of collection to apply the proceeds at its (a) as a credit upon any portion of the option, as follows: indebtedness secured hereby or (b) to restoring the improvements in which event the Mortgagee shall not be obligated to see to the proper application thereof nor shall the amount so released or used be deemed a payment on the indebtedness secured hereby; or to deliver same to the Mortgagor. On the event of foreclosure of this Mortgage, or other transfer of title to the realty encumbered hereby in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor, in and to any insurance policies then in force, shall pass to the purchaser or grantee. Mortgagee may, at any time and at sts own discretion, procure and substitute for any and all of the insurance so held as aforesaid, such other policy or policies of insurance, in such amount, as it may determine.

(b) Liability - To carry and maintain Comprehensive Public Liability Insurance as may be required from time to time by the Mortgagee in forms, amounts and with companies satisfactory to the Mortgagee and shall contain provision for ten (10) days'

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and comments for a refugeres evidencing sums), warked "PAID", shoul by declivered to the Nuctourse at least thirty (50) days before the expiration of the old policies and shall have attached that does street at the contribution property of the ferris adotadi ed to the has the openion of emerginal of callering but brsiassa se allow is "(spaceled) nobe ale asing with a color of the month waiver of secretaries endergeneric, all to be an ions and content edarages vrasc for lists repapired lespagation and of while game insured m, sociations is kind on does and coeficinating in the erant de la la William de la collection de la descripción de la descripción de la descripción de la descripción pastimera est or garragado do religios estandene es acrada e le sucre Tis or berevitable ad limits often ad the control of the other ore. it. The of the Horryage wift give immediate Transport of the following of the starting assidentrus vdstod too te adies to and despreaded. Carriors of paper had be restaured to the troite the braness is occurred to be the terminal actions. edi de abosocos ode vigne od tracuri en Supplies the posterior of the (b) to rostoring the improvements shall not be obligated to see to the to: Abail the erount to released, or to redered between sevents addition of a day Morthwalett in the event of or other transfer of title to the esonbeddebai wit i. Decembiopalita gropspream add he receded the cold son instances politice mean in force, abidi pass to the Missing one authority that the product and at its own edt to lie bee you von eastiment his birth contrevents incurred way you was to do not be a selected and the constant Conservable (Sp. G. C. C. Fred & F. C. C. C. Constitue)

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notice to the Mortgagee prior to any cancellation thereof.

(c) Application of Insurance Proceeds notwithstanding any provision herein to the contrary and in particular paragraph 4(a) hereof, in the event of any such loss of damage as therein described to the improvements upon the premises, it is hereby agreed that the Mortgagee shall make the proceeds received under any such insurance policies as therein described available for the rebuilding and restoration of the improvements so damaged, subject to the following conditions: (a) that Mortgagor is not then in default under any of the terms, covenants and conditions hereof; (b) that all then existing leases shall continue in full force and effect without reduction abatement of rental (except during the period untenability); (c) that Mortgagee shall first be given satisfactory proof that such improvements have been full restored or that by the expenditures of such money will be fully restored, free and clear of all liens, except as to the lien of this Mortgage; (d) that in the event such proceeds shall be insufficient to restore or reboild the said improvements, Mortgagor shall deposit promptly with Mortgagee the amount of deficiency in order to restore and rebuild the said premises; (d) that in the event Mortgagor shall fail within a reasonable time, subject to delays beyond its control, to restore or rebuild the said improvements, then Mortgagee, at its option, may restore or rebuild the said improvements, for or on behalf of the Mortgagor and for such purpose may do all necessary acts, including using said funds deposited by Mortgagor as aforesaid; (f) that waiver of the right of subrogation shall be obtained from any insurer under such policies of insurance who, at that time, claims that no liability exists as to the Mortgagor or the then owner or the assured under such policies; and (g) that the excess of said insurance proceeds above the amount necessary to complete such restoration shall be applied as herein before provided as a credit upon any potion, as selected by Mortgagee, or the indebtedness secured hereby. In the event any of the said

estive to the Merrander prior to any cancellation thereof.

the supplication of theorem Produceds - That nouvirialisation out providing hazern to the centrary and in porticular peragonal (11) hereon, in the event of any such loss of the second the transfer of the immediates the the promise it was assert that the forteage shall make the provided the start order sea seas therein now ribber endiable terms of the adding and restoration of the rancitions, partwoiled and are just the terms of a recommendations: (a) the competed to be the individual union and (c) the terms, (is defined) riceral ancidiffere from edmanwice moldosber gyodriw dwelde bus easel gadh . He seel took alade easered primab account faint to a releasing the movin ad darib linear society to test the expensions berroteen figt most even ettensventil trus mit til til mittelling berroteiten grade in a reservative it also to delication to be cheev will be fully restored, disting expect as to the lien of this ed lists abovered doub Jaste estudie the said improvements, with Maraqueen the amount of (b) teeniner; blos end officar of what simmereas a middly that their the control to rectore or rebuild the the colourage as at atmosphere and restore of sevents in a contradiction the Mortgagor our segment is recoused acts, including using soid that denoted at the Merrager as aforesaid: (1) that waiver and the second that the obtained from any insurer under ment on to to to the transport with at that time, claims that no liberative enditions of the Moranger of the then owner or the bise to early odd dang (b) the troute to but he ed burshes lusabation parties the transaction requisition complete auch restoration of the expelled as numero before provided as a execute approach; as selected by Mortgagee, or the indebroances secured decrey. Its the evant any of the said

conditions are not or cannot be satisfied, then the alternate disposition of such insurance proceeds as provided in paragraph 4(a) hereof shall become applicable. Under no circumstances shall Mortgagee become personally liable for the fulfillment of the terms, covenants and conditions contained in any of the said leases nor obligated to take any action to restore the said improvements.

Preservation of Premises. That no building or other 5. improvement on the premises shall be altered, removed, or demolished nor shall any fixtures or appliances on, in or about said building or improvements be severed, removed, sold or mortgage, without the consent of Mortgagee and in the event of the demolition or destruction in whole or in part of any of the fixtures, chattels of articles of personal property covered hereby, the same shall be replaced promptly by similar fixtures, chattels and articles of personal property at least equal in quality and condition as those replaced, free from any security interest in or encumbrance thereon or reservation of title thereto; to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof; to keep and maintain said premises and every part thereof in good repair and condition; to effect such repairs as the Mortgagee may reasonably require and from time to time to make all needful and proper replacements and additions so that said buildings, fixtures, machinery and appurtenances will, at all times, in good condition, fit and proper for the respective purposes for which they were originally erected or installed; to comply with all statutes, order, requirements or decrees relating to said premises by any Federal, State or Municipal authority; to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances, exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to the said premises or which have been granted to or contracted for by Mortgagor in connection

conditions as the common proceeds as provided in paragraph disposition at such insertance proceeds as provided in paragraph 4(a) hereon sand in the againstic that in the circumstances ability Mortpeges because paragraph is about the tuitilizant of the sentence contains of the seld teams, or restance and the conditions contained in any of the seld teams nor the typical to take any action to restance the seld improvements.

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with any existing or presently contemplated use of the said premises.

- 6. <u>Governmental Regulations & Environmental Laws.</u> The Mortgagor represents and warrants in all material respects the following:
- (a) the premises and the operations conducted thereon do not violate any applicable federal, state or local law, statute, ordinance, rule, regulation, order or determination of any governmental authority or any restrictive covenant or deed restriction (recorded or otherwise), including without limitation all applicable zoning ordinances and building codes, flood disaster laws and Environmental Laws (defined below);
- (b) without limitation of Paragraph (a) above, the premises and the operations conducted thereon by the Mortgagor or any current or prior owner or operator of the premises are not in violation of or subject to any existing, pending or threatened action, suit, investigation, inquiry or proceeding by any governmental authority or to any remedial obligations under any Environmental Laws;
- (c) all notices, permits licenses or similar authorizations, if any, required to be obtained or filed in connection with the operation or use of the premises including without limitation past or present treatment, storage, disposal or release of a hazardous substance or solid waste into the environment, have been duly obtained or filed;
- (d) the Mortgagor has taken all steps necessary to determine and has determined that no hazardous substances or solid wastes have been disposed of or otherwise released and there has been no threatened release of hazardous substances on or to the premises except in compliance with Environmental Laws;
- (e) the Mortgagor has taken all steps necessary to determine that no hazardous substances, hazardous facilities, pollutants or contaminants are located in or on the premises;
- (f) the Mortgagor has no material contingent liability in connection with any release or threatened release of any

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- 6. Servicemental Formistana & Environmental Laws. The Moutgomer coperates and Furnaves in all material respects the national servicement.
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- (a) the first that he raterial contingent liability in contingent with any threatened release of any

hazardous substance or solid waste into the environment; and

- the use which the Mortgagor makes or intends to make of the premises will not result in the unlawful or unauthorized disposal or other release of any hazardous substance or solid waste on or to the premises. Mortgagor shall have ten (10) days to cure the breach of any of the above representations and warranties, after notice of such breach by Mortgagee to The terms "hazardous substance", "release" and Mortgagor. "threat and release" have the meanings specified in CERCLA (defined below), and the terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA; provided, however, in the event either CERCLA or RCRA (defined below) is amended so as to broaden the meaning of any term defined thereby, such broader meanings shall apply subsequent to the effective date of such amendment, and provided further that, to the extent the laws of Illinois shill establish a meaning for "hazardous substance", "release", "solid waste" or "disposal" which is broader than that specified in either CERCLA or RCRA, broader meaning shall apply with regard to the premises. terms "hazardous facilities", "politiants" or "contaminants" shall have the meanings specified in any applicable local, state or federal statute, ordinance, code or regulation.
- 6.1 The Mortgagor shall maintain in full force and effect all licenses, bonds, franchises, leases, patents, trademarks, service marks, contracts and other rights necessary to the profitable conduct of its business, including, without limitation, all notices, permits or licenses, if any, filed or obtained with regard to compliance with Environmental Laws. The Mortgagor shall continue in and limit its operations to the same general line or type of business as that presently conducted by it and shall comply with all applicable laws and regulations or all federal, state or local governmental authorities, including, without limitation, all Environmental Laws.
- 6.2 The Mortgagor shall use its best efforts to cause any and all lessees or other operators of the premises to conduct

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5.2 The Herryeger shall are best effects to cause any and all leavend on where eperators of the premises to conduct

their respective businesses so as to comply in all material respects with all Environmental Laws; provided, however, that nothing contained in this paragraph shall prevent the Mortgagor from contesting, in good faith and by appropriate legal proceedings, any such laws, regulation or interpretation or application thereof, provided, further, that the Mortgagor shall comply with the order of any court of other governmental body of applicable jurisdiction relating to such Environmental Laws unless the Mortgagor shall currently be prosecuting an appeal or proceedings for review and shall have secured a stay of enforcement or execution or other arrangement postponing enforcement or execution pending such appeal or proceedings for review.

- 6.3 The Mortgagor shall not permit the presence of any hazardous substances, hazardous facilities, pollutants or contaminants, including asbestos on the premises. If the Mortgagee determines at any time that asbestos exists on or in the premises and may present a health hazard, or if removal of any hazardous substance from the premises is or may be required by applicable governmental or regulatory authorities or pursuant to applicable laws or regulations, the Mortgagee may, in its sole discretion, require the removal or containment of such asbestos or any other hazardous substances at the Mortgagor's sole expense.
- 6.4 The Mortgagor shall use its best efforts to cause all lessees or other operators of the premises to dispose of any and all hazardous substances or solid waste generated at the premises only at facilities and by carriers maintaining compliance with the Environmental Laws. To the best of the Mortgagor's knowledge, all such lessees are operating in compliance with valid permits under RCRA and any other Environmental Law, and shall use its best efforts to obtain certificates of disposal from all contractors employed in connection with the transport or disposal of such hazardous substances or solid waste.
 - 6.5 At the Mortgagee's request from time to time, the

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Mortgagor shall establish and maintain, at its sole expense, a system to assure and monitor continued compliance with the Environmental Laws by any and all lessees and operators of the premises, which system shall include, annual reviews of such compliance by employees or agents of the Mortgagor who are familiar with the requirements of the Environmental Laws and at the request of the Mortgagee no more than once each year, detailed review of such compliance (the "Environmental Report") by an environmental consulting firm acceptable to the Mortgagee; provided, however, that if any Environmental Report indicates any violation of Environmental Laws, such system shall include at the request of the Mortgagee within nine (9) months of the date of such Environmental Report, a detailed review of the status of such violation (a "Supplemental Report") by such environmental consultant. The Mortgagor shall furnish an Environmental Report of such Supplemental Report to the Mortgagee within forty-five (45) days after the Mortgagee so requests, together with such additional information as the Mortgagee may request. Mortgagor or any lessees or operators of the premises shall receive (a) notice that any violation of any Environmental Law may have been committed or is about to be committed by the Mortgagor; (b) notice that any administrative or judicial complaint or order has been filed or is about to be filed against the Mortgagor alleging violation of any Environmental Law or requiring the Mortgagor to take any action in connection with the release or threatened release of hazardous substances or solid waste into the environment; or (c) any notice from a federal, state, or local governmental agency, court or private party alleging that the Mortgagor may be liable or responsible for costs associated with a response to or cleanup of a release or disposal of hazardous substance or solid waste environment or any damages caused thereby, including without limitation any notice that the Mortgagor is a "potentially responsible party" as defined by CERCLA, the Mortgagor shall provide the Mortgagee with a copy of such notice within ten (10)

Restriction of the contract of the maintain, at lits soid expense, a dystem the takener and non-tor continued adoptismoe with the Environmental Late by Mry and all lessess and operators of the page to aveive former inclination, among teviews of such erio อทีพ ของอยู่สายปี อที่ปี ใน อสสอดอย ของ ยองจะไป คน ปูป พวกเป็นคนปี ds bds exal escrepatives with in adequate one of the divine of each <mark>. Trev dess como ment</mark> como en la presenta de la como de la como en la como ("image! Laimmanalives" ent) seen home de. on which Lain 50t ក្នុង**១២៩២៩២៩ ១៨៨ ១៨ នេះបានប្រទេស ស**ាស្រ្ត បានស្រែក្រុង និងស្រែក្រុង មានស្រែក្រុង ស្រែក្រុង ស្រុក្សា provident to or or election and any arranged after Report indicates any violetion or anti-muletal vuwar auth system shall include at the To sale adiable adiable and the contraction of the contraction of the contraction of io autata ent to vievos bellaren nii nive illine en en en eta dia t by such environmental Range and Care on the other transfer of the contract of troped legislature and described transcribed and the transcribed evil-vasor minary expensions of or sing s Control Harris Beer 18 res to requesting tempthes with such Mornayer Lay request. If the Lista essimona edu to anodersa, Whenther of any Environmental Law the election of the demnitted by the en edministrativo or judicial tenn for all or is about to be filed against viciation of any Environmental Law or To their provide the stay action in connection with the release of makeraous substances or solid the entrance of an ear may notice from a federal, with particular again, court or private party eligation on the state and may be liable or responsible for could over it as alter a company to or cleanup of a release or displayed the reservoir assumence or solid waste into the eavings entered at the contract damped thereby, including without Distriction only more than the Rockgapor is a "potentially recognished party" on defined by CHACLA, the Mortgagor shall provide the Marteages with a capy of such notice within ten (10)

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days of the Mortgagee's receipt thereof. The Mortgagor shall provide the Mortgagee with notice of the enactment or promulgation of any Environmental Law which may result in a material adverse chance in the business, financial condition, or operations of the Mortgagor within fifteen (15) days after the Mortgagor obtains knowledge thereof.

- 6.6 The Mortgagee, or any person designated by the Mortgagee, shall have the right, from time to time hereafter, to call at the Mortgagor's premises or place or places of business (or any other place where the collateral of any information relating thereto is kept or located) during reasonable business hours, without hindrance or delay, to:
- (a) verify such matters concerning the premises as the Mortgagee may consider reasonable under the circumstances;
- (b) inspect the premises, take soil borings and conduct any other tests or procedures at the Mortgagor's expense and inspect any books, records, journals, orders, receipts, correspondence, notices, permits or licenses, with regard to compliance with Environmental Laws, and to determine at the Mortgagor's expense whether any hazardous substances are present on the premises.

The Mortgagor will deliver to the mortgagee, within ten (10) days of request therefor, any instruments necessary to obtain records from any person maintaining such records. The Mortgagor shall pay on demand or within ten (10) days thereafter all costs and expenses incurred by the Mortgagee in acquiring information pursuant to this section with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note. All expenditures incurred pursuant to the powers herein contained shall become a part of the Liabilities secured hereby. The Mortgagee shall not be liable to account to the Mortgagor for any action taken pursuant hereto.

- 6.7 As used herein, CERCLA means the Comprehensive, Environmental, Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.
 - 6.8 As used herein, Environmental Laws means any and all

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statutes, ordinances, rules, regulations, orders, determinations of any federal or state governmental authority or courts pertaining to health or the environment in effect at any time in any and all jurisdictions in which the Mortgagor is or at any time may be doing business, or where the premises are located, including without limitation, the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seg., the Comprehensive, Environmental, Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., (CERCLA), the Federal Water Pollution Control Act Amendments, 33 U.S.C. Section 1251 et seg., the occupational Safety and Health Act of 1970, as amended, 29 U.S.C. Section 651 et seg., the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901 et seq., (RCRA), the Safe Drinking Water Act, as amended, 42 U.S.C. Section 300(f) et sec., the Toxic Substances Control Act, as amended, 5 U.S.C. Section 2601 et seg., and the Illinois Environmental Protection Act, as amended, Ill. Rev. Stat., ch. 111 1/2, par. 1021 et seq. (1987).

- 6.9 As used herein, RCRA means the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901 et seq.
- 7. Creation of Lien. That the Mortgagor will not create, suffer or permit to be created or filed against the premises, any Mortgage Lien or other lien superior to the lien of this Mortgage. The Mortgagor may contest any lien claim arising from any work performed, material furnished or obligations incurred by Mortgagor upon furnishing Mortgagee indemnification satisfactory to Mortgagee for the final payment and discharge thereof.
- 8. Transfer of the Premises or a Beneficial Interest in the Mortgagor. If all or any part of the premises or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, demand and require immediate payment in full of all sums secured by this Mortgage.

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ett karakety Art of 1976, 1974, praga und Resource Conservation And Romakety Art of 1976, as arended, 42 U.S.C. Section 6961 <u>et</u> 2524-

7. Coperior M. Legg. That the Mortgagor will not create, saffer or prints the creates of filed against the premises, any Hortgago ties a file augustian to the lien of this Mortgage.

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- 9. Tax. That if at any time the United States Government, or any other governmental subdivision shall require Internal Revenue or other documentary stamps hereon or on the Note, or shall require payment of a tax upon the indebtedness secured hereby, then the said indebtedness and the accrued interest thereon shall be and become due and payable at the election of the Mortgagee thirty (30) days after the mailing of notice of such election to Mortgagor; provided, however, said election shall be unavailing and this Mortgage and the Note shall be and remain in effect, if Mortgagor lawfully may pay for such stamps or such tax including interest and penalties thereon to or for Mortgagee and does in fact pay, when payable, for all such stamps or such tax, as the case may be, including interest and penalties thereon.
- 10. Effect of Change in Laws Regarding Taxation. event of the enactment after this date of any law of the state in which the premises are located deducting from the value of the land for the purpose of taxation any lien thereon, 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 Mortgagor, or changing in any way the 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 if any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgage (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

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- Mortgagee's Reliance on Governmental, Municipal or Other Charges or Liens. That Mortgagee, is hereby authorized to make any payment or advance in the place and stead of the Mortgagor; relating to taxes, assessments, water rates, sewer rentals and other governmental or municipal charges, fines, impositions, or liens asserted against the premises and any do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of the bill statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim or charge; or otherwise relating to any other purpose herein and hereby authorized, but not enumerated in this paragraph, may do so whenever, in its judgement and discretion, such advance or advances shall seem necessary or desirable to protect the full security intended to be created by this instrument, and provided further that in connection with any such advance, Mortgagee, at its option, may and is hereby authorized to obtain a continuation report of title prepared by a title insurance company the costs and expenses of which shall be repayable by the Mortgagor without demand and shall be secured thereby.
- awards heretofore or hereafter made or to be made to the present and all subsequent owners of the premises, by and governmental or other lawful authority for taking, by condemnation or Eminent Domain, the whole or any part of said premises or any ouilding located thereon or any easement therein or appurtenant thereto (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof), are hereby assigned by Mortgagor to Mortgagee, which awards Mortgagee is hereby authorized to collect and receive from such authorities, and to give appropriate receipts and acquittances therefore, and at said Mortgagee's option, to apply

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is the desire a Remarkation of Parsparental, Municipal or Figure (England trans) - Figure Mariagnes, is hereby authorized to and to bases bar seale oil of sweetle to the early win color the court of the property of the boundaries of the contract of record and the terminal section of the charges, fixes, or of the bac reasons of the comment and any do so and more for an end in a statement of admitted produced from the Remarks of the filles with the inquiry course the accuracy of wed was an extension with the relations at the policy of the extension of the contract of the incorporation and the second of the contract o of relating to so desirent of the account advaged lien, **อะวงสายกับอ นอ เรา**ซึ่งอะบัน เมื่อ คุมเมื่อ ความหน้าคากคาม เกิด การ การคุม เป๋ย I'v erve e a a parencia and inventy authorized, but ear enforcing of this managered have an engager, in its mace lists permaybe seed SHEART OF THE SHEET OF THE STORY OF THE SHEET SHEET abil struction intended to AM provided further that in vam indiana all a conservation wisit to tropper controller. because the nests and expanses of the Merigage without demand and

the same toward the payment of the amount owing on account of the indebtedness secured hereby and Mortgagor covenants and agrees that Mortgagor will give Mortgagee immediate notice of the actual or threatened commencement of any proceedings under condemnation or Eminent Domain, affecting all or any part of the said premises or any easement therein or appurtenance thereof, including severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further covenants and agrees to make, execute and deliver to Mortgagee, an any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any such proceeding.

Application of Iminent Domain Proceeds, 13. notwithstanding any provision herein to the contrary and in particular paragraph 11 hereof, in the event of any damage or taking as therein described by eminent domain of less than the entire mortgaged premises, it is hereby agreed that Mortgagee shall make available the proceeds of any award received in connection with and in compensation for any such damage or taking for the purpose of rebuilding and restoring so much of the improvements within the premises affected thereby, subject to the following conditions: (a) that Mortgagor is not then in default under any of the terms, covenants and conditions hereof (b) that all then existing leases affected in any way by such damage or taking shall continue in full force and effect without reduction or abatement of rental (except during the period of untenability); (c) that Mortgagee shall first be satisfactory proof that such improvements have been restored or that by the expenditure of such money will be fully restored, free and clear of all liens, except as to the lien of

the rose spaged the pyreest of the assent owing on account of the indebteches and terminal and Marigagor covenants and agrees that Mortgager will gave Mourgages immediate notice of the actual or intectored commencent of the proceedings under condensation or whench is easy everyong all or any part of the said premises or any casement of read an apperlance thereof, including meverance and whose seconds: darked and compet in quade of fire bne, yes to serged supercond of tevrity talk but accepts pageers, gred in Lagrection with any much proceedings. Coregagor further consents as squeez to make, excepte and deliver co Bortas see, is in in 2.18 en elles apad regedi. 💰 🕝 bab yas ... overer with rank one or emparation as you to learn doeld di interestada ne elemento en destado, entre de destado necesarry dy Mostry and the transfer of the additional writing and the figure of the same o all own the gold untimer raps where here there be and hereafter to be made to Morranger out any taking eight persument or temporary, under the much processfield

Friede Beaus Proceeds. not abhave died no gentiagen to the contrary and in to speak on an answer of all the in the works and colored taking an the was not not by entrent downles of loss than the plant, it is hereby agreed that Mortgagee rec proceeds of my award received in paiss to epage on the conjugation for any such damage or taking I relability and restoring so much of the lathic ted presenters afterfall thereby, subject to the following wonditing in (a) that Hardgayer is not then in default under any or the forest developes and denditions hereoff that all rise eathers, is see as energed in any way by such damage or taking shall entraine an my); force and effect without reduction as abstract a tental (except during the pariod of untenthilityly (a) that mortgagee shall first be given astisfertory pacet and empresents have been fully rectored or that expenditure of such money will be fully restored, free and olear of all liens, except as to the lien of

(d) that in the event such award shall be this Mortgage; insufficient to restore or rebuild the said improvements, Mortgagor shall deposit promptly with Mortgagee the amount of such deficiency, which, together with the award proceeds, shall be sufficient to restore and rebuild the said premises; (e) that in the event Mortgagor shall fail within a reasonable time, subject to delays beyond its control, to restore or rebuild the said improvements, Mortgagee, at its option, may restore or rebuild the said improvements for or on behalf of the Mortgagor and for such purpose may do all necessary acts including using said funds imposited by Mortgagor as aforesaid; (f) that the of said award not necessary for completing such excess restoration shall be applied as hereinbefore provided as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby. In the event any of the said conditions are not or cannot be satisfied, then the alternate disposition of such award as provided herein shall again become applicable. Under no circumstances shall Mortgagee become personally liable for the fulfillment of the terms, covenancs, and conditions contained in any of the said leases of the said premises nor obligated to take any action to restore the said improvements.

- 14. Acknowledgement of Debt. That Nortgagor within fifteen (15) days after Mortgagee's request will furnish a written statement duly acknowledged of the amount due upon this Mortgage and whether any alleged offsets or defenses exist against the indebtedness secured by this Mortgage.
- 15. <u>Inspection of Premises</u>. That the Mortgagor and all subsequent owners of the premises shall permit the Mortgagee or its representatives to inspect the premises from time to time, at normal business hours, and as frequently as Mortgagee considers reasonable.
- 16. Assignment of Rents. That all right, title and interest of the Mortgagor in and to all present Leases affecting the premises, and including and together with any and all future Leases upon all or any part of the premises, and together with

this worry year id, that in the event such award shall be insefficient to exclore or copyild the said improvements, Portgagor sholl deposit productiv with Mortgagoe the amount of death deflored , which, termeless with the award proceeds, shall tentificient in religious and reculted the said premises; (e) that in one event Marigana enalt with a touch a reasonable time, subject to 6 yearsons to commonly to restore or rebuild the sold labours were project of the obtion, and rectare or reproduct the little formation of the careful and the Appropriate pries priintani ador yesesaaan ila et gen bergelg larre del ban soft funds cogneticed by training as attract the images about the dava priseleman must ក្នុងនេះមានមាន បានប សក្សា 1 គេប 10 នេះបានមាន tlbaro a ac babivour sucledizarerad an besings of liner neidsucrasu Here any particular to the try foregoing of the indebtedness specifical conditions are not to the conditions are not or cannot be the street, then the alignmente disposition of such COUNTRY PURSEAU ROLL OF THE TOP A PROBLEM on because applicable. Under no Survey remainfully liable for the erang menalikan kenyalah bah dalah beratuan da erms, and conditions contained in 计二分字 人名托克内克克克克拉克 tird premises our obligated to take Laurencoppe F. sa edit v . . .

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16. Aprigmount will ments of that oil right, title and interest or the following in and to all present beases affecting the premises, and including and cogether with any and all future teases upon all or may part of the premises, and together with

all of the rents, income, receipts, revenues, issues and profits from or due or arising out of the premises have been transferred and assigned simultaneously herewith to the Mortgagee as further security for the payment of said indebtedness under provisions of a certain instrument captioned Assignment of Rents, of even date herewith, executed by Mortgagor and to be recorded simultaneously herewith, the terms, covenants and conditions of which are hereby expressly incorporated herein by reference and made a part hereof, with the same force and effect as though the same were more particularly set forth herein. All Leases affecting the premises shall be submitted by the Mortgagor to the Mortgagee for its approval prior to the execution thereof. All approved and executed Leases shall be specifically assigned to Mortgagee by instrument in form satisfactory to Mortgagee. All or any such Leases, shall, at the option of Mortgagee, be paramount or subordinate to this Mortgage.

- option of the Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the premises upon the execution by Mortgagee and recording thereof, at any time hereafter, in the Office of the kelotder of Deeds in and for the county wherein the premises are situate, of a unilateral declaration to that effect.
- 18. <u>Purpose of Loan</u>. That Mortgagor represents are agrees that the proceeds of the Note will be used for the purposes specified in Section 6404(c) of ch. 17 <u>Ill. Rev. Stat.</u> and that the principal obligations secured hereby constitute a "business loan" which comes within the purview of said Paragraph.
- 19. <u>Illegality of Terms Hereof.</u> That nothing herein contained nor any transaction related thereto shall be construed or shall so operate either presently or prospectively, (a) to require Mortgagor to pay interest at a rate greater than is now lawful in such case to contract for, but shall require payment of

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all if the seaso, frome, redelets, recours, incremend profits from or die or arielto car of the promises have been transferred and susigned almostary only necessith to tee Mortgaree as further 3c andisivers than enachangebol bise it throwing and all years on a concess. The test of the second fractions of Rents, of Green date because of execution is Medicipal and to be recorded simultaneously teractive that there is not energiance and a contribution are never expressing incorporated berein by reference and made a part beryeaf, wire while force and effect as though the care were were odd adigura) e coenad fib loret e droei a la coen room produced into be whenter by the Martgagor to the Mortgages for bas becomes its liberary and in the in the a liberary estiestablished to a second of the specific assigned to Mossgades by instruction to firm so intribute to Moisgared. All or any such ferrely that, and the ended on Burradeen, he paramount or Depter thing of the section was Mail in North

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interest only to the extent of such lawful rate, or (b) to require Mortgagor to make any payment or do any act contrary to law, but if any clause and provisions herein contained shall otherwise so operate to invalidate this Mortgage, in whole or in part, then such clauses and provisions only shall be held for naught as though not herein contained and the remainder of this Mortgage shall remain operative and in full force and effect.

- 20. <u>Prepayment Privilege</u>. At such time as the Mortgagor is not in default either under the terms of the Note or under the terms of this Mortgage, the Mortgagor shall have the privilege of making pre-payments on the principal of said Note (in addition to the required payments) in accordance with the terms and conditions set forth in said Note, if any.
- Execution of Security Agreement and Financing That Mortgigor within ten (10) days upon request by Statement. mail shall execute, acknowledge and deliver to Mortgagee a Security Agreement, Financing Statement or other similar security instrument, in form satisfactory to the Mortgagee, covering all property, of any kind whatsoever owned by the Mortgagor, which, in the sole opinion of Mortgagee, is essential to the operation of the premises and concerning which there may be any doubt whether the title to same has been conveyed by or a security interest perfected by this Mortgage under the laws of the State of Illinois and will further execute, acknowledge and deliver any financing statement, affidavit, continuation statement or certificate or other documents as Mortgagee may request in order to perfect, preserve, maintain, continue and extend the security interest under and the priority of such security instrument. Mortgagor further agrees to pay to Mortgagee on demand all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing and refiling of any such documents.
- 22. <u>Releases</u>. That Mortgagee, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens

interest only to the extent of such lawful rate, or (b) to require Mortgag : to make any payment or do any act contrary to law, but if an climse and provisions herein contained shall otherwise on contained shall threshed on contained and this Mortgage, in whole or in the climst then the contained and provisions only shall be held for the climster of the contained and the correlator of this Mortgage chall reader as the state and the correlator of this Mortgage chall reader as the state and the correlator of this

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22. Perenggs Than Hortgages, without notice, and without regard to the corsideration, if any, paid therefor, and notwithstanding the extension at that time of any inferior liens

thereon, may release any part of the premises or any person liable for any indebtedness secured hereby, without in any way affecting the liability of any party to the Note and Mortgage and without in any way affecting the priority of the lien of this Mortgage, to the full extent of the indebtedness remaining unpaid hereunder, upon any part of the security not expressly released, and may agree with any party obligated on said indebtedness or having any interest in the security described herein to extend the time for payment of any part or all of the indebtedness secured hereby. Such agreement shall not, in any way, release or impair the lien hereof, but shall extend the lien hereof as against the title of all parties having any interest in said security which interest is subject to said lien.

In the event the Mortgagee (a) releases, as aforesaid, any part of the security described herein or any person liable for any indebtedness secured hereby; (b) grants an extension of time for any payments of the deta secured hereby; (c) takes other or additional security for the payment thereof; (d) waives or fails to exercise any right granted herein or in said Note, said act or omission shall not release the Mortgagor, subsequent purchasers of the said premises or any part thereof, or makers or sureties of this Mortgage or of said Note, or endorsers or guarantors thereof under any covenant of this Mortgage or of said Note, nor preclude the Mortgagee from exercising any right, power, or privilege herein or intended to be granted in the event of any other default then made or any subsequent default.

Mortgagee harmless from all costs and expenses, including reasonable attorneys' fees and costs of a title search, and preparation of survey, incurred by reason of any action, suit, proceeding, hearing, motion or application before any court or administrative body, in and to which Mortgagee may be or become a party by reason hereof, including but not limited to condemnation, bankruptcy, probate and administration proceedings, as well as any other of the foregoing wherein proof of claim is

The roots of the control of the control of the presides of any porson leading the ton any limitations as some discrete in a property without in any way affecting the control of the last process of the control of this control of this control of the control of this control of this control of the control of this control of the control of the control of the control of the control of this control of the control o

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by law required to be filed or in which it becomes necessary to defend or uphold the terms of and the lien created by this Mortgage, and all money paid or expended by Mortgagee in that regard, together with interest thereon from date of such payment at the rate set forth in said Note shall be so much additional Indebtedness secured hereby and shall be immediately and without notice due and payable by Mortgagor.

- 24. Mortgagee's Performance of Defaulted Acts. In the case of default herein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner decaed expedient, 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 of forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the 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 Post Maturity Rate. Mortgagee shall never be considered as a voiver of any right accruing to it on account of any default on the part of the Mortgagor.
 - 25. Default and Foreclosure.
- a. Acceleration of Indebtedness. That upon any default by Mortgagor in the payment of the principal sum secured hereby, or any instalment thereof, or of interest thereon, or of any instalment thereon, as they severally become due, or in the performance or observance of any other term, covenant or condition in this Mortgage or in the Note or in any instrument now or hereafter evidencing or securing said indebtedness, or if the Mortgagor shall file a petition in voluntary bankruptcy of the Federal Bankruptcy Act or any similar law, state or federal,

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by less required it be filled or in which it becomes necessary to defend or upboid the terms of and the lien created by this Mortgade, and all maney grid or supended by Mortgade in that confirm try of the literature from date of such payment at the two takes and such payment at the take the takes and additional foresters a created hereby and shall be immediately and without notice due and payorie by Mortgade.

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d. Made to the second of the condition and socured hereby, or any instribute the term of the condition and socured hereby, or any instributed value of the condition become due, or in the portaneous therefore as they revending become due, or in the portaneous or easy other term, covenant or condition in the term of term of the term of term of the term of term of the term of the term of the term of the term of term of term of the term of the term of term of the term of term of the term of term of term of the term of term o

whether now or hereafter existing, or if Mortgagor shall file 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 from the institution thereof, or the Mortgagor shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for the Mortgagor 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 Mortgagor or the major part thereof in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of the Mortgagor, 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 the Mortgagor shall make an assignment of 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, then upon the occurrence of any of said events, the whole indebtedness secured hereby shall, at the option of the Mortgages and without notice to Mortgagor, become immediately due and payable, and thereupon, or at any time during the existence of any such default, the Mortgagee, may proceed to foreclose this Mortgage ky judicial proceedings according to the Statutes in such case provided, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

Expense of Foreclosure Litigation. In any suit for foreclose the lien hereof or enforce any other remedy of the Mortgagee under this Mortgage or the Note, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree, 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 (which may be estimated as to items to be expended after entry of)_{1/1/C}Q

whether her or heroritar estation, in Hortgagor whall file an answer adalitions considered or instituty to perfore debter, or fail to morace a vacation or stay of involuntee proceedings withit ten gree days area the institution them of or the Fortquery stand be effect that a bankraph, or a proctee or a received chall no appointed for the Mortgagor or for all of its property or the sayer pack thereof in any involuntary proceeding, or any entire of the level tole a give vioused of the property of the Mortgagoz os tas lajas pare stereci in any insoluntary ploceding for the recent that allered writing liquidation or winding up of on the source of the second hour fine it is project, with discouraged of according to be believed by the stayed this days, or the ស្នាន់ក្រុម នេះ នៅស្នាស់ ស្រាស់ស្រាស់ ស្រាស់ស្រាស់ស្រាស់ស្រាស់ ស្រាស់ Westquards when the company of the renefit of creditors, or whate agains a thing its inability to pay its debtaequestably as aboy as a media, or moved oversent to the appointment of a secretive: . . thus ea do tay iddor of all of ita property or the major east thelest, time yes the securrence of any of said avy, i tehan i vi hibi i odini jednave a secured hereby shall, at the option of the Meregages and Winneur routee to Mortgager, become immediately and any accept, near the engagen, or all any time during o de de la colonia, tos Mortegagos, cay pro<mark>ceed to</mark> Personal this warrance by participal proceedings seconding to the Statutes in such case province, and any tailure to exercise said option shall not renstitute a valver of the right to exercise the .otis sedito eks un eman

Expense of Parellouse bialgarion. In any suit for foreactives the time that the survive of the s

the decree) of procuring all such abstracts of 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 value of the All expenditures and expenses of the nature in 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 the Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the Post Maturity Rate and shall be secured by this Mortgage.

Mortgagee's Right of Possession in Case of Default. any case in which under the provisions 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 thereunder, forthwith, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises or any part thereof personally, or by its agent or attorneys, as for condition broken, and Mortgagee in discretion may, with or without force and with or 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 Mortgagor or the then owner of the premises relating thereto, and may exclude the Mortgagor, its agents or servants, wholly therefrom and may as attorney in fact or agent of the Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and

the document of the programme all such abotracts of title searches and examinations, with the teachers of the test for considerates, and similar deta del esserances with respect to title as Mortgagee may dress readoutely need that of presenting of the present such and of to doma od dagogram ogsi sa tjes dorda neget gus in ene terfie e e eftirer double the sale of provides. All approvious sei expenses of the nature in this paragraph mertyoned, and call expenses and fees as may be becomes the classic transfer of the second consequence and the material community of the tree or that Europey Contacted the rees of any attorney suppleyed the other with a page of the light ion of preceeding added and and a record, the dote on in paragraphs for the commencement is a second to be properly or the second and sector , repayment you eltable of the sale of eltable of the content of the content of ed linge bas edual va quien de mondi al outour a element afile Table to the algebraic transfers

c. Mostgoward the or Passection in Case of Default. In any case in which ander the entrices of this Martgage the As tare ieraelesure proceedings, secured hereby is aus secured hereby is To stoled redden's as bisesters as the Market or ted proceedings to foreclose the lien tion introduction for the idea of the contract the sperior to Morigage and entitled to take actual postersion of the observed paragonally, or by its adent or rendicion trotan, and Mortgages in its discreding a v. and an without force and with or without propess ynamo lle lo nojezazzoa aistrias ima contribu acquiromo (wel to part of coil , recires, toquiter with all decuments, becker rodords, pagers as a contract of the deregger of the then owner of the precise coefficient of a coefficient and may exclude the Mortgagory its agents to a comba, whelly thereform and may as attorney in dack or agont of the Mattendoor, or in the ewn name as Northagee and under the passes herein uparted, nold, 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 avails, 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 and all times hereafter, without notice to the Mortgagor, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgager to cancel the same, to elect to disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lian 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, to insure and reinsure the premises and all risk incidental to Mortgagee's possession, operation and management thereof and to receive all of such avails, rents, issues and profits.

d. Appointment of Receiver. Upon or at any time after the filing of any bill to foreclose this Mortgade, the Court may, upon application, appoint a receiver of said premises. Such appointment may be made either before or after sale without notice, and without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and without bond being required of the applicant. Such receiver shall have the power to take possession, control and care of said premises and 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

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control des previses and conduct the business, if any, thereof, cither jectorally on by its agents, and with full power to use such measures, lead or equitable, as in its discretion or in the to regard because of year amilian, as presented of its acidentees. recessor to this a tree payment of economic of the avails, centry itemes and profite of or oranies, inclosed actions for the secretary of the potential of the solution of the greather and actions in distribute the tenth of the straig and the power and duthority to erewat in a common of the region provided a common become grantes of sea all all areatter, without notice to the Roligagory of this full paver to cancel or teribate any lease or capacitic ter an escale or any remain which would entitle Mosteyager to antro the same to elect to disaffilm any lease or sublette this widesquert to this Mortgage for subordinaved by the entering appearant to sake ill accessory or proper repairs. Discours of mewals, of scaments, alterations, and the start of the control of the properties to the premises as to it of secondary the premises and all padesi o le 100 her made vam or markeys to parassion, operation and Ty receive all of such avails, rents,

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of redemption, whether there be redemption or not, as well as any further times when the Mortgagor, its heirs, administrators, executors, successors or assigns, except for the intervention or such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are useful 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: (i) the indebtedness secured hereby or by any decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be, or become superior to the lien hereof, or of such decree, provided such application is made prior to foreclosure sale; deficiency in case of tale and deficiency. Any such proceedings shall in no manner prevent or retard the collection of said debt by foreclosure otherwise.

- e. Application of Proceeds of Foreclosure and Sale. The proceeds of any foreclosure and 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 paragraph 24(b) 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 at the Post Maturity Rate; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.
- f. Rescission of or Failure to Exercise Option of Acceleration. That the failure to the Mortgagee to exercise the option for acceleration of maturity and/or foreclosure following any default as aforesaid or to exercise any other option granted to the Mortgagee hereunder in any one or more instances, or the acceptance by Mortgagee of partial payments hereunder shall not

of rune paline at which there be redemption or not; as well as during any inveber times when the Mortunger, its cheirs, administratoro, electors, accossora es assigns, except for the to asserbles of controller of the controller to collect such **ន្ទាំ មុខ២ នាងរ៉ាក់ទ**ានសមាន ព្រះសារីពេល ២០០០១៨ ១០០០០០០០០០០០០០០០០០០០០០០០០ , moligopiones and the first assert the transfer of the terminal and the same of the same tessingen of this by the ego is a first and the control of the control of ducing the cases of care extract the stock from the east that pairwise way ni ebrah sin ni pappar isa addagaga at a aka a at esimetans berroom are thoughout and all a tractions of beyond at in an courte forcestating three Morrophys. Or any tax; model to the settle of the 的是自己的 ing things in the abutor folia Any such proceedings collection of said debt. angen in oi librio

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constitute a waiver of any such default, except as may be provided by law, nor extend or affect the grace period, if any, but such option shall remain continuously in force. Acceleration of maturity, once claimed hereunder by Mortgagee, may, at the option of Mortgagee, be rescinded by written acknowledgement to that effect by the Mortgagee, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity except as may be provided by law nor extend or affect the grace period, if any.

- g. Sale of Separate Parcels. That in case of any foreclosure sale of said premises, the same may be sold in one or more parcels.
- h. Waiver of Statutory Rights. Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or coreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor 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 entirecy.

Mortgagor hereby waives any and all rights of reinstatement and redemption from sale under any order or decree of foreclosure, pursuant to rights herein granted, on behalf of the Mortgagor, the trust estate and all persons beneficially interested Cherein, 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 Chapter 110, Section 15-1601 of the Illinois Revised Statutes.

- i. Post Maturity Rate. The term Post Maturity Rate is deemed to mean interest at Seventeen (17%) percent per annum.
 - 26. Rights and Remedies are Cumulative. That the rights

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h. Higher of Mandebry Sights. Morngager shall not and will not apply for or rail test? or any appreciasant, valuation, away, extension, it exciption has, or any so-estiod "Meratorium fawl," for establish to realish appreciate, in order to provent or sinder the establish of the establish of the establish of the establish of the level of this Mortgage, but here, it will she shall and all who are the establish to all who has the establish to be true the establish of the sectoraged property we are the established and agrees that er, court bester of the level of the sectoraged property about er, court bester particular and agrees about the rantors which are particular and agrees about the rantors which all as an estimator.

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i. Fore Maturity Rare. The tarm Post Maturity Rare is deemed to mean locarest at Seventeen (17%) percent per annum.

25. Bight of And Congding are Costdative. That the rights

and remedies herein provided are cumulative and that the holder of the Note secured hereby and of every other obligation secured hereby may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security or any right or remedy afforded by this Mortgage.

- 27. 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 Mortgager at 6316 S. Western Avenue, Chicago, Illinois, 60636, or to the Mortgagee at 1357 W. 103rd Street, Chicago, Illinois, 60643 (Attn: Commercial Loan Dept.), or at such other place as either party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder.
- 28. <u>Construction</u>. That the realty herein mortgaged being located in the State of Illinois, and the place of contract and payment also being located in Illinois, the Mortgage and the rights and indebtedness hereby secural shall be construed and enforced according to the laws of that State.
- 29. Binding on Successors and Assigns. This Mortgage and all provisions hereof, shall extend to and he binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein, and the holder or holders, from time to time, of the Note secured hereby. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.
- 30. <u>Captions</u>. The captions and headings of various paragraphs are for convenience only and are not to be construed

and conceive herein provided are cumulative and that the holder of the dots scanged harply and of every other obligation secured hereby may ever exclude thereon, issue execution therefored in concert to every other right or reasely avoidable at law or in equity with all of the confidence without affecting or impaintly the security or any right or remedy afforded by this Mortrages.

21. Tiving or Doriver to give up the other party hereto may desire of the coperate to give up the other party shall be in written and the meditor, therefore by certafied mail aforessed to the decrease of the desire and the flate of the state of the sta

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23. birting, a to rear, abatt arrived and participating upon oil grown constraints of and be binding upon Mortgage, we together and the series of through Mortgagor, and the series are rear to the payment of the percent and the series of all such persons are any participated, whether or not such persons shall have ansended the theorem, whether or not such persons shall have ansended the limit of this martgage. The word assign of the successors and assign of the successors and assign of the trace to the successors and from that the trace to the first used. Even the contract or holders, the siegela. The plant the first are the plant, the plant the plant the successors and the siegela. The plant the grant are seen as all conders.

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as defining or limiting, in any way, the scope or intent of the provisions hereof.

- 31. Time is of the Essence. It is specifically agreed that time is of the essence of this Mortgage and that the waiver of the options, or obligations secured hereby, shall not at any time thereafter be held to be abandonment of such rights. Notice of the exercise of any option granted to the Mortgagee herein, or in the Note secured hereby, is not required to be given.
- 32. Covenants to Run with the Land. That all the covenants hereof shall run with the land.
- 33. <u>Subordination of Trust Charges</u>. That Mortgagor, as trustee of the aforesaid, hereby covenants and agrees, notwithstanding the provisions of said Trust, that any commissions, fees, charges, expenses, advance of funds of any other sum of money, if any, and the interest thereon, which may be incurred by Mortgagor, as trustee, and if a lien upon said premises shall be subject and subordinate to the lien of the within Mortgage and that any public sale permitted under said Trust shall be made subject to the lien of the within Mortgage upon the said premises.
- This Mortgage is executed by MARQUETTE Exculpations. NATIONAL BANK, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said MARQUETTE NATIONAL BANK, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said MARQUETTE NATIONAL BANK personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such personal liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as MARQUETTE NATIONAL BANK is personally to pay the said Note or any interest that may accrue

or defining or elabling, in any way, the scope or intent of the provisions become

- 31. Time is of the electron of this Martmage and that the pairves of the electron of this Martmage and that the the pairves of the electron of this Martmage and that the pairves of the content of the electron to be absoluted to the stand of the electron of the electron of the electron of the the fortgages herein, or in the late the martgages herein, or in
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thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such personal liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as MARQUETTE NATIONAL BANK is personally concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look to the premises hereby conveyed for the payment thereof by the enforcement of the lien hereby created in the manner and in said Note provided and/or to any other security given for the indebtedness evidenced by the Note.

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MARQUETTE NATIONAL BANK, as Trustee Trust unaer Agreement January 27, 1970, and known Trust No. 4863,

Trust Officer

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ATTEST

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STATE OF ILLINOIS) SS.
COUNTY OF C O O K)
I, Lorraine A. Schroeder , Notary Public, in and
for said County, in the State aforesaid, DO HEREBY CERTIFY that
Cynthia A. Topps , Trust Officer of MARQUETTE
NATIONAL BANK and
Secretary
Trust Willer of said Trust Company who are personally known to
me to be the same persons whose names are subscribed to the
foregoing instrument as such Trust Officer, and Assistant Trust Secretary
SECRET respectively, appeared before me this day in person and
acknowledged that they signed and delivered the said instrument
as their own free and voluntary act and as the free and voluntary
act of said Trust Company as Trustee as aforesaid for the uses
and purposes therein set forth; and the said Assistant Trust Secretary Excitate then and there acknowledged that
as custodian of the corporate seal of said Trust Company did
affix the corporate seal of said Trust Company to said instrument
as Assistant Trust Secretary's own free and Voluntary act and
as the free and voluntary act of said Trust Company as Trustee as
aforesaid, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal, this 31st ay
of August, 1990. Soverial Chroeder NOTARY PUBLIC
My commission expires:
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.23 COUNTY OF COOR the millighter the same constant and and are same in and ios naid Charly, a cha State efecedaid, DO FERRY CERTIFF that TITHURAR TO SECOND DESTRICT . Assistant da sy fan Norde Sar Sar Silver **บริเทษเกรี หูนี้โดยในสิธิยน ธรรย แต่ง หูกระบุกเมื่**าวแต่ง กระบบ (ค.ศ. พ. เพียว สิคินก็ที่ on to the every particular whose pares are subscienced to the for go eq inctrus on at tack druck officer, and exitatent Trust. bus neared hi year slidt en spersed reassages the merce per mestous administrated that they are in in the said the said instrument as the grown for set of the sub-sub-sub-sub-set free and voluntary act of fain the contract of Ferrica as aforested for the uses daumi dasselesa bite od back (១៨០១៩០១៩) សារមន្តិសេកា ១២២៦៨១៩ខ្លួន រ៉ាង្គេស desorgency of record and property of the contract of the contr ceal of said fract Company did of and Trust Company to said instrument own free and voluntary act and eacter and and the definite Company as Trustee as adres decembers to compress to Color of the indicate and the color of the NOTARY PUBLIC TO THE OWNER OF THE PROPERTY OF THE

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