OR RECORDER'S OFFICE BOX NO.

makes any warranty with respect thereto, including any warranty of merchantability or filness for a particular purpose	
THIS INDENTURE, made February 23 19.90 , between	
Standard Bank and Trust Company, A/T/U/T	
No. 9473, dated February 19, 1985	2 00000
(NO AND STREET) (CITY) (STATE)	900 ₉₃₈₅₉
herein referred to as "Mortgagors," and	DEPT-01 \$2
Chrysler First Business Credit Corporation	. 7\$1111 TRAN 01-2 02/28/90 11:35:0 \$2955 \$ A * 90-09385
5525 MacArthur Blyd., Irving Texas 75038 (CITY) (STATE)	COOK COUNTY RECORDER Above Space For Recorder's Use Only
herein referred to as "Mortgagee," witnesseth: THAT WHEREAS AND AMERICAN AND JUSTIS INTO MILLIP 1. TWO HUNDRED FIFTY THOUSAND AND N (\$2,250,000.00 -), payable to the order of and delivered to the Mortgagee, in and	aliment note of even date herewith, in the principal sum of O/100 DOLLARS by which note the constant of the principal
sum and interest at the rate and in installments as provided in said note, with a final payment of 19 ⁹⁵ , and all of said principes of the interest are made payable at such place as the holders of the of such appointment, then at the other of the Mortgagee at 5525 MacArthur	the balance due on the 23TQ day of FEDRUARY. note may, from time to time, in writing appoint, and in absence 81 vcl. Suite 460 Try in a
Texas /5038	
NOW THEREFORE, the Morre ago sto secure the payment of the said principal sum of and limitations of this mortgage, and the performance of the covenants and agreements here consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledge Mortgages, and the Mortgages a success and assigns, the following described Real Estate and and being in theVILLAGE of OPR LawnCOUNTYOFCounty of	and Company's 95th Street rth 1/2 of the Northwest 4 of the Northwest 7 North, Range 13, East
4	700
	90093859 \(\forall \)
	x (1)
which, with the property hereinafter described, is referred to herein as the "premises." $ \begin{array}{cccccccccccccccccccccccccccccccccc$	1-005; 24-08-101-004; and
Address(es) of Real Estate: 6311 W. 95th Street, Oak Lawn.	II inois
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances the long and during all such times as Morrgagors may be entitled thereto (which are pledged primarily all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas single units or centrally controlled), and ventilation, including (without restricting the foregoing coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the promised as constituting part of the real estate. TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's success the Mortgagors do hereby expressly release and waive. The name of a record owner is: SUBJECT BANK AND TOLDS COMPLET BANK AND TRUSE COMPLETED For many gardens of two pages. The coverants, conditions and provisions appearing a herein by reference and are a part hereof and shall be binding on Mortgagors, their hers, success Witness the hand and seal of Mortgagors the day and year first above written. DEASE PHINT OF THE CO., as trustee under Trust No. 9473. BYL PLEASE PHINT OF JAMES J. MARTIN, Jr., Trust Officep Attest: LINDA M. KRAJEWSKI, Asset Secretary	y and on a praise with suid real est ale and not secondarily) and it, air condriminally water, light, power, refrigeration (whether ig), screens, window shades, storm doors and windows, floor e a part of said rial estate whether physically attached thereto premises by Mori jagors or their successors or assigns shall be store and assigns, for ever, for the purposes, and upon the uses on Lawy of the State of the on, which said rights and benefits only. ATTITY 9/273, defect. In page 2 (the reverse side of (all neerings) are incorporated sors and assigns. (Seal)
and the contraction and another than a second and the contraction	1, the undersigned, a Noter: Public in and for said County
in the State aforesaid, DO HEREBY CERTIFY that JAMES	1. the undersigned, a Noise, Public in and for said County J. MARTIN, JR. Tr jst Officer
"OFFICIAL SFAL" & LINDA M. KRAJEWSKI, Asst. Secretary	
ENGENDIC STOLE OF MINIORS 1.20 Q appeared before me this day in person, and acknowledged that .	. h. 22. signed, sealed and delivered the said instrument as
OMMERCH EXPIRES 1-20 91 appeared before me this day in person, and acknowledged that the triple of homestead	ses therein set forth, including the release and waiver of the
DIMINION EXPIRES 1-20 91 appeared before me this day in person, and acknowledged that the third free and voluntary act, for the user and purporing to the behavior of homestead. Diven under my hand and official seal, this 2015 day of the property of the	utipy 19 90
OMERSON EXPIRES 1-20 9 appeared before me this day in person, and acknowledged that their free and voluntary act, for the uses and purporight of homestead Diven under my hand and official seal, this 23rd day of Fobricommission expires 1-20-93 Edwin H. Shapiro	MALLY 19 90 Notary Public
DMINION EXPIRES 1-20-91 appeared before me this day in person, and acknowledged that the third of homestead liven under my hand and official seal, this 23rd day of Fohr commission expires 1-20-93 to Commission expire	unry 19 90 Notary Public 19 11 60194
in the control of the	wes therein set forth, including the release and waiver of the unity 19 90 Notary Public aburg - IL 60194

CAMBULATORY CLASSIC ATTACHED HERITO AND MADE A PART DERECE.

(ZIP CODE)

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgages the payment of the whole or any part of the taxes or assessments or charges or lieux between required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgages interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be anlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such potice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagoe, and the Mortgagoe's successors or assigns, against any hability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 6. Mortgagors shall help all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fite, lighting and wind arry under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable. It use of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall diliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver rinewal policies not less than ten days prior to the respective dates of expiration.

- 9. Mortgagors shall pay each item of indebtedness herein rienlioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to N origigors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (a) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained
- 10. When the indebtedness hereby secured shall become due where, by acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof, In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, judication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title as so ortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so-much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the sheet rate now permitted by indebtions with the may be a party, either as plaintiff, claimant or defendant, by reason of this mortgage, a any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such aght to foreclose whether or and actually commenced; or (c) preparations for the defense of any security hereoff or proceeding which might affect the premises or the security hereoff.
- security hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evalenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note is curth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which so n complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment of other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 13. No action for the enforcement of the lies or of any provision bereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
- If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
- 18. This mortgage and all provisions hereof, shall extend to and be hinding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the sote or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or nolders, from time to time, of the note secured hereby.
 - Mortgagors hereto, to the extent permitted by law, waive all rights of redemption.

PINDY W. KRYTEMSKI, ASSI SECROBRY

Attest:

Attent:

Atte

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4. EFFECTIVE DATE OF NEW RATE (CHANGE DATE). Each change of the sixth and twelfth monthly payments and on those same dates from time to sixth and twelfth monthly payments and on those same dates from time to the until this Note is paid in full. If the monthly payment changes as a time until this Note is paid in full.

However, any failure on the part of Chrysler First to provide such notice, shall not forfeit the right of Chrysler First to change the interest rate in accordance with the terms as described refain.

Standard Bank and Trust Co. as trustee under Trust No. 9473

(i) the new interest rate.
 (ii) the amount of the new monthly payment, and (iii) any additional matters which Chrysler First (iii)

Chrysler First shall mail to Morryagor a notice by first class mail if the interest rate is to change. The notice shall advise Mortyagor:

3. CHANGE IN INTEREST PARTE, The interest rate shall be adjusted using the index announced the month prior to the month in which the sixth and twelfth monthly due dates fill, and on those same dates from time to time until this Note is paid in rull. The interest rate will increase or decrease directly with any change in the index. Under no circumstances shall the interest rate increase or decrease more than two percent (2%) in any one year.

2. DEFINITION OF INDEX. The term "index" shall mean the published monthly rate of interest of the six month secondary market CD (certificate of deposit) rate as published monthly in the Federal Reserve Statistical Release G-13, rounded up to the nearest one-quarter percent.

1. INTEREST RATE. Interest shall accrue at a rate equal to the index (as hereinalier defined) from time to time in effect, plus four and three-quarters percent (4.75%) per annum until the entire principal balance is paid in (ull. Notwithstanding any provisions of the Note, it is the understanding and agreement of Montorro Corporation and Chrysler First that the maximum rate of interest to be paid by Montorro Corporation to Chrysler First that First shall not exceed the maximum rate of interest permissible to be considered to nave been payments in reduction of principal. The minimum considered to nave been payments in reduction of principal. The minimum rate of interest considered to nave been payments in reduction of principal. The minimum rate of interest to a loss paid by Montorro Corporation to Chrysler First shall not be less than twelve percent (12%) per annum.

This rider is made part of a certain mortgage dated February 23, 1990, given to secure a Variable interest Rate Promissory Note dated February 23, 1990, wherein Montorro Corporation promises to pay the principal sum of TWO MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,250,000.00) part of the principal remaining from time to time unpaid at the "Initial Interest Rate of 13.5% per annum. Said note provides for changes in the Interest Rate and in the amount of the monthly installment payments due thereon in the following manner:

VARIABLE INTEREST RATE

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result of the change in the interest rate, the monthly payment will change as of the first monthly payment due after the change date.

- IT IS UNDERSTOOD THAT THIS MORTGAGE SECURES A TYPE OF LOAN. VARIABLE INTEREST RATE LOAN AND NOT A FIXED RATE LOAN.
- 6. PAYMENTS. Payment of principal and interest shall be paid monthly on the 23rd day of each month beginning thirty (30) days from the date hereof, and a final payment of all accrued interest and unpaid principal shall be due and payable on February 23, 1995. The initial monthly payment will be in the amount of \$25,771.77. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER MONTHLY PAYMENTS AND DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER MONTHLY PAYMENTS. The amount of the monthly payment will always be calculated so as to be sufficient to repay the principal outstanding and all interest thereon in full and substantially equal payments in 350 months from the date of the Note. In setting the new monthly payment amount on each change date Chrysler First will assume that the interest rate will not change again prior to the final payment date. PAYMENTS. Payment of principal and interest shall be paid monthly amo, ate win

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RIDER

- A. ACCELERATION UPON TRANSFER. If all or any part of the premises or an interest therein is sold, transferred or assigned by Mortgagor or Mortgagor places any subordinate liens on the premises without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, declare all sums secured by this Mortgage to be immediately due and payable.
- B. ASSIGNMENT OF RENTS. The Mortgager hereby sells, assigns, transfers and sets over unto Mortgagee, as trustee, all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or any agreement for the use or occupancy of any part of the premises hereinafter described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the grantee herein under the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the grantee herein, upon the property described, and the undersigned hereby appoints irravocably the above mentioned Mortgages its true and lawful attorney in its name and stead to collect all of said rents, issues and profits arising or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the leases or agreements, written or verball, existing or hereafter to exist, for said premises, and to use such measure?, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or the security of such rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof and to fill any and all vacancies, and to rent, lease or let any portion of said premises to any party or parties, at its discretion, hereby granting full power and authority to exercise each and every rights, privileges and powers herein granted at any and all times hereafter without notice to the Mortgagor herein, their successors and assigns, and further with power to use and apply said rents, issues and profits to the payment of any indeptedness or liability of the undersigned to the said Mortgagee, as trustee, or its successors or assigns, as the holder or holders of said indebtedness due or to become due under and by virtue of the herein mortgage, and also to the payment
- C. No Toxic Wastes. Mortgagor represents that there are no toxic wastes or other toxic or hazardous substances or materials being generated, stored or otherwise used or held on, under or about the Property, or being transported to, from or across the Property, by Portgagor or, to the best of Mortgagor's knowledge, any other person, and Mortgagor shall at no time permit the same. Mortgagor represents that it has not and to the best of its knowledge no other person or other entity has, released or otherwise discharged any such wastes, substances or materials on under or about the Property. In the event that any such wastes, substances or materials are hereafter found or otherwise exist on, under or about the Property, Mortgagor shall take all necessary and appropriate actions and shall spend all necessary sums to cause the same to be cleaned up and immediately removed, and Mortgagee shall in no event be liable or respinsible for any

Standard Bank and Trust Co. as trustee under Trust No. 9473

By: Washing

Attest: LINDA M. KRAJEWSKI, Asst/Secretary

90093859

This Instrument Is signed, seeled and oblighed by STAMDARO BANK AND TRUS COMPANY, potent in its concerns to firm on a stream of the best distance of the bes

costs or expenses incurred in so doing. Mortgagor represents that no portion of the Property is within two thousand (2,000) feet of a toxic waste or hazardous substances problem, or is otherwise subject to any "borderzone" legislation or other restrictions on the construction, sale or occupancy of residential dwellings under any of the laws described below or other environmental protection laws. Mortgagor shall at all times observe and satisfy the requirements of and maintain the Property in compliance with all federal, state and local environmental protection, occupational, health and safety or similar laws, ordinances, restrictions, licenses, and regulations, including but not limited to the Federal Water Pollution regulations, including but not limited to the Federal Water Pollution Prevention and Control Act (33 U.S.C. Section 1251 et seq.), Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), Safe Drinking Water Act (42 U.S.C. Section 300f et seq.), Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.) the Clean Air Act (42 U.S.C. Section 7401 et seq.), and Comprehensive Environmental Response of Compensation and Liability Act (42 U.S.C. Section 9601 et seq.). Should Mortgagor at any time default in or fail to perform or observe any of its obligations under this Paragraph C, Mortgagee shall have the right, but not the duty, without limitation upon any of Lender's rights pursuant thereto, to perform the same, and Mortgagor agrees to pay to Mortgagee, on demand, to perform the same, and Mortgagor agrees to pay to Mortgagee, on demand, all costs and expenses incurred by Mortgagee in connection therewith, including without imitation reasonable attorney's fees, together with interest from the cale of expenditures at the Default Rate specified in the Mortgagor herapy indemnifies Mortgagee and agrees to hold Mortgagee harmless from and against any loss incurred by or liability imposed on Mortgagee by reason of (1) Mortgagor's failure to perform or observe any of its obligations or agreements under this Paragraph C, or (ii) any of its representations under this Paragraph C having been materially incorrect, including without limitation any and all attorneys' fees and costs incurred in connection with any lawsuit or court action, or any proceeding before or involving any state or federal or other regulatory agency or other governmental agency. Mortgagor further agrees that it shall indemnify, defend and hold Mortgagee harmles, from and against any claim, action, suit, proceeding, loss, cost, damage liability, deficiency, fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees) resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any hazardous or toxic wastes or materials on, under, in or about, or the transportation of any such wastes to or from, the Property, or (1) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of hazardous or toxic wastes or materials on, under, in or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost or expense (including without limitation all post-foreclosure cleanup and removal costs and expenses) arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damages, compensation for lost wages, business income, profits, or other economic loss, damage to the natural resources or the environment, ruisance, pollution, contamination, leak, spill, release or other adverse effect on the environment. The obligations of Mortgagor and the right, of Mortgagee under this Paragraph C are in addition to and not in substitution of the obligations of Mortgagor and rights of Mortgagee under the laws and regulations of Mortgagor and rights of Mortgagor under regulations cited above in this Paragraph C, and any other similar INT.

11.7.0. M.K. and La. 3009385

applicable laws. The obligations and indebtedness of Mortgagor, and the rights of Mortgagee, under this Paragraph C and the laws and regulations cited above in this Paragraph C, notwithstanding anything contained herein or in any other document or agreement which may be construed to the contrary, shall survive the foreclosure of this Mortgage, the repayment of the Loan and the termination of the Note and other Loan Documents. As used herein, the terms "toxic" or "hazardous" wastes, substances or materials shall include, without limitation, all those so designated and all those in any way regulated by any of the above-cited laws or regulations, or any other present or future environmental or other similar laws or regulations.

- D. ADDITIONAL MORTGAGOR OBLIGATIONS. Mortgagor shall furnish to Mortgagee:
 - i. Such information regarding business affairs and financial condition as Mortgagee may reasonably request from time to time;
 - ii. Within 90 days after the end of each fiscal year of Mortgagor, Mortgagor shall deliver to Mortgagee complete financial statements setting forth all details of the operation of the Mortgage Property, including an itemized list of rentals and expenses on the Mortgaged Property, a profit and loss statement, balance sheet and reconciliation of surplus, which statements shall be certified by Mortgager and, if Mortgagee shall require, by an independent certified public accountant acceptable to Mortgagee. Mortgagor shall furnish, together with the reregoing financial statements and at any other time upon Mortgagee's request, a rent schedule for the Mortgaged Property, certified by Mortgagor, showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date, the rent payable, and the rent paid.
- E. RIGHT OF INSPECTION. Mortgagee and any persons authorized by Mortgagee shall have the right at any time, upon reasonable notice to Mortgagor, to enter the Mortgaged Property at a reasonable hour to inspect and photograph its condition and state of repair.
- F. MAINTENANCE OF MORTGAGED PROPERTY. Mortgagor shall keep and maintain or cause to be kept and maintained all bulldings and improvements now or at any time hereafter erected on the Mortgage? Property and the sidewalks and curbs abutting them, in good order and condition and in a rentable and tenantable state of repair, and will make or cause to be made, as and when necessary, all repairs, renewals and replacements, structural and nonstructural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen. Mortgagor shall abstain from and shall not permit the commission of waste in or about the Mortgaged Property; shall not remove or demolish, or alter the structural character of, any building erected at any time on the Mortgaged Property, without the prior written consent of Mortgagee; and shall not permit the Mortgaged Property to become vacant, deserted or unguarded. Mortgagor shall not permit any lier or claim to be filed against the Mortgaged Property or any part thereof, Mortgagor shall have a period of ten (10) days from the date of such filing to cause such lien or claim to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

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G. ADDITIONAL EVENTS OF DEFAULT. It shall be an event of default hereunder entitling Mortgagee to accelerate the indebtedness secured hereby if an event of default occurs under (i) that certain Deed of Trust dated the same date hereof, executed by Conroe Limited Partnership to Richard O. Kopf, Trustee, to secure the indebtedness secured hereby, or (ii) that certain Deed of Trust and Assignment of Rents and Leases dated the same date hereof from Montorro Corporation to Lawyers Title of Arizona, Inc., to secure the indebtedness secured hereby.

INT.

Property of County Clerk's Office

RIDER TO SECURITY AGREEMENT AND SECURITY ASSIGNMENT UNDER LAND TRUST

Legal Description of Real Property:

Lots 5, 6, 7 and 8 in Block 3 in H.O. Stone and Company's 95th Street Columbus Manor, being a Subdivision of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 6311 W. 95th Street, Oak Lawn, Illinois

Mortgages and Other liens on the Above Described Property (if none, please state "NONE")