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MORTGAGE

THIS INDENTURE WITNESSETH:

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72-74-806 D1

That HARRIS TRUST & SAVINGS BANK, an Illinois Banking Association, not personally or individually, but solely as Trustee under Trust Agreement dated September 23, 1977, and known as Trust No. 37947 hereinafter called "Mortgagor", has contemporaneously herewith, for value received, executed and delivered a promissory note, payable to the order of the Mortgagee named hereinafter for the principal sum of EIGHT HUNDRED TEN THOUSAND AND NO/100 (\$810,000.00) DOLLARS, payable in the following manner, to-wit:

With interest at the rate of TEN AND THREE FOURTHS (10-3/4%) PERCENT per annum, computed on the basis of a 360 day year consisting of twelve 30-day months, payable in lawful money of the United States of America, said principal and interest being payable in monthly installments of \$7,792.95. All such monthly payments shall be made on the first day of each month commencing on February 1, 1991 and shall be applied first to interest and the balance to principal. The entire unpaid balance of the indebtedness provided for in such Note, with all accrued and unpaid interest, shall be due and payable without notice or demand seven (7) years from the date the first regular payment is due. (the "Maturity Date").

Prepayment is permitted only as provided in said Note.

If any payment required on said Note is not made on the due date thereof the entire unpaid balance of the indebtedness secured hereby and evidenced by said Note shall bear interest thereafter

THIS INSTRUMENT WAS PREPARED BY:

James P. Ziegler
STONE, POGRUND, KOREY & SPAGAT COOK COUNTY, ILLINOIS
221 North LaSalle Street, #3200
Chicago, IL 60601

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MAIL TO:
BRUCE PETERSON
ROYAL NEIGHBORHOODS AMER. SM 66
.230 16th STREET
ROCK ISLAND, IL 61201

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at the rate of FOURTEEN AND THREE FOURTH (14-3/4%) PERCENT per annum until such past due amount is paid in full, and both principal and interest are to be paid on the due dates thereof at the office of FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND, 475 E. 162nd Street, South Holland, Illinois, or at such other place as the holder of such Note may in writing appoint, provided should compliance with any agreement contained herein or in the Note secured by this Mortgage result in usury, then only so much interest shall be paid as will not amount to an extraction of interest in excess of that allowable by law.

1. Payments on account of principal of the Note may be made prior to maturity only in accordance with the special provisions, if any, relating thereto, contained in the Note.

2. NOW, THEREFORE, the said Mortgagor for the purpose of securing the payment of said Mortgage Note and interest thereon, as well as securing the performance of all the covenants, undertakings and provisions herein contained by the said Mortgagor to be performed or contained in any other instrument given to secure the indebtedness evidenced by said Note, and in further consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration to the Mortgagor in hand paid, the receipt whereof is hereby acknowledged does, by these presents, CONVEY and MORTGAGE unto ROYAL NEIGHBORS OF AMERICA, an Illinois Fraternal Benefit Society, at 230 Sixteenth Street, Rock Island, IL 61201 (hereinafter called "Mortgagee"), and to its successors and

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assigns, the following described real estate, located in the County of Cook:

See legal Description attached as Exhibit A

together with all improvements thereon situated and which may hereafter be erected on or placed thereon, and all and singular the tenements, hereditaments, appurtenances and easements thereunto now or hereafter belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the Mortgagee as additional security and as an equal and primary fund with the property herein conveyed for the repayment of the moneys secured by this Mortgage, and any and all appurtenances, fixtures and equipment in or that may at any time be placed in any building now or hereafter standing on said premises. Mortgagee is further authorized at its option, to execute and deliver to the holders of any leases upon said premises, binding receipts for any payments made under the terms of any such lease or leases, and to demand, sue for and recover any such payments when due. Mortgagee shall perform every obligation of the lessor and shall enforce every obligation of the lessee in every lease that is assigned to Mortgagee or any tenancy in which the rents are assigned to Mortgagee and shall not modify, alter, waive, extend or cancel any such lease or any part thereof, nor anticipate for more than one month any rents that may be collectible under such lease or that may have been assigned to Mortgagee and shall not further assign any such lease or any such rents.

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TO HAVE AND TO HOLD the above described property with the appurtenances and fixtures thereto appertaining or belonging unto the mortgagee, its successors and assigns, forever, for the purposes herein set forth and for the security of said Note hereinbefore described.

3. It is mutually covenanted and agreed, by and between the parties hereto that, in addition to all other things which at law or by convention are regarded as fixtures, and specifically including but not by way of limitation, all shades and awnings, screens, carpets, shrubbery, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, electric refrigerators, air conditioning apparatus, oil and gas burners, stokers and other heating equipment, cooking apparatus and appurtenances and other such goods and chattels as may ever be furnished by a landlord in letting and operating an unfurnished building, similar to any building now or hereafter standing on said premises, whether or not the same are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner whatsoever, which are now or hereafter to be used upon said described premises shall be conclusively deemed to be "fixtures" and an accession to the freehold and a part of the realty, whether affixed or annexed or not, and conveyed by this Mortgage and all the estate, right, title, or interest of the said Mortgagee in and to said premises, property, improvements, furniture, apparatus, furnishings and fixtures, are hereby expressly conveyed, assigned and pledged.

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5. The Mortgagor covenants and agrees (which covenants and agreements are hereby expressly declared to be of the essence of this indenture but subject to the provisions of paragraph 22 hereinafter contained), that until the indebtedness aforesaid shall be fully paid, the mortgaged property shall be maintained in good repair and condition, and that all taxes and assessments levied or assessed upon the mortgaged property, or any part thereof, shall be promptly paid as and when the same become due, or deposit made as hereinafter provided, and that no part of the mortgaged property or any interest therein shall be sold or forfeited for any tax or assessment whatsoever nor shall any lien of mechanic or materialmen or any person whatsoever be allowed to attach to said mortgaged property nor shall anything be permitted to be done on said mortgaged property that may impair the value or the security of the indebtedness to be effected by virtue of this indenture and in case of the failure of the Mortgagor to pay such

4. The Mortgagor covenants and warrants that under the trust agreement above described it has full right and power to convey and mortgage the said mortgaged property, and covenants and agrees to execute and deliver, and cause to be executed and delivered all further instruments of title necessary or by the Mortgagee deemed advisable to effectuate the first mortgage security hereby intended to be given, when, on reasonable notice, so requested by the Mortgagee.

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taxes or assessments as and when the same become due and payable or to keep the building, furniture, furnishings, apparatus, fixtures and appurtenances constituting a portion of the mortgaged property in good repair or to pay any such liens of mechanics or materialmen or to pay premiums for insurance hereafter required or keep and observe and pay promptly when due and in full all of the terms and conditions and rental provided for in any master lease, then the mortgagee may, at its or their option, pay such premiums, taxes or assessments or redeem the mortgaged property from any tax sale or purchase any tax title obtained thereon, and the mortgagee may at any time pay or settle any or all suits or claims for liens of mechanics or materialmen or any other claims that may be made against the mortgaged property, or make repairs to the mortgaged property or procure replacement insurance and all moneys paid for such purposes, and any other moneys disbursed by the mortgagee, to protect the lien of this indenture, with interest thereon at the rate of 14-3/4 percent per annum from the date of the payment thereof by the mortgagee, shall become so much additional indebtedness secured by this indenture, and shall be a charge on the mortgaged property prior and paramount to the note and interest thereon, and shall be included in any decree foreclosing this indenture and be paid out of the rents or proceeds of sale of the mortgaged property if not otherwise paid by the mortgagee; and it shall not be obligatory to inquire into the validity of such tax deed, taxes or assessments or sale thereof or of liens of

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mechanics or materialmen or into the necessity of such repairs in
 advancing moneys in that behalf, but nothing herein contained
 shall be construed as requiring the Mortgagee to advance or expend
 any money for taxes, special assessments or for other purposes
 aforesaid, nor shall the making of any payment or advancement by
 the Mortgagee be in any event construed as a waiver of the right
 to avail of any breach of covenant committed, but suit for
 foreclosure against mortgaged property may, at the option of the
 Mortgagee be entered for said default as if no such payment or
 advancement had been made.

6. The Mortgagee further covenants and agrees if the
 Mortgagee shall desire to contest in good faith the amount or
 validity of any tax or any portion thereof levied or assessed
 against the said property, then the Mortgagee will, out of the
 property and funds held by the Mortgagee as Trustee under the
 Trust Agreement above described, deposit with the Mortgagee
 hereunder, an amount equal to one hundred percent (100%) of the
 taxes remaining unpaid and such additional amounts from time to
 time as may be necessary to keep on deposit at all times an amount
 equal to one hundred (100%) of the said taxes remaining unpaid and
 all interests, penalties and costs accrued or accumulated thereon
 by reason of such contest. In lieu of such deposit, and in the
 event Mortgagee desires to contest in good faith the amount or the
 validity of any future Mechanic's Lien claim asserted against the
 real estate and premises described in attached Exhibit "A", at the

option of Mortgagor, Mortgagor at its sole cost and expense, may obtain and deliver to Mortgagee a title indemnity in form and amount satisfactory to Mortgagee and by a title insurance Company acceptable to Mortgagee, insuring the priority of the lien created hereby over such taxes or such Mechanic's Lien claim. Mortgagor shall further advance to Mortgagee and agrees to pay for any and all reasonable attorneys' fees incurred by Mortgagee in reviewing and approving such title indemnity prior to Mortgagee being obligated to accept such title indemnity. The holder of any such deposited funds (whether the Mortgagee hereunder or the depositary) shall have full power and authority to apply any amount so deposited to the payment of any unpaid taxes or Mechanic's Lien claim to prevent the sale or forfeiture of the mortgaged property for nonpayment thereof. The said holder, however, shall not be liable for any failure to apply any amount so deposited unless the Mortgagor, prior to any other application of such funds by the holder thereof as aforesaid, shall have unconditionally, in writing, requested the application of such amount to the payment of the particular taxes or Mechanic's Lien claim with reference to which they were deposited. Nothing in this Indenture contained shall require the Mortgagor to pay, discharge or remove any charge, assessment, taxes, levy, lien or other imposition upon or against the mortgaged property, or any part thereof, (which charge, assessment, tax, levy, lien or other imposition is hereinafter sometimes referred to as "imposition") so long as the Mortgagor in good faith shall proceed to contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection of the

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imposition so contested and the sale of the mortgaged property, or any part thereof, to satisfy the same, and so long as the mortgagor shall have deposited, as security for the satisfaction of such imposition, moneys in amount and in the manner hereinabove provided, then during the pendency of any such legal proceedings neither the mortgagor nor the depositary shall have the right to pay, remove or discharge said imposition so contested. Upon the termination of such legal proceedings, said moneys shall be applied by the mortgagor or the depositary to the payment, removal and discharge of such imposition, and the interest and penalties in connection therewith and charges accruing in such legal proceedings, and the balance, if any, shall be paid to the mortgagor, provided that the mortgagor is not in default under this indenture, and in the event that such moneys shall be insufficient for this purpose, the mortgagor shall forthwith, out of the property and funds held by the mortgagor as trustee under the Trust Agreement above described, pay over to the mortgagor or the depositary, an amount of money sufficient, together with the moneys then held pursuant to this paragraph, to pay the same. In the event of any default by the mortgagor under this indenture, the holder of any such deposited funds is authorized to use the money deposited under this paragraph to cure or remedy said default or to pay the said imposition, as the mortgagor may in its sole discretion elect.

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7. The Mortgagor further covenants and agrees (which covenants and agreements are hereby expressly declared to be of the essence of this Indenture but subject to provisions of paragraph 22 hereinafter contained) to pay or cause to be paid out of the property and funds held by the Mortgagor as Trustee under the Trust Agreement above described, insurance premiums necessary to keep all buildings, improvements and fixtures constituting part of the Mortgaged Premises until the indebtedness secured hereby is fully repaid, insured for public liability and property damage and against rental loss and loss or damage, by fire, lightning, tornado, war, damage or such other casualty as may be determined by the Mortgagor for such amounts and in such insurance company or companies as may be satisfactory to the Mortgagor, and it is hereby expressly agreed that the Mortgagor shall not be liable for any failure to insure or for the insolvency or irresponsibilities of any such insurance company or companies. All sums recoverable on any such insurance policy shall be made payable to the Mortgagor, as an additional insured and/or by a mortgage clause, satisfactory to the Mortgagor, to be attached to such policies, except in case of sale pursuant to a foreclosure of this Mortgage from which time and until the period of redemption shall expire, said insurance policy or policies shall be made payable to the holder of the certificate of sale. All such policies shall be deposited and retained by the Mortgagor as additional security for

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the indebtedness secured by this mortgage and by the holder of the certificate of sale for the amount secured by any certificate of sale or decree of foreclosure; and in the event any such insurance policy shall expire during the life of this mortgage, or any extension thereof, the mortgagor hereby agrees to procure and pay for insurance policies complying with the above qualifications replacing said expired policies and deposit them with the mortgagee together with receipts (showing the premiums therefore have been paid in full) ten (10) days prior to said expiration date. In cases of loss the mortgagee or the holder of any certificate of sale or the holder of the decree of sale, is hereby authorized to settle and adjust any claims under such policies or to allow said mortgagor to settle with the insurance company or companies the amount to be paid upon the loss; and in either case such holder of the policy is authorized to collect and receipt for any such insurance money and apply it, at the option of the mortgagee, in reduction of the principal or any other indebtedness hereby secured, whether due or not, or may allow the mortgagor to use said insurance money, or any part thereof, in repairing the same or restoring the improvements, without affecting the lien hereof for the full amount secured hereby and during the time said insurance money may be retained by the mortgagee the mortgagee shall not be liable for any interest thereon; that in case of a loss after foreclosure proceedings have been instituted, the proceeds of any such insurance, if not applied as aforesaid in

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repairing damage or restoring improvements, shall be used to pay the amount due in accordance with the decree of foreclosure and any other indebtedness secured hereby, and the balance, if any, shall be paid to the owner of the equity of redemption on reasonable request or as the court may direct. Notwithstanding, and in addition to the above and foregoing, Mortgagor agrees to maintain and pay for the following insurance:

(A) All-risk casualty insurance issued by companies and in form acceptable to Mortgagee, in amounts sufficient to satisfy all co-insurance requirements, and for not less than the full replacement cost of all buildings and improvements now or hereafter located on the subject real estate and premises and including a Mortgagee's clause acceptable to Mortgagee showing Mortgagee as such without contribution.

(B) Loss of Rents insurance coverage for a period of at least one year, payable 1/12th monthly, and in amounts reasonably satisfactory to Mortgagee. (Such insurance coverage must contain at Mortgagee's sole option, agreed amount endorsements.)

(C) Comprehensive General Liability Insurance coverage in amounts reasonably satisfactory to Mortgagee.

All policies of insurance shall be with companies and in form reasonably satisfactory to Mortgagee, and shall contain provisions for at least 30 days written notice to Mortgagee and to FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND prior to cancellation or non-renewal. Mortgagor shall deposit original

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policies or certified true copies thereof with mortgagee together with receipts showing all premiums paid for at least one year in advance.

8. It is further covenanted and agreed that the Mortgagor, in addition to payments hereinafter specified, will deposit with the Mortgagee, or its duly authorized agent on the first day of the first month following the date of the disbursement of any of the proceeds of the Note secured hereby and on the first day of each month thereafter during the term of this Mortgage a sum equal to one-twelfth (1/12th) of 100% of the annual general real estate taxes and special assessments as reasonably estimated by Mortgagees as they become due. The Mortgagee will not be liable for interest on such deposit or deposits nor shall the Mortgagor be allowed or credited with any interest on such deposit or deposits.

In the event such deposit for the payment of taxes and special assessments is insufficient to pay such taxes and special assessments in full when due, the Mortgagor covenants and agrees to deposit with the Mortgagee, or its duly authorized agent, forthwith and without demand, a sum sufficient to enable such taxes and special assessments to be paid in full. In the event the amount so deposited for taxes and special assessments exceeds the amount required to pay said taxes and special assessments in full, the overplus shall be treated as a deposit on account of the taxes and special assessments next falling due and shall pro-rata reduce the amount required to be deposited under this paragraph on the next payment date or dates.

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14.

9. The Mortgagor covenants and agrees on demand to make, execute and deliver such further and other instruments in the nature of a security interest or otherwise, in form satisfactory to the Mortgagee as the Mortgagee may from time to time demand, conveying and granting unto the Mortgagee a good and lawful lien upon the furniture, furnishings, apparatus and equipment now or hereafter located on the mortgaged premises (and now or hereafter owned by the Mortgagor), and duly acknowledge the same, and record the same to the end that a first lien thereon may exist in favor of said Mortgagee, and will make, execute, acknowledge, record and deliver from time to time and when requested by the Mortgagee such further and other affidavits and instruments which may be necessary in law or in equity to preserve and keep the lien upon said furniture, furnishings, apparatus and equipment now or hereafter located on the mortgaged premises (and now or hereafter owned by the Mortgagor), a good first lien upon the same for the purposes aforesaid. Nothing in this paragraph contained shall be construed as making any of the mortgaged property personally or as changing the intention of the parties hereto as to the real estate, it being understood and agreed, anything herein contained to the contrary notwithstanding, that any and all of the mortgaged property constitutes an integral part of the real estate and is appropriated to the use thereof, and that such security interest and other instruments are intended to be effective only if as a matter of law any of the mortgaged property is not real estate.

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11. It is expressly understood and agreed that in the event of the passage, after the date of this Indenture, of any law of the State of Illinois, deducting from the value of land for the purpose of taxation any lien thereon or changing in any way the laws now in force for the taxation of mortgages or trust deeds for state or local purposes, or the manner of the collection of any such taxes, so as to make it obligatory on the Mortgagee to pay such taxes, then the Mortgagor shall out of the property or funds held by the Mortgagee as trustee, as aforesaid, pay or promptly reimburse the Mortgagee for the payment of such taxes, and upon failure of the Mortgagor so to do, the whole of the principal so secured by this Indenture, together with the interest accrued thereon, and the amount of such taxes, shall at the option of the

10. It is expressly understood and agreed that in the event of the passage, after the date of this Indenture, of any law of the State of Illinois, changing or modifying the foreclosure laws of said State or the effect thereof, the Mortgagee may in the event of default institute foreclosure proceedings either (a) under the laws of the State of Illinois as such laws existed at the date of this Indenture, or (b) under the laws of the State of Illinois as they shall exist at the date of the commencement of proceedings to foreclose the lien of this Indenture. This Mortgage shall be governed by and construed according to the laws of the State of Illinois.

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Statutes.

Paragraph 6404, 4(1)(c) of Chapter 17 of the Illinois Revised Statutes. hereby secured is made for the purpose of carrying on or acquiring a business of the Mortgagor pursuant to the provisions of 12. a. Mortgagor represents and warrants that the loan

notice to the Mortgagor.

hereunder shall at once become immediately due and payable without unpaid accrued interest thereon, and any other amounts due amount of said Note at such time remaining unpaid, together with after expiration of any applicable grace period, the principal control of any court, then, at the option of the Mortgagee, and Junior Lien or if said premises shall come into the possession or event that any proceeding shall be begun to enforce or collect any of any improvement or portion thereof on said premises, or in the Mortgagee, or in the event of the threatened removal or demolition conditions contained herein or in said Note to be performed by the performance of any of the other covenants, provisions or principal of the Note, or in the event of default in the payment of the Note, or in the event of default in the payment of interest on 12. in the event of default in the payment of interest on

rate permitted by law.

not amount to an exaction of interest in excess of the highest portion of tax or charge shall be paid by the Mortgagor as will the payment of such tax or charge result in usury, then only such Mortgagee become due and payable. Provided, however, that should said Mortgagee, after thirty (30) days prior notice to the

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13. The Mortgagor covenants and agrees (which covenants and agreements are hereby expressly declared to be of the essence of this Indenture but subject to the provisions of paragraph 22 hereinafter contained) that in the event of any default by the Mortgagor hereunder the Mortgagor will, whether before or after the whole of said Note 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 the sale therein, forthwith upon demand of the Mortgagee surrender to the Mortgagee, and the Mortgagee shall be entitled to take actual possession of the mortgaged property, or of any part thereof, personally or by its agents or attorneys as for condition broken and in its discretion may, with or without force, and without process of law, enter upon, take and maintain possession of all, or any part of said mortgaged property, together with all documents, books, records, papers and accounts of the Mortgagor relating thereto, and may exclude the Mortgagor, its agents or servants, wholly therefrom, and may, in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the mortgaged property and conduct the business thereof, either personally or by its agents, and the Mortgagee may at the expense of the mortgaged property, from time to time, either by purchase, repair or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions,

shall apply the moneys arising as aforesaid as follows:

with the operation, management and control of the mortgaged property and the conduct of the business thereof, the mortgagee shall have the right to manage and operate the mortgaged property and to carry on the business thereof, and to exercise all rights and powers of the mortgagor with respect thereto, as it shall deem best, and the mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the same and any part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and all payments which may be made for taxes, assessments, insurance and prior or proper charges on the mortgaged property, or any part thereof, including the just and reasonable compensation for the services of the mortgagee and of the attorneys, agents, clerks, servants and others employed by it properly engaged and employed for services rendered in connection with the operation, management and control of the mortgaged property and the conduct of the business thereof, the mortgagee shall apply the moneys arising as aforesaid as follows:

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(1) To the payment of interest on overdue principal and overdue interest on the Note at the rate therein provided;

(2) To the payment of the interest accrued and unpaid on the note;

(3) To the payment of the principal of the Note at such time remaining outstanding and unpaid;

(4) To the payment of all other charges secured by or created under this Indenture; and

(5) The balance, if any, after the payment in full of the items hereinabove in subparagraphs (1), (2), (3) and (4) of this paragraph enumerated, shall be paid to the Mortgagor.

14. The Mortgagee shall have the right, although it shall not be required so to do, to remain in possession of the mortgaged property and to collect the rents, issues and profits therefrom until the issuance of a Sheriff's Deed to the mortgaged property pursuant to any decree of foreclosure in any proceeding to foreclose the lien created by this Indenture, notwithstanding the sale of the mortgaged property pursuant to any such decree unless the amount bid at such sale shall be sufficient to pay in full the amount due under the terms of such decree and under the terms of this Indenture, and the net rents, issues, and profits accruing from the mortgaged property after the sale thereof pursuant to such decree remaining after the payment of all charges and expenses paid or incurred by the Mortgagee in accordance with the

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provisions of this paragraph shall be applied by the Mortgagee from time to time in partial satisfaction of any deficiency reported to the Court after such sale. The Mortgagee in its discretion, is hereby authorized to surrender, after the approval of the Sheriff's Report of Sale, possession of the premises to any person who may redeem the property from the Sheriff's Sale, provided that the Mortgagee shall take proper steps to insure the segregation of the rents, issues and profits applicable to the payment of the deficiency decree, if any. This Indenture shall remain in full force as a lien on the rents, issues and profits of the mortgaged property until the indebtedness secured hereby is paid in full or until the issuance of a Sheriff's Deed thereto. The provision of this paragraph shall survive any decree of foreclosure and any proceedings to foreclose the lien created by this Indenture and are a part of the consideration to the Mortgagee for the acceptance of the Note and this Indenture as security therefor. Upon the payment in full of the indebtedness which shall then be due and payable hereunder whether by lapse of time, declaration or otherwise, the Mortgagee shall restore to the Mortgagor possession of the mortgaged property, which shall thenceforth be subject to this Indenture the same as if such entry had not been made. The power of entry and the power incidental thereto as herein provided may be exercised as often as occasion therefor shall arise and their exercise shall not suspend or modify any other right or remedy hereunder.

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15. The Mortgagor covenants and agrees (and it is expressly declared that the Mortgagor would not have made the loan secured by this Indenture if the Mortgagor did not so covenant and agree, and such covenants and agreements are hereby expressly declared to be the essence of this Indenture but subject to the provisions of paragraph 22 hereinafter contained) that in the event the Mortgagor shall default hereunder and the Note shall become due and payable, either by lapse of time or by acceleration as herein provided, the Mortgagor shall have the right immediately to foreclose the lien of this Indenture and upon the filing of any bill for that purpose the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the Mortgagor, or any party claiming under the Mortgagor, and without regard to the solvency or insolvency at the time of the application for a receiver of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of the mortgaged property or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appointed a receiver, whether nominated by the plaintiff, or otherwise, in such foreclosure suit for the benefit of the mortgagee, with power to collect the rents, issues and profits of the mortgaged property during the pendency of such foreclosure suit, and in case of sale and deficiency, until the issuance of a Sheriff's Deed to the mortgaged property; and the Mortgagor hereby consents to the application from time to

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time of the net amount in receiver's hands in payment, in whole or in part, of any or all of the following items: (1) Amounts due upon the indebtedness secured hereby. (2) Amounts due upon any decree entered in any suit foreclosing this indenture. (3) Insurance of the mortgaged property; or (4) taxes, special assessment or any other lien or charge upon the mortgaged property, whether superior or subordinate to the lien of this indenture, or any decree foreclosing the same.

to in case of foreclosure of the lien of this indenture by the mortgagee in any court of law or equity, there shall be allowed reasonable compensation for all court costs and expenses incurred by the plaintiff, including attorneys' fees, stenographer's charges, costs of procuring abstracts of title and continuations thereof, opinions of title or title guaranty policies and continuations thereof, and costs of procuring testimony and evidence and statements of witnesses and documentary evidence, if any, incurred by the mortgagee in and about any such suit or proceeding or in the preparation therefor, and in case the mortgagee shall be made party to any suit or legal proceeding by reason of this indenture, its costs, expenses, reasonable fees and the charges of its counsel, for services in such suit or proceeding, shall be a further lien or charge upon the mortgaged property. All such fees and expenses allowable pursuant to the provisions of this paragraph shall be so much additional indebtedness secured hereby and shall be a charge on said

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mortgaged property prior and paramount to the Note and interest thereon, and whenever possible shall be provided for in any judgment or decree entered in any such proceeding. There shall be included in any decree foreclosing the lien of this Indenture and be paid out of the rents or proceeds of any sale made in pursuance of any such decree in the following order (1) all costs of such suit or suits, advertising, sale and conveyance, including attorneys' and stenographers' fees, outlays for documentary evidence and costs of said abstract and examination of title; (2) all moneys advanced by the Mortgagee for any purpose authorized in this Indenture, with interest on such advances at fourteen and Three Fourths (14-3/4%) percent per annum from the date of such advances; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all of the principal of the Note and any other amounts due under the provisions of this Indenture at such time remaining unpaid. The over-plus of the proceeds of the sale, if any, shall then be paid to the Mortgagor on reasonable request. In case, after legal proceedings are instituted to foreclose the lien of this Indenture, tender is made of the entire indebtedness due hereunder, the Mortgagee shall be entitled to reimbursement for expenses incurred in connection with such legal proceedings, including such expenditures as are enumerated above, and such expenses shall be so much additional indebtedness secured by this Indenture.

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19. The covenants, agreement, conditions, promises and undertakings in this Indenture contained shall extend to and be binding upon the Mortgagor and any and all persons claiming any interest in the mortgaged property by, through or under the Mortgagor, the same as if they were in every case named and expressed, and all of the covenants hereof shall bind them and inserted.

18. The invalidity of any one or more covenants, phrases, sentences, clauses or paragraphs of this Indenture shall not affect the remaining portions of the Indenture, or any part thereof, and in the event that any one or more of the covenants, phrases, clauses, sentences or paragraphs contained herein should be invalid, this Indenture shall be construed as if such invalid covenants, phrases, clauses, sentences or paragraphs had not been inserted.

17. It is expressly understood and agreed that the Mortgagor shall remain liable for the payment of the Note and all interest thereon and all other indebtedness secured by this Indenture (but which liability shall be regarded as binding upon the Mortgagor only to the extent of the property and funds held by the Mortgagor as trustee under the trust agreement above described) notwithstanding any extension of time of payment of principal or interest on the Note or any indulgences of any kind or nature of any sort whatsoever which the Mortgagee or the depositary may give, grant or permit to any subsequent ownership of the mortgaged property without notice to the Mortgagor and the Mortgagor hereby expressly waives any such notice.

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21. The Mortgagor for itself, its successors and assigns, and for any and all persons acquiring any interest in or title to

above granted powers and authority. foreclosure of the lien hereof shall not affect or impair the entire balance of the debt hereby secured. Entry of a decree of this Mortgage or the liability of Mortgagor for payment of the nothing in this section shall in any way affect the security of authority is irrevocable and coupled with an interest, and that aforesaid. Mortgagor hereby agrees that the foregoing power and proceeds of any such award to be applied on the mortgage debt as Mortgagor agrees to pay over to Mortgagee promptly the next collect such award and the same is collected by the Mortgagor the failure. In the event Mortgagee does not exercise its option to any failure to collect any awards, regardless of the cause of such deficiency decree, and Mortgagee shall not be held responsible for whether then matured or subsequently to mature, or on any a credit on any portion of the mortgage debt selected by it, collection or handling of said fund, to apply the net proceeds as proceeds of any such award any expenses incurred by it in the owner of the mortgaged premises and, after deducting from the condemnation awards heretofore made or hereafter to be made to any empowered, at its option, to collect and receive any and all 20. The Mortgagee is hereby expressly authorized and

consent to any such transfer by Mortgagor. paragraph shall not be construed as constituting Mortgagee's benefit of the Mortgagee, its successors and assigns, but this each of them, both jointly and severally and shall inure to the

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32. This instrument is executed by the undersigned Mortgagee, not personally, but as trustee under the terms of that certain Trust Agreement, dated the 23rd day of September, 1977, and is enforceable only against, and is payable out of the trust property held hereunder, or its evidence only of a right of payment out of the income, proceeds or avails of the trust property, as the case may be; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, warranties, undertakings and agreement herein made are made and intended not as personal covenants, warranties, undertakings and agreements of the Mortgagee, or for the purpose of binding them or any of them personally, but this instrument is executed and delivered by the Mortgagee as trustee, solely in the execution of the powers conferred upon it as such trustee, and no personal liability or personal responsibility is assumed by; nor shall at any time be asserted or enforced against said Mortgagee, on account hereof, or on account of any covenants, warranties, undertakings or agreement

the mortgaged premises subsequent to the date hereof, hereby expressly waives and releases the following (a) any and all right of redemption from sale under order or decree of foreclosure of this Mortgage; and (b) any and all rights to a partial release of this Mortgage and further acknowledges that it has no right to obtain a partial release of this Mortgage from Mortgagee hereunder, or under the Note secured hereby.

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herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holders hereof and by all persons claiming by or through or under said parties or holders, but nothing contained herein shall modify or discharge the personal liability expressly assumed by any guarantor of Mortgagor's obligations hereby created or created in the Note or other documents secured hereby, which guarantor may be the beneficiary of Mortgagor.

25. The Mortgagor covenants and agrees on or before ninety (90) days after the end of each calendar year to furnish the Mortgagor, or cause to be furnished to the Mortgagor, each year until the indebtedness secured hereby is fully paid, financial statements for guarantors of the indebtedness secured by this Mortgage, for such calendar year certified by or the guarantors and in such detail as is satisfactory to the Mortgagor. In addition Mortgagor shall furnish to Mortgagor financial statements prepared exclusively for the mortgaged premises including, but not necessarily limited to, a balance sheet, a statement of the annual income derived from the leasing or other utilization of the premises, the detailed operating expenses and an occupancy statement disclosing tenant information satisfactory to the Mortgagor. In the event of a monetary default under this Mortgage or the Note secured hereby, or if said required financial

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24. Mortgagor in addition to the required payments of principal and interest and the required deposits for payment of taxes and special assessments will deposit with the Mortgagor monthly commencing with the first installment of principal and interest a sum equal to 100% of the premiums which will next become due on policies of fire and other insurance requirements of this Mortgage (all as estimated by the Mortgagor) divided by the number of months to elapse before one month prior to the date when such premiums will become due, such sums to be held by the Mortgagor, without interest accruing thereon, to pay such premiums when due. If the amount of such deposits shall exceed payments by the Mortgagor for such premiums the excess shall be credited on subsequent deposits to be made by the Mortgagor. If such deposits shall be insufficient to pay such premiums when due, Mortgagor shall pay to the Mortgagor the amount of the deficiency on the first day of the month following the determination of the amount of the deficiency. Such deposits shall be based upon 100% of the prior year's insurance premiums.

Statements are not received by the Mortgagor on or before the due date, the Mortgagor shall have the right to have independent auditors of its choice inspect the books and records of the Mortgagor, the beneficiaries and Guarantors in order to obtain and verify the necessary information required by this provision. The cost and expense of any such examination by auditors chosen by the Mortgagor shall be paid for by the Mortgagor upon demand.

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25. The Mortgagor shall provide for the management of the mortgaged premises in a satisfactory manner. Any management agreement or contract entered into by the Mortgagor shall contain a provision that it shall be subject to termination by the Mortgagor, without penalty and with or without cause, upon written request. In the event of a default of any nature in the Note secured hereby, in this Mortgage or in any other security instrument held by the Mortgagor, and the expiration of any applicable cure period, the Mortgagor shall have the right to terminate any management agreement, contract or agents/managers responsible for the property management, if, in the sole opinion of the Mortgagor, said property management is unsatisfactory in any respect. Upon receipt of written request from the Mortgagor, the Mortgagor shall immediately terminate any such management agreement, contract or agents/managers. The Mortgagor shall then make arrangements for the continuing management of the mortgaged premises which are satisfactory to the Mortgagor. If the Mortgagor has not terminated the management agreement, contract or agents/managers within fifteen (15) days after receipt of the Mortgagor's request, the Mortgagor may terminate said management arrangements by forwarding a termination notice to the management agent, with a copy to the Mortgagor.

26. Mortgagor covenants and agrees that it shall suffer or permit no secondary financing; nor subordinate debt instrument of any kind, nor other encumbrance against the Premises nor against

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the beneficial interest in said Trust Number 37947 during the term hereof and that none exist at the date hereof.

27. The Mortgagor and its successors and assigns covenant and agree that there shall be no sale or transfer of all, or any, of its interest (or the interest of its beneficiary or the sale, transfer or assignment of any interest of any partners or shareholders in such beneficiary) in the mortgaged premises or in the beneficial interest of Mortgagor or any interest of any partner or shareholders in such beneficiary without the prior written approval of the Mortgagee. In the event the mortgaged premises, the beneficial interest of Mortgagor, or any part thereof are sold or transferred by the Mortgagor (or any interest therein or in the beneficial interest of Mortgagor by its beneficiary or any interest of any partners or shareholders in such beneficiary) without the prior written consent of the Mortgagee, same shall conclusively be deemed to increase the risk of the Mortgagee and the Mortgagee may declare the entire unpaid principal of the Note secured by this Mortgage and all accrued interest thereon and prepayment penalty provided in the Note secured hereby immediately due and payable. Mortgagee may condition its consent to such a sale upon, among other things and not by way of limitation, payment of a fee equal to two (2%) of the then remaining principal balance due under the Note secured hereby and upon Guarantors of that Note remaining liable thereunder.

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28. In the event that any monthly installment of principal and interest is not received on or before ten (10) days after the due date thereof by the holder of the Note in addition to any other permitted charges under the Note, a "late payment" fee shall be due and owing to the holder of the Note in the amount of four percent (4%) of the amount of the past due monthly installment plus an additional four percent (4%) for each and every subsequent calendar month, or portion thereof, that such monthly installment of principal and interest remains outstanding; provided, however, that nothing in this paragraph shall affect the accruing of interest at the rate set forth in the Note which is due on any principal amount outstanding until paid, and nothing in this

The failure of the holder hereof to exercise any of its options in the event of a sale or transfer on any one occasion shall not be deemed a waiver of its right to exercise any of its options in the event of a subsequent sale or transfer of the mortgaged premises or any interest therein.

For the purposes of the preceding paragraph, the terms, "sell or transfer" shall include in addition to the common and ordinary meaning of those terms and without limiting their generality, any assignment, exchange, trade, installment sale, or other disposition of the undersigned's (or its beneficiary's) interest in all or any part of the premises or of the beneficial interest in the undersigned or of any interest of any partners or shareholders in such beneficiary.

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paragraph contained shall authorize the holder of the Note to collect or demand any payment which would result in the imposition of interest in excess of the maximum amount allowed by law.

29. The Mortgagor covenants and agrees:

(a) Any and all future leases executed in connection with the mortgaged premises shall be on a standard lease form, or forms, approved by the Mortgagee;

(b) All amendments to existing leases and all future leases entered into during the term of this Mortgage will contain no options to purchase and shall be at the then prevailing market rental.

(d) On demand to make, execute, have executed and delivered during the term of this Mortgage such specific Assignment of Lessor's Interest in Leases on the form commonly required by the Mortgagee, as may be required by the Mortgagee, which said assignments shall provide that the assignor shall have the right to collect rents as long as there are no defaults under this Mortgage, the Note secured hereby, or under any other security instrument held by the Mortgagee, and the Mortgagee may, at its option, notify Tenants of said assignments and give notice to Tenants that no payment of rentals in advance of the requirements of said leases are to be made.

30. The Mortgagor represents and covenants to the best of its knowledge that all improvements on the mortgaged premises have

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32. Mortgagor hereby assigns, transfers and sets over to Mortgagor the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. Mortgagor may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagor to restore or rebuild, in which event the proceeds shall be held by Mortgagor and used to reimburse Mortgagor for the cost of the rebuilding or restoring or improvements on said Premises, in accordance with plans and specifications to be submitted to and approved by Mortgagor. If the amount of such award is insufficient to cover the cost of rebuilding or restoring, Mortgagor shall pay such cost in excess of the award, before being entitled to the reimbursement out of the award. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of Mortgagor, be applied on account of the indebtedness secured

31. Mortgagor shall have the right to inspect the mortgaged premises at all reasonable times and access thereto shall be permitted for that purpose.

been constructed in compliance with all applicable zoning and building regulations and that the improvements contain no asbestos material.

24392906

HARRIS TRUST AND SAVINGS BANK, An Illinois Banking Association, not personally or individually, but as Trustee under Trust Agreement dated September 23, 1977 and known as Trust No. 37947.

By: [Signature] Vice President

By: [Signature] Secretary

ATTEST:

this 26th day of December, 1990.

and its corporate seal to be hereunto affixed,

on behalf of its [Signature], attested by its

hand and seal, has caused these presents to be executed, for and

day of September, 1977, known as Trust No. 37947, has affixed its

individually, but as trustee under trust agreement dated the 23rd

IN WITNESS WHEREOF, the Mortgagor, not personally or

of any right or remedy thereafter.

remedy hereunder shall not be a waiver of or preclude the exercise

33. Any forbearance by Mortgagor in exercising any right or

the Note secured hereby.

elect) to repay the indebtedness in accordance with the terms of

election, at the first succeeding date on which Mortgagor could so

application of proceeds (or if Mortgagor then has no such

same rate as though Mortgagor had elected at the time of such

proceeds of the award, a premium on the amount prepaid, at the

secured hereby, Mortgagor shall be entitled to collect, out of the

applying the proceeds of any award on account of the indebtedness

hereby or be paid to any other party entitled thereto. In

Exoner from provision regarding savings bank, stamped on the reverse side hereof, is hereby expressly made a part hereof.

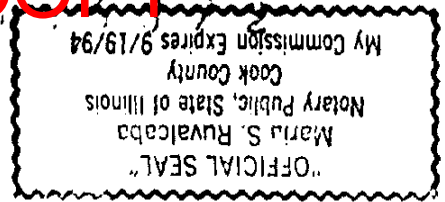
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it is expressly understood and agreed by and between the parties hereto, agreements herein made on the part of the Harris Trust and Savings Bank while in form purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said Harris Trust and Savings Bank are nevertheless each and every one of them made and intended not as personal warranties, representations, covenants, indemnities, undertakings and agreements by the Harris Trust and Savings Bank or for the purpose or with the intention of binding said Harris Trust and Savings Bank personally but are made and intended solely for the purpose of binding that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Harris Trust and Savings Bank not in its own right, but solely in the exercise of the powers conferred upon it by virtue of the trust agreement, and that no personal liability or enforceable responsibility is assumed by, nor shall at any time be asserted or enforceable on account of any warranties, representations, indemnities, covenants, undertakings or agreements in the instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the other parties to this instrument and by all persons claiming by, through, or under said parties. The parties to this instrument hereby acknowledge that under the terms of the land trust agreement the Harris Trust and Savings Bank has no obligations or duties in regard to the operation, management and control of the trust premises, nor does it have any possessory interest therein, and that said bank has no right to any of the rents, avails and proceeds from said trust premises. Notwithstanding anything in this instrument contained the Harris Trust and Savings Bank is not the agent for the beneficiary of its trust, and in the event of any conflict between the provisions of this paragraph and the body of this instrument, the provisions of this paragraph shall control.

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My Commission Expires:

Maria S. Ruvalcaba
Notary Public

December, 1990.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 26th day of

uses and purposes therein set forth.
act, and as the free and voluntary act of said company, for the
of said company to said instrument as his own free and voluntary
corporate seal of said company, did affix the said corporate seal
did also then and there acknowledge that he as custodian of the
decree foreclosing this mortgage, and the said HSF Secretary
any and all rights of redemption from sale under any order or
including the release and waiver of the right of homestead and of
act of said company, for the uses and purposes therein set forth
their own free and voluntary act, and as the free and voluntary
acknowledged that they signed and delivered the said instrument as
respectively appeared before me this day in person and
instrument as such HSF President and HSF Secretary,
the same persons whose names are subscribed to the foregoing
Secretary of said company, personally known to me and known to be
BANK, an Illinois Banking Association, and KENNETH E. JENSON
HERMAN A. KOLE HSF President of HARRIS TRUST & SAVINGS
County, in the state aforesaid, do hereby certify that
I, MARIA S. RUVALCABA, a Notary Public in and for said

STATE OF ILLINOIS)
) SS)
) COUNTY OF)

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Property of Cook County Clerk's Office

EXHIBIT A TO MORTGAGE
LEGAL DESCRIPTION

24392906

1965-1983 N. LAKE TERRACE, GLENVIEW, ILL

04-28-200-054-0000

Beginning at a point on the North line of West Lake Avenue 33.09 feet west of the South East corner of Lot 1; thence North Parallel with the West line of said Lot 1, a distance of 733.50 feet; thence West Parallel with the North line of said Lot 1, a distance of 427.87 feet to the center of a circle with a radius of 60 feet, in Lake Avenue Subdivision of the South 15 acres (except the East 2 chains of the South 660 feet and except the South 420 feet of the West 465 feet) of the East half of the West half of the North East 1/4 of Section 28, Township 42 North, Range 12, East of the Third Principal Meridian, all as shown on Plat of easement recorded as Document 22876283, (except that portion of said easement falling within parcel 1 as Parcel 1 is conveyed by document number 23907176), in Cook County, Illinois.

Easement Appurtenant to and for the Benefit of Parcel 1, as created by deed from Mercantile National Bank of Chicago, a National Banking Association as Trustee under Trust Agreement dated June 9, 1960, and known as Trust Number "1203-TH" to Maureen A. Bonagura, dated April 26, 1977 and recorded April 29, 1977 as Document 23907176 the center line of which is described as follows:

PARCEL 2:

The East 198.51 Feet (as measured on the North line thereof) of the North 324.94 Feet (except the West 32.82 Feet of the South 123.53 Feet thereof) of Lot 1 in Lake Avenue Subdivision of the South 15.0 Acres (except the East 2.0 Chains of the South 660 Feet and except the South 420.0 Feet of the West 465.0 Feet) of the East half of the West half of the North East 1/4 of Section 28, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 1: