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COOK COUNTY, ILLINOIS FILEO FOR RECORD

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American Chartered Bank of Lake Zurich 459 South Rand Road Lake Zurich, Illinois 60047

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This instrument was prepared by:

James Scully American Chartered Bank of Lake Zurich

8 22.00

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS MORTGAGE (herein "Intrument") is made this17th duy of September 19. 90., between the Mortgagor/Otarica, American National Bank and Trust Company as Trustee under Trust Agreement dated 02/25/88 and known as Trust #104767-03.

whose address is 33 North LaSalle Street, Chicago, Illinois 60690 (herein "Borrower"), and the Mortgager, American Chartered Bank of Lake Zurich, an Illinois and carring under the laws of the United States, 459 South Rand Road monthly installments of principal and interest, with the belance of the indebtedness, if not sooner paid, due and payable on ... September 17. 1995 ... Check if appropriate:

[X] The Note calls for adjustment in the rate of interest xxxxx DALLY ments. The adjustments shall be a factor of the at the time of interest rate changes to allow for a full amortization of the load in equal monthly installments over the then remaining term of the loan. All the rights and remedies given the note noterin the Note are incorporated herein by reference;

TO SECURE TO LENDER (a) the repayment of the indebtedness evidenced by the Note, with interest therean, and all renewals, extensions and modifications thereof; (b) the repayment of any future advances, with interest thereon, made by Lender to Borrower pursuant to paragraph 30 hereof (herein "Future Advances"); (6) his membrane sufficient for the sufficient of t ЫМКУМВИЛЛИФОМИВЛУБЫ ООКУККИКЕЛУННЫМИНВЕКИКИКИМИКОКИКИКОНОВИКИКИКИКИКИ ИНФИСТОВ В КУПНИКИ ИМЕНТРОВ КИС all other sums, with interest thereon, advanced in accordance herewith to protect the security of this instrument; and (c) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, State of Illinois:

LOT SIX (6) IN THE SUBDIVISION OF LOTS TWENTY-FIVE (25), TWENTY-SIX (26), TWENTY-SEVEN (27), TWENTY-EIGHT (28) AND TWENTY-NINE (29) IN BLOCK SIX (6) IN BAXTER'S SUBDIVISION OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION TWENTY (20), TOWNSHIP FORTY (40) NORTH, RANGE FOURTEEN (14), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Property or Cook County Clerk's TOOSTHER with all buildings, improvements, and tenements now or hereafter erected on the property, and all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, righting pourtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, and water stock appurenant to the property, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, buth tubs, water heuters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture,

shall be deemed to be and remain a part of the real property covered by this Instrument; and all of the foregoing, together with said property (or the leasehold estate in the event this Instrument is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property (and, if this Instrument is on a leasehold, that the ground lease is in full force and effect without modification except as noted above and without default on the part of either lessor of lessee thereunder), that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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Borrower covenants that fluctuaries is inwivilly usined of the estate hereby conserved an action of the grant convey and assign the Frequency land. If this indicates the on a leasabeld, that the second and extent modification except us absent above and without dollarly that the fingerity is unconsumbered, and also their without dollarly that the fingerity is unconsumbered, and also there were will a transfer and definantly subject to any cashment and retrictions a lead of Frequency in any also the covering in any also the covering the first the covering the covering the angle in any and also there is any covering the cove

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- 5. PAYMENT OF PRINCIPAL AND INTEREST. Bottower thall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any prepayment and late charges provided in the Note and all other sums secured by this instrument.
- 2. FUNDS FOR TAXES, INSURANCE AND OTHER CHARGES. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to Linder on the day monthly installments of principal or interest are payable under the Note for an another day designated in writing by Lender), until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of (a) the yearly water and sewer rates and taxes and assessments which may be levied on the Property, (b) the yearly ground rents, if any, (c) the yearly premium installments for fire and other insurance covering the Property as Lender may require pursuant to paragraph 3 hereof, (d) the yearly premium installments for mortgage insurance, if any, and (e) if this instrument is on a leasehold, the yearly fixed rents, if any, under the ground lease, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Any waiver by Lender of a requirement that Borrower pay such Funds may be revoked by Lender's tole discretion, at any time upon notice in writing to Borrower. Lender may require Borrower to pay to Lender, in advance, such other Funds for other taxes, charges, premiums, assessments and impositions in connection with Borrower or the Property which Lender shall reasonably deem accessary to protect Lender's interests (herein "Other Impositions"). Unless otherwise provided by applicable law, Lender may require Funds for Other Impositions to be paid by Borrower in a tump sum or in periodic installments, at Lander's option.

The Funds shall be held in an institution(s) the deposits or accounts of which are Insured or guaranteed by a Federal or state agency (including Lander if Lander is such an institution). Lender shall apply the Funds to pay said rates, ranu, taxes, assessments, insurance premiums and Other-Importations to long as Borrower is not in breach of any covenant or agreement of Borrower in this Instrument. Lender shall make no charge for so holding and applying the Funds, analysing said account or for verifying and compiling said assessments and bills, unless Lander pays Borrower interest, earnings or profits on the Funds and applicable law permits Lander to make such a charge. Borrower and Lander may agree in writing at the time of execution of this Instrument that interest on the Funds thall be paid to Borrower, and unless such agreement is made or applicable law requires in rect, earnings or profits to be paid. Lender shall not be required to pay Borrower any interest, earnings or profits to be paid. Lender shall not required to pay Borrower any interest, earnings or profits on the Funds. Lender shall give to Lorrower, without charge, an annual accounting of the Funds in Lender's normal format showing credits and debits to the Funds was made. The Funds are pledged as additional security for the sums secured by this instrument.

If the amount of the Funds, hid by Lender at the time of the annual accounting thereof shall exceed the amount deemed necessary by Lander to provide for the payment of water and sewer rates, taxes, assessments, insurance premiums, rents and Other impusitions, as they fall due, such excess shall be credited to Botrower on the next monthly installment or installments of Funds due. If at any time the amount of the Funds held by Lender shall be less than the amount deem a recessary by Lender to pay water and sewer rates, assessments, insurance premiums, rents and Other Impositions, as they fall due, Borrower chall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon Borrower's breach of any covenant or a seriment of Borrower in this Instrument, Lender may apply, in any amount and in any order as Lender shall determine in Lender's sole discretion, any Fyrms, held by Lender at the time of application (1) to pay rates, rents, taxes, assessments, insurance premiums and Other Impositions which are not or will hereafter become due, or (4) as a credit against some secured by this Instrument. Upon payment in full of all sums secured by this Instrument, inder that promptly refund to Borrower any Funds held by Lender.

- 3. APPLICATION OF PAYMENTS. Unless applicable law previous insherwise, all payments received by Lender from Sorrower under the Note or this Instrument shall be applied by Lender in the following order of priority; (1) amounts payable to Lender by Sorrower under paragraph 2 hereof; (ii) interest payable on advances made pursuant to paragraph 8 hereof; (iv) interest payable on advances made pursuant to paragraph 8 hereof; (iii) interest payable on any Future Advance, provided that if more than one Future Advance is outstanding, Lender may apply payments received among the amounts of Interest payable on the Future Advances in such order as Lender, in Lender's sole discretion, may determine: (vii) principal of any Fiture Advance, provided that if more than one Future Advance is outstanding. Lender may apply payments received among the principal balances of the Future Advances in such order as Lender, in Lender's sole discretion, may determine; and (viii) any other sums secured by this Instrume(1 ir, such order as Lender, at Lender's option, may determine; provided, however, that Lender may, at Lender's option, apply any sums payable pursuant to paragraph 8 hereof priors of interest on and principal of the Note, but such application shall not otherwise affect the order of priority of application specified in this paragraph 3.
- 4. CHARGES: LIENS. Borrower shall pay all water and sewer cates, rents, taxes, assertments, memiums, and Other Impositions attributable to the Property at Lender's option in the manner provided under paragraph 3 hereof or, if not pe'd in such manner, by Borrower making payment, when due, directly to the payer thereof, or in such other manner as Lender may designate in writing. Borrower shall grampily furnish to Lender all notices of amounts due under this paragraph 4, and in the event Borrower shall make payment directly. Sorrower shall promptly furnish to Lander receipts evidencing such payments. Borrower shall promptly discharge any lien which has, or may hive priority over or equality with, the lien of this instrument, and Borrower shall pay, when due, the claims of all persons supplying labor or materius to or in connection with the Property. Without Lender's prior written permission, Borrower shall not allow any lies inferior to this instrument to be perfected against the Property.
- 5. HAZARD INSURANCE. Bostower shall keep the improvements now existing or hereafter erected on the biopeny insured by carriers at all times satisfactory to Lender against loss by fire, hazards included within the term "extended coverage", reat loss and of an other hazards, casualties, liabilities and contingencies as Lender (and, if this instrument is on a leasehold, the ground lease) shall require and in such amounts and for such periods as Lender shall require. All premiums on insurance policies shall be paid, at Lender's option, in the manner province under paragraph 2 hereof, or by Bostower making payment, when due, directly to the carrier, or in such other manner as Lender may design to in writing.

All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies, and Borrower shall promptly furnish to Lender; all renewal notices and all receipts of paid premiums. At least thirty days prior to the expiration date of a policy, Borrower shall deliver to Lander a renewal policy in form satisfactory to Lender. If this Instrument is on a Isasehold, Borrower shall furnish Lender a diplicate of all policies, renewal notices, renewal policies and receipts of paid premiums if, by virtue of the ground lease, the originals thereof may not be supplied by Borrower to Lender.

In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to Lender. Borrower hereby authorizes and ampowers Lender as attorney-in-fact for Borrower to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and protecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this paragraph 3 shall require Lender to incur any expense or jake any action heraunder. Borrower further authorizes Lender, at Lender's option, (a) to hold the balance of such proceeds to be used so relimbures Borrower for the cost of reconstruction or repair of the Property or (b) to apply the balance of such proceeds to the payment of the sums secured by this instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof (subject, however, to the rights of the lessor under the ground lease if this instrument is on a lessohold).

If the insurance proceeds are held by Lender to reimburse Bostower for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition disbursement of said proceeds on Lender's approvel of such plans and specifications of an architect satisfactory to Lender, contractor's cost stimules, architect's citrificates, waters of liens, aworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Lender may reasonably require. If the insurance proceeds are applied to the payment of the sums secured by this instrument, any such application of proceeds to principal shall not extend or postpone the due dates of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amounts of such lastallments. If the Property is sold pursuant to paragraph 27 hereof or if Lender acquires title to the Property, Lender shall have all of the right, title and interest of Borrower in and to any inturance policies and uncarned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquirition.

4. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASE/IOLDS. Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair premptly and in a good and workmenlike manner all

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or any part of the Property to the equivalent of the crimes of any interest of the property to the equivalent of the crimes of any and the control of such terrors of the event of any damage, injury or loss thereto, whether is not interested or repair, and there is not interested or repair, including improvements, natures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirement of any governmental body applicable to the Property. (f) shall provide for professional management of the Property by a residential rental property manager satisfactory to Lender pursuant so a contract approved by Lender in writing, (g) shall generally operate and maintain the Property in a manner to ensure maximum rentals, and (h) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Property, the security of this instrument of the rights of Lender. Neither Borrower nor any tenant or other person appliance in or on the Property except when incident to the replacement of factores, equipment, machinery and appliances with items of like kind.

If this (naturment is on a leasehold, Borrower (1) shall comply with the provisions of the ground lease, (ii) shall give immediate written notice to Lender of any default by leasor under the ground lease or of any notice received by Borrower from such leasor of any default under the ground lease by Borrower, (iii) shall exercise any option to renew or extend the ground lease and give written confirmation thereof to Lender within thirty days after such option becomes exercisable. (iv) shall give immediate written notice to Lender of the commencement of any remediat proceedings under the ground lease by any party thereto and, if required by Lender, shall permit Lender as Borrower's attorney-in-fact to control and set for Borrower in any such remedial proceedings and (v) shall within thirty days after request by Lender obtain from the lessor under the ground lease and deliver to Lender the leasor's estopped certificate required thereunder, if any. Borrower hereby expressly transfers and assigns to Lender the benefit of all covernants contained in the ground lease, whether or not such covernants run with the land, but Lender shall have no liability with tespect to such covernants nor any other covernants contained in the ground lease.

Borrower shall not surrender the leasehold estate and interest herein conveyed not terminate or cancel the ground lease creating said estate and interests, and Borrower shall not, without the express written consent of Lender, after or amend said ground lease. Borrower coverants and agrees that there shall not be a merger of the ground lease, or of the leasehold estate created thereby, with the fee estate covered by the ground lease by reason of said lease for estate or said fee estate, or any part of either, coming into common ownership, unless Lender shall consent in writing to such merger; if Lornover shall acquire such fee estate, then this instrument shall simultaneously and without further action be apread so as to become a lien on such fee estate.

- 7. USE OF PROPERTY. Unless registed by applicable law or unless Lender has otherwise agreed in writing. Borrower shall not allow changes in the use for which all or any part of the Property was intended at the time this Instrument was executed. Borrower shall not initiate or acquiesce in a change in the zoning classification of the Property without Lender's prior written content.
- 2. PROTECTION OF LENDER'S SECULITY. If Bottower fails to perform the covenants and agreements contained in this Instrument, or if any action or proceeding is commenced which affects the Property or tills thereto or the interest of Lender therein, including, but not limited to, eminent domein, insolvency, code enforcement, or artificements or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums and talle such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including, but not limited to. (1) disbursement of alternia file entry upon the Property to make repairs, (ii) procurement of satisfactory inturence as provided in paragraph 5 hereof, and (iv) if this instrument is on a leasehold, exercise of any option to renew or extend the ground lease on behalf of Borrower and the curing of any default of Borrower in the terms and conditions of the ground lease.

Any amounts distoursed by Lender pursuant to this paragraph 8, with interest thereon, shall become additional indebtedness of Borrower secured by this Instrument. Unless Borrower and Lender agree in other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of distoursement at the rate stated in the Note unless collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law. Borrower hereby covenants and agrees that Lender shall be subgrouped to the filen of any mortgage or other lien discharged, in whole or in part, by the indebtedness secured hereby. Nothing contained in his pragraph 8 shall require Lender to incur any expense or take any action hereunder.

- 9. INSPECTION. Lender may make or cause to be made reasonable entries again and inspections of the Property.
- 18. BOOKS AND RECORDS. Borrower shall keep and maintain at all times at Bo, tr wer's address stated below, or such other place as Lender may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Property and copies of all written contracts, leases and other instruments that the tubject to examination and impection at any-reasonable time by Lender. Upon Lander's request, Borrower shall furnish to Lender, within one hundred and twenty days after the end of each fascal year of Borrower, a balar or at test, a statement of income and expenses of the Property and a statement of changes in financial position, each in reasonable detail and certified by B trower and, if Lender shall require, by an independent certified public accountants. Borrower shall furnish, together with the foregoing financial custements and at any other time upon Lender's request, a rent schedule for the Property, certified by Borrower, showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date, the rent payable and the rent paid.
- 11. CONDEMNATION. Borrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Borrower shall appear in and protected any out action or proceeding unless otherwise directed by Lender in writing. Borrower enthantizes Lender, at Lender's option, as attorney-in-fact for Borrower's commence, appear in and protectly, in Lender's or Borrower's name, any action or proceeding relating to any condemnation or other taking of he Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The rice eds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether elser, or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender subject. If this instrument is on a leasehold, so the rights of lessor under the ground lesse.

Borrower authorizes Lender to apply such awards, payments, procteds or damages, after the deduction of Lender's expenses occurred in the collection of such amounts, at Lender's option, to restoration or repair of the Property or to payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in passgraph 3 hereof, with the balance, if any, to Borrower. Unless Borrower and Lander otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. Borrower agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Lender may require.

- 12. BORROWER AND LIEN NOT RELEASED. From time to time, Lander may, at Lander's option, without giving notice to or obtaining the consent of Borrower's Borrower's successore or assigns or of any junior Benholder or guarantors, without Behility on Lander's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Instrument, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release snyone liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, release from the lien of this Instrument any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or place of the Property, consent to the granting of any estement, join in any extension or subordination agreement, and agree in writing with Borrower to modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable thereunder. Any actions taken by Lender pursuant to the terms of this paragraph 12 thail not affect the obligation of Borrower or Borrower's successors or estigns to pay before a partnership or other entity for payment of the covenants of Borrower contained herein, shall not affect the guaranty of any person, corporation, paramentally or other entity for payment of the covenants of Borrower contained herein, shall not affect the lien or priority of lien hereof on the Property. Borrower shall pay Lender a reasonable service charge, together with such title insurance premiums and autorney's fees as may be incurred at Lender's option, for any such action if taken as Borrower's request.
- 13. FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender is exercising any right or remedy hersunder, or otherwise afforded by applicable law, shall not be a waiver of or precised the exercise of any right or remedy. The acceptance by Lender of payment of any sum accured by this Instrument after the due date of such payment shall not be a waiver of Lender's right to slither require prompt payment when due of all other sums to accured or to declars a default for failure to make prompt payment. The procurement of insurance or the payment of takes or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtadess secured by this Instrument, nor shall Lander's receipt of any awards, proceeds or damages under paragraphs 5 and 11 hereof operate to cure or waive Borrower's Aefault in payment of turns secured by this Instrument.

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13. FORREARANCE by Leviden and Advisor of Bearing the charges of each in entrology of active and all of an entrology of an ent

- 15. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Instrument is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lender a security interest in said items. Borrower agrees that Lender may file this Instrument, or a reproduction thereof, in the real estate records or other appropriate indea, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Borrower agrees to execute and delives to Lender, upon Lender's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this fastrument in such form as Lender may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extentions, senewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Instrument, including replacements and additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Instrument, including the covenants to pay when due all sums secured by this Instrument, Lender shall have the remedies of a secured by this Instrument, Lender shall have the remedies of a secured by this Instrument, lender shall have the remedies and property specified above as part of the Property s
- 16. LEASES OF THE PROPERTY. As used in this paragraph 16, the word "lease" shall mean "sublease" if this Instrument is on a leasehold. Borrower shall comply with and observe Borrower's obligations as landlord under all leaves of the Property or any part thereof. Borrower will not lesse any ponion of the Propeny for non-residential use except with the prior written approval of Lander. Borrower, at Lender's request, shall furnish Lender with recited copies of all leases now existing or hereafter made of all or any part of the Property, and alt leases now or hereafter antered into will be in form and substance subject to the approval of Lander. All leases of the Property shall specifically provide that such leases are subordinate to this instrument; that the tenant attorns to Lander, such assornment to be effective upon Lender's acquisition of title to the Property; that the tenunt agre is to execute such further evidences of attornment as Lender may from time to time request; that the attornment of the tenant shall not be terminated by foreclosure; and that Lender may, at Lender's option, accept or reject such attornments. Borrower shall not, without Lender's written content, excute, modify, sustender or terminate, either orally or in writing, any lease now existing or hereafter made of all or any part of the Property providing for a term of three years or more, permit an essignment or sublease of such a lease without Lender's written consent, or request or consent to the sub-ridination of any lease of all or any part of the Property to any lien subordinate to this Instrument. If Borrower becomes aware that any terent proposes to do, or is doing, any act or thing which may give rise to any right of set-off against rent. Barrower shall (1) take such steps at the or reasonably calculated to prevent the accrual of any right to a set-off against rent, (11) notify Lender thereof and of the amount of said set-offs, and (W) within ten days after such accrual, reimburse the tenant who shall have acquired such right to set-off or take such other steps as shall effectively fischarge such set-off and as shall essure that tents thereafter due shall continue to be payable without ses-off or deduction.

Upon Lender's request, Borrower shall assign to Lender, by written instrument satisfactory to Lender, all trases now existing or hereafter made of all or any part of the Property and all security deposits mode by tenants in connection with such leases of the Property. Upon assignment by Borrower to Lender of any leases of the Property, Lender Livil have all of the rights and powers possessed by Borrower prior to such assignment and Lender shall have the right to modify, extend or terminate state existing leases and to execute new leases, in Lender's tole discretion.

- 17. REMEDIES CUNTULATIVE. Each remedy provided in this intrament is distinct and cumulative to all other rights or remedies under this instrument or afforded by law or equity, and may be exercised come manuly, independently, or successively, in any order whatsoever,
- 18. ACCELERATION IN CASE OF BORROWER'S INSOLVENCY. If Berower shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any simil it es successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency or of file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Borrower shall fall to obtain a vacation or its of involuntary proceedings brought for the reorganization, dissolution or liquidation of Borrower, or if Borrower shall be adjudged a bankrupt, or if a trustee or receiver shall be appointed for Borrower or Borrower's property, or if the Property shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if Borrower shall make an assignment for the benefit of Borrower's creditors, or if there is an assachmen, an cusion or other judicial science of any portion of Borrower's assets and such selecte is not discharged within lead days, then Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable without prior notice to Borrower, and Lender me, invoke any remedies permitted by paragraph 27 of this Instrument. Any automory's fees and other expenses incurred by Lender in connection vist Borrower's bankruptcy or any of the other aforested by this Instrument pursuant in per agraph 8 hereof.
- 19. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWER; ASSUMPTION. On tale or transfer of (i) all or any part of the Property, or any interest therein, or (ii) beneficial interests in Bostower (if Bostower is not) natural person or persons but is a corporation, partnership, trust or other legal entity), Lender may, at Lender's option, declare all of the sums secured by this instrument to be immediately due and payable, and Lender may invoke any remedies permitted by paragraph 23 of this instrume. This option shall not apply in case of
 - (a) transfers by devise or descent or by operation of law upon the death of a joint tenant or a partner;
 - (b), sales or transfers when the transferce's creditworthiness and management ability are satisfactory to Lender rio the transferce has executed, prior to the sale or transfer, a written assumption agreement containing such terms as Lender may require including, if required by Lender, an increase in the rate of interest payable under the Note;
 - (c) the grant of a leasehold interest in a part of the Property of three years or less for such longer lease term as Lender may permit by prior written approval 1 not containing an option to purchase fencept any interest in the ground lease, if this instrument is on a leasehold;
 - (d) sales or transfers of beneficial interests in Borrower provided that such sales or transfers, together with any prior sales or transfers of beneficial interests in Borrower, but excluding sales or transfers under aubparagraphs (a) and (b) above, do not result in more than 49% of the beneficial interests in Borrower having been sold or transferred since commencement of amortisation of the Note; and
 - (e) sales or transfers of fixtures or any personal property pursuant to the first paragraph of paragraph & hereof.
- 10. NOTICE Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this instrument or in the Note shall be given by mailing such notice by certified mall addressed to Borrower at Borrower's address stated below or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this instrument or in the Note shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 21. SUCCESSORS AND ASSIGNS EQUND: JOINT AND SEVERAL LIABILITY: AGENTS: CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and estigns of Lender and Borrower, subject to the provisions of paragraph 19 hereof. All covenants and agreements of Borrower shall be joint and several. It exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as subscrized by Lender. The captions and headings of the paragraphs of this instrument are for convenience only and are not to be used to interpret or define the provisions hereof.
- 22. UNIFORM INSTRUMENT: GOVERNING LAW: SEVERABILITY. This form of instrument combines uniform coverants for rational we and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering test property and related fixtures and personal property. This instrument that be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this instrument or the Note conflicts with applicable law, such conflict shall not affect existent that instrument or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this.

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Instrument and the Note are declared to be reverable. In the event that any applicable law limiting the amount of interest or other-charges permitted to be collected from Borrower is interest to has any charge privided for a this instrument of interest or other-charges repartely or together with other charges event to controlled with the left unitary had the Note that a with a with the second law, such that Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amount, if any, previously paid to Lender in excess of the amounts payable to Lender pursuant to such charges as reduced shall be applied by Lender to reduce the principal of the indebtedness evidenced by the Note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all indebtedness which is secured by this instrument or evidenced by the Note and which constitutes interest, as well as all other charges levied in connection with such indebtedness which constitute interest, shall be deemed to be allocated and spread over the stated term of the Note. Unlass otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest computed thereby is uniform throughout the stated term of the Note.

- 13. WAIVER OF STATUTE OF LIMITATIONS. Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce the Note or any other abligation secured by this Instrument.
- 24. WAIVER OF MARSHALLING. Notwithstanding the existence of any other security interests in the Property held by Lender or by any other party. Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower, any party who consents to this Instrument and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.
- 15. CONSTRUCTION LOAN PROVISIONS. Borrower agrees to comply with the covenants and conditions of the Construction Loan Agreement, if any, which is hereby incorporated by reference in and made a part of this Instrument. All advances made by Lender pursuant to the Construction Loan Agreement shall be indebtedness of Borrower secured by this Instrument, and such advances may be obligatory an provided in the Construction Loan Agreement. All sums disbursed by Lender prior to completion of the improvements to protect the security of this Instrument up to the principal amount of the Note shall be treated as disbursements pursuant to the Construction Loan Agreement. All such sums shall bear interest from the date of disbursement at the rate stated in the Note, unless collection from Borrower of interest as such tate would be contrary to applicable law in which and all such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law and shall be payable upon notice from Lender to Borrower requesting payment therefor.

From time to time as Lender that direct, assignments of any and all rights or claims which select to the construction of the Property and which Borrower may have against any part, a applying or who has supplied labor, materials or services in connection with construction of the Property. In case of breach by Borrower of the curent hand conditions of the Construction Loan Agreement, Lender, at Lender's option, with or without entry upon the Property. (i) may invoke any of the rights or remedies provided in the Construction Loan Agreement, (ii) may accelerate the sums secured by this instrument and invoke those remedies provided in paragraph 27 hereof, or (iii) may do both. (f. after the commencement of amortization of the Note, the Note and this instrument are sold by Lander, from and after such sale the Construction Loan Agreement shall cease to be a part of this instrument and Borrower that not asset any right of set-off, counterclaim or other claim or defense arising out of or in connection with the Construction Loan Agreement regainst the obligations of the Note and this Instrument.

ASSIGNMENT OF BENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. At part of the confideration for the indebtedness evidenced by the Note, Borrower hereby boolutely and unconditionally assigns and transfer to Lender all the rante and traveluce of the Property, including those now due, past due, or to become fue by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the renu and rave was of the Property are payable. Borrower hereby authorizes Lender or Lender's agents; seen to collect the afaresaid sents and revenues and hereby dir.c. each tenant of the Property to pay such sents to Lender or Lender's agents; provided, however, that prior to written notice given by Lender Ic 1 prower of the breach by Barrower of any covenant or agreement of Barrower in this instrument. Borrower shall collect and receive all rents and reverses, of the Property as trustee for the benefit of Lender and Borrower, to apply the cents and revenues so collected to the sums secured by this I introduced in the order provided in peragraph I hereof with the bulance, so long as no such breach has occurred, to the account of Borrower, it being intended by Borrower and Lander that this assignment of tents consultures an absolute assignment and not an assignment for additional security only. Up in delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this instrument, and without the necessity of Lender entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appoint of textiver. Lender thall immediately be entitled to possession of all send and revenues of the Property as specified in this paragraph 26 as the same become due and payable, including but not limited to tunts then due and unpaid, and all such cents shall immediately upon delivery of such notice be held by Borrower as trustee for the benefit of Lender only: provided, however, that the written notice by Lender to Borrower of the breach by Acrower thall contain a statement that Lender exercises lis rights to such rents. Borrower agrees that commencing upon delivery of such written notic of t orrower's breach by Lender to Borrower, each tenant of the Property thati make such rents payable to and pay such rants to Lender or Lender's agrics on Lender's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each registration, without any liability on the part of said tenant to inquire further as to the existence of a default by Borrower,

Borrower hereby covenants that Borrower has not executed any prior assignment of said rants, that the reserver has not performed, and will not perform, any acts or has not executed, and will not execute, any instrument which would prevent Lender from exercising its rights under this paragraph 26, and that at the time of execution of this instrument there has been no anticipation or prepayment of any of the rents of the Property for more than two months prior to the due dates of such rents. Borrower covenants that Borrower will not hereaf at officer or except payment of any rents of the Property more than two months prior to the due dates of such rents. Borrower further covenants that Borrower will execute and deliver to Lander such further assignments of rents and revenues of the Property as Lander may from time to time required.

Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Lender may in person, by meent or by a court-appointed receiver, regardless of the adequacy of Lander's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution of consideration of lesses, the collection of all reast and revenues of the Property, the making of repairs to the Property and the execution of termination of constacts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this instrument, in the event Lander elects to seek the appointment of a receiver for the Property upon Borrower's breach of any covenunt or agreement of Borrower in this instrument, Borrower hereby expressly consents to the appointment of such receiver. Lander or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All renu and revenues collected subsequent to delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this instrument shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the renu, including, but not limited to, attorney's feet, receiver's feet, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Borrower as lessor or landlord of the Property and then to the source secured by this instrument. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Property by season of anything done or tell under under this paragraph 26.

If the same of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the reats, any funds expended by Leader for such purposes shall become indebtedness of Borrower to Leader secured by this instrument pursuant to paragraph 8 hereof. Unless Leader and Borrower agree in writing to other terms of payment, such amounts shall be payable upon notice from Lander to Borrower sequesting payment thereof and shall bear interest from the date of disburiement of the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law.

Any entering upon and trking and maintaining of control of the Property by Lender or the receiver and any application of rants as provided harein shall not cure or waive any default hereunder or lavalidate any other right or remedy of Lender under applicable law or provided herein. This assignment of rants of the Property shall terminate at such time as this Instrument ceases to secure indebtedness held by Lender.

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Non-Uniform Covenants. Brove and Lender uther covenant age of a follows:

- 27. ACCELERATION; REMEDIES. Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, including, but not limited to, the covenants to pay when due any sums secured by this Instrument, Lender as Lender's option may declare all of the sums secured by this Instrument to be immediately due and payable without further demand and may foreclose this Instrument by judicial proceeding and may invoke any other remedies permitted by applicable taw or provided herein. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney's fees, costs of documentary evidence, abstracts and title reports.
- 28. RELEASE. Upon payment of all sums secured by this Instrument, Lender shall release this Instrument. Borrower shall pay Lender's restonable costs incurred in releasing this Instrument.
- 29. WAIVER OF HOMESTEAD AND REDEMPTION. Borrower hereby waives all right of homestead exemption in the Property. If Borrower is a corporation, Borrower hereby waives all right of redemption on behalf of Borrower and on behalf of all other persons acquiring any interest or title in the Property subsequent to the date of this Instrument, except decree or judgment creditors of Borrower.
- 30. FUTURE ADVANCES. Upon request of Borrower, Lender, at Lender's option so long as this Instrument secures indebtedness held by Lender, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Instrument when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Instrument, not including sums advanced in accordance herewith to protect the security of this Instrument, exceed the original amount of the Note 31. Rider. This Mortgage is subject to the Rider which is attached hereto and made a part hereof.

IN WITNESS WHEREOF, Borrower has executed this Instrument or has caused the same to be executed by its representatives thereunto duly authorized.

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American National Bank and Trust Company as Tru	stee
under Trust Agreement dated 02/25/88 and known	40 100 1 200 0 200 1 1 1 1 1 1 1 1 1 1 1
as Trust #104767-03.	
1 Pilemene	
MEET PY SIDENT	ASSISTANT SECRETARY
	Borrower's Address:
Ox	1034 W. Belmont Avenue
	Chicago, Illinois 60657

32. EXCULPATORY CIAUSE. If the Borrover is a trustee, then this Instrument is executed by the trustee, not personally, but as trustee as aforesaid, in the exercise of the power and authority conferred upon and invested in it as such trustee (and said trustee in its personal and individual capacity hereby warrants that it as trustee possesses full power and authority to execute this Instrument), and it is expressly understood and agreed by the Lender are every other person now or hereafter claiming any right or security hereunder that nothing contained herein or any promissory note given in conjunction herewith shall be construed as creating any liability on said trustee in its individual capacity presonally to pay any obligations under the terms of this Instrument or promision, note given in conjunction herewith or any interest that may accrue upon the aforesaid, or any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived, but this waiver shall in no way effect the personal liability of any other party, including without limitation, the beneficiary of said trustee, under this Instrument, or any promissory note, given in conjunction herewith, or any guaranty given in conjunction with either this Instrument or any promissory rute.

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State of Illinois County of ANNE M. MARCHERT .,'a Notary Public in and for said 1, Potest specially do hereby certify that Potest special results for the property of the State aforesald, do hereby certify that Potest special results for the property of the special results for the property of the pro personally National Bank and Trust Company of Chicago and American National Bank and Trust Company of Chicago and American National Bank and Trust Company of Chicago and American National Bank and Trust Company of Chicago and American National Bank and Trust Company of Chicago and American National Bank and Trust Company of Chicago this day in person and severally acknowledged that as such ... ROODER . 1109. PROSTORE. ... President and ... ASSISTED Secretary, they signed and delivered the said instrument of writing as ... Sequid. Man Prosident and Secretary for the purposes therein set forth. SEP 17 4 1990 A.D. 19 Given under my hand and notarial seal this. anne MMerchant "OFFICIAL SEAL ANNE M. MARCHERT My commission expires: Notary Public NOTARY PUBLIC, STATE OF ILLINOIS er commission Explies 04/23/94 INDIVIDUAL ACKNOWLEDGMENT STATE OF ILLINOIS. County ss: a Notary Public in and for said county and state, do hereby certify that personally known to me to be the same person(s) whose name(s)..... subscribed to the foregoing instrument, appeared

before me this day in person, and acknowledged thathe ... signed and delivered the said instrument as free

and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official scal, this

My commission expires:

ATA COUNTY CORTA SORRIGO

State of Illinois

UNOFFICIAL COPY

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Large Public

RIDER 1

RIDER ATTACHED TO A CERTAIN MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT DATED September 17, 1990 BETWEEN

American National Bank and Trust Company as trustee u/t/a dated 02/25/88 a/k/a Trust #104767-03.

(THE "BORROWER") AND AMERICAN CHARTERED BANK, AN ILLINOIS STATE BANK (THE "LENDER")

- 32. RESTRICTION ON MORTGAGE, PLEDGE OR ASSIGNMENT. The Borrower shall not pledge, assign, transfer, hypothecate or in any way incumber the Property, or attempt to enter into such pledge, assignment, transfer, hypothecation or encumbrance of the Property, or attempt to do so, by the Borrower, shall be an event of default under the terms of this Instrument, and the Lender shall have the right to pursue all remedies in the event of such default as set forth herein.
- 33. WAIVER OF RIGHTS OF REDEMPTION. In the event of the commencement of a judicial proceeding to foreclose this Mortgage, the Borrower, on behalf of itself, its successors and assigns, and each and every person it may legally bind acquiring any interest in or title to the Property subsequent to the date of this Mortgage: (a) does here, expressly waive any and all rights of appraisement, valuation, stay, extension and (to the extent permitted by law) redemption from sale under any order or decree of foreclosure of this Mortgage; and (b) does hereby agree that when sale, or his successor in office, shall be and is hereby authorized immediately to execute and saliver to any purchaser at any sale a deed conveying the Property showing the amount paid therefore, or if purchased by the person in whose favor the order of decree is entered, the amount of his bid therefore.
- 34. COSTS OF COLLECTION. If the Borrower fails to perform the covenants and agreements contained in this Instrument, the Borrower agrees to pay to the Lender all costs incurred by the Lender in enforcing its rights hereunder, which costs shall include, without limitation, the following: all costs and expenses of taking possession of the property and or holding, using, leasing, maintaining, repairing, improving and selling the same, including, without limitation, the costs charges and expenses and reasonable attorney's fees incurred during the course of any Mortgage foreclosure proceeding; any and all Lender for appraiser's fees, documentary and expert evidence, stenographer's charges, publication costs, fees and expenses for examination of title, title searches, guarantee policies, torrens certificates, and similar assurances with respect to the title to

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RICER ATTACHED TO A CERTAIN MORTCAGE, ASSISSMENT OF RENT.

RECURITY ACREEMENT CATED ROLLED 19 120 BETWEEN RECIONAL BETWEEN BOOK ON THE "BORROWSH") AND AMERICAN CHARTERS BANK, AN ILLINOIS STATE BANK (THE "IENDER")

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the property; all prepayment or like premiums, if any, provided for under the terms of this instrument; and all other fees and costs and expenses which the Lender deems necessary to prosecute any remedy which it has under this Instrument, or to inform bidders at any sale which may be had pursuant to its rights hereunder, of the true condition of title to or of the value of the Property.

American National bank and Trust Company as Trustee under Trust Agreement dated 02/25/88 and known as Trust #104767-03,

> ASSISTANT SECRETARY South Clark's Office

VICE PRESIDENT

the property; all prepayment of like bredigms, if any, provided for under the terms of this instrument; and all other recent costs and expenses which the bender deces necessary to prosecute any remerly which it has under this Instrument, or the bidders at any sale which may be had pursuant to its riches hereunder, of the true condition of title to or of the value or the Property.

American Vational bank and Trust Company as Trustew under Trust Aersement dared 02/25/98 and known as Trust #104/67-03

THE WATER

(1414) 1389 341

RIDER (2)

ENVIRONMENTAL PROTECTION RIDER

Neither the Borrower, nor to the best of the Borrower's knowledge, any previous owner of the Premises has received any written notice of a violation with respect to any law governing the use, storage or disposal of any hazardous waste, toxic substances or related materials ("Hazardous Materials"). For the purposes of this representation and warranty, Hazardous Materials shall include, but shall not be limited to, substances defined as "hazardous substances or "toxic substances" in the Comprehensive Environment Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9061 et seq., Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1802, The Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., and those substances defined as "hazardous waste" in Section 1003(j) of the Illinois Environmental Protection Act (Ill.Rev.Stat. ch. 111 1/2 Para. 1001 et seq.) and the regulations adopted and publications promulgated pursuant to said laws. The Borrower shall indemnify and hold the MORTGAGEE and its successors and assigns narmless from and against all liability, including all foreseeable and unforeseeable consequential damages, directly, or indirectly arising out of the use, generation, storage or disposal of Hazardous Materials, including without limitation, the cost of any required or vicessary repair, cleanup or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or subsequent to the execution of this Mortgage, to the full extent that such action is attributable, directly or indirectly to the use, generation, storage or disposal of Hazardous Materials on the Premises.

OCS PROPERTY, INC., an

Illinois corporation

James O'Connor, President

RIDER (2)

ENGLY ROTTESTORY LAUSSMIDSTANS

Weither the Borrower, not to the best of the Borrower's knowledge, any previous owner of the Fremiscs has received any written notice Of a violetion with respect to any lew hoversing the see, see see or disposal of any hazardous waste, toxic substances or a liter materials ("Hazardous" Materials"), a ror the farpowers representation and warranty. Macardons Materials onell in shall not be limited ttd. Asubstances defined as substances" or "torkic substances" in the Congressionalisa 🗈 Response Compensation and Thability Not of 1939, or U.S. C. Sec. 9061 et seg., Hazardoas Materials Treson 49 U.S.C. Sed. 1802, The Resource Conservation is recovery for, 42 U.S.C. Sec. (6901 by gg ... and those voleterer defined an Tharardous waster in Section 1007(j) of the I Jinois Sevience of the Protection Aut (III. Rev. Stat. oh. 1111 1/2 Total 1001 of section and the control of the con the regulations adopted and publication, proadlying pursual said laws. The Borrdwer shall indemily and field the wattracts and its successors and assigns harmless that and adainst at Lindbilt including all foreseable and untique table consequential dustant directly, or indirectly asising for of the use generation attended or disposal of Hazardous Materials, including a theory limitation, the cost of any required or necessary repair, elenan or detection of detection and the preparation of each color of color required plans, whicher such setter is required or secossary prior to or subsequent to the executive of this Moregade, to the fall extent that such action is a tributable, directly or indirectly to the neel deneration, athird or disposal of Harardous Neterials on the Premises.

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