

Mortgage, Security Agreement and Financing Statement

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TOGETHER with all improvements, text ments in versions, and all rents insues and profite thereto belonging, and all rents, issues and profite thereto belong and during at such times or Mortgago beging the entitled thereto (which are piedged primarily and on a parity with said real estate and not secondarily); all tenant security deposits, utility deposits and insurance premium rebates to which Mortgagor may be entitled or which Mortgagor may be holding; and all fixtures, apparatus, equipment and articles (other than inventories held for sale) which relate to the use, occupancy, and enjoyment of the Premises. All of the land, estate and property hereinabove described, real, personal and mixed, whether allixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared (to the maximum extent permitted by law) to form part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be, for the purposes of this Mortgage, deemed to be real estate and conveyed and mortgaged hereby.

gaged hereby.

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

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. MAINTENANCE, REPAIR AND RESTORATION OF IMPROVEMENTS, PAYMENT OF PRIOR LIENS, ETC. Mortgagor shall: (a) promptly repair, restore or rebuild any buildings and other improvements now or hereafter on the Premises which may be dome damaged or destroyed to substantially the same character as prior to such damage or destruction, without regard to the availability or adequacy of any casualty insurance proceeds or eminent domain awards; (b) keep the Premises constantly in good condition and repair, without waste; (c) keep the Premises free from mechanics' liens or other liens or claims for iten not expressly subordinated to the lien hereof (collectively called "Liens"), subject, however, to the rights of the Mongagor set torth in the next Paragraph below; (d) immediately pay when due any indebtedness which may be secured by a lien or charge on the Premises on a parity with or superior to the lien hereof (no such subsequent lien to be permitted hereunder) and upon request exhibit satisfactory evidence of the discharge of such lien to Mortgagee; (e) complete within a reasonable time any building(s) or other improvement(s) now or at any time in process of erection upon the Premises; (f) comply with all federal, state and local requirements of law, regulations, ordinances, orders and judgments and all covenants, easements and restrictions of record with respect to the Premises and the use thereof; (g) make no alterations in the Premises without Mortgagee's prior written consent; (h) suffer or permit no change in the general nature of the occupancy of the Premises without Mortgagee's prior written consent; (i) observe and comply with all conditions and requirements (if any) necessary to preserve and extend all rights, easements, licenses, permits (including without limite in zening variations and any non-conforming uses and structures), privileges, franchises and concessions applicable to the Premises or contract to in connection with any present or future use of the Premises; and (I) pay each item of Indebtedness secured by this Mortgage when due according to the terms hereof and of the Note. As used in this Paragraph and elsewhere in this Mortgage, the term "Indebtedness" means and includes the unraid principal sum evidenced by the Note, together with all interest, additional interest, late charges and prepayment premiums thereon, (if any) and at other sums at any time secured by this Mortgage.

Anything in (c) and (d) a' now to the contrary notwithstanding, Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any lien not express? A bordinated to the lien hereof, and defer payment and discharge thereof during the pendency of such contest, provided: (i) that such contest shall have the effect of preventing the sale or for leiture of the Premises or any part thereof, or any interest therein, to satisfy such lien; (ii) that, within ten (10) day after Mortgagor has been notified of the assertion of such lien. Mortgagor shall have notified Mortgagors shall have deposited with Mortgagors as sum of money which shall be sufficient at all times, increasing such amount, or over additional interest whenever, in the judgment of Mortgagoe, such increase is advisable. Such deposits are to be held without any allowance of majors. If Mortgagor shall fail to prosecute such contest with reasonable diligence or shall fail to pay the amount of the lien plus any interest, cost and experting the below or shall fail to maintain sufficient funds on deposit as hereinabove provided, Mortgagoe may, at its option, apply the money so deposited shall be in sufficient for the payment in full of such lien, together with all interest thereon. If the amount of money so deposited shall be in sufficient for the payment in full of such lien, together with all interest thereon, Mortgagor shall forthwith, upon demand, deposit with Mortgagoe as unlock, when added to the funds then on deposit, shall be sufficient to make such payment in full Mortgagoe shall, upon the final disposition of such, when added to the funds then on deposit, shall be sufficient to make such payment in full and with evidence satisfactory to Mortgagor of the amount of payment to be made.

2. PAYMENT OF TAXES. Mortgagor shall pay all general taxes belt re any penalty or interest attaches, and shall pay special taxes, special assessments, water charges, sewer service charges, and all other charges again at the Premises of any nature whatsoever when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor within thirty (30) drups including the date of payment. Mortgagor shall pay in full "under protest" any tax or assessment which Mortgagor may desire to contest, in the marker provided by law.

3. TAX DEPOSITS. Unless waived from time to time by Mortgagee in writing. Mortrands shall deposit with the Mortgagee, commencing on the date of disbursement of the proceeds of the loan secured hereby and on the first day of low in month following the month in which said disbursement occurs (unless otherwise agreed to by Mortgagee); a sum equal to the amount of all real esset) if the session of low the mount of such taxes next due to be based upon the Mortgagee's rewinnable estimate as to the amount of taxes and assessments to be levied and assessed) reduced by the amount, if any, then on deposit with the Mortgage as, divided by the number of months to elapse before two months prior to the date when such taxes and assessments will first become due and payable. Such deposits are to be held without any allowance or payment of interest to Mortgagor and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such these or assessments (general or special) when the same become due and payable, the Mortgagor shall, within ten (10) days after receipt of demand the reformant he Mortgagee, deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If it is funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits. Said deposits need not be kept separate and apart from any other funds of the Mortgagee.

Anything in this Paragraph 3 to the contrary notwithstanding, if the funds so deposited are insufficient to pay any such taxes or assessments (general or special) or any installment thereof, Mortgagor will, not later than the thirtieth (30th) day prior to the last day on which the same may be paid without penalty or interest, deposit with the Mortgagee the full amount of any such deficiency.

If any such taxes or assessments (general or special) shall be levied, charged, assessed or imposed upon or for the Pramises, or any portion thereof, and if such taxes or assessments shall also be a levy, charge, assessment or imposition upon or for any other premises not encumbered by the lien of this Mortgage, then the computation of any amount to be deposited under this Paragraph 3 shall be based upon the entire amount of such taxes or assessments, and Mortgagor shall not have the right to apportion the amount of any such taxes or assessments for the purposes of such computation.

- 3a. INSURANCE DEPOSITS. For the purpose of providing funds with which to pay premiums when due on all policies of fire and other hazard insurance covering the Premises and the Collateral (defined below) and unless waived from time to time by Mortgagee in writing, Mortgagor shall deposit with the Mortgagee, commencing on the date of disbursement of the proceeds of the loan secured hereby and on the first day of each month following the month in which said disbursement occurs (unless otherwise agreed to by Mortgagee), a sum equal to the Mortgagee's estimate of the premiums that will next become due and payable on such policies reduced by the amount, if any, then on deposit with the Mortgagee, divided by the number of months to elapse before two (2) months prior to the date when such premiums become due and payable. No interest shall be allowed or paid to Mortgagor on account of any deposit made hereunder and said deposit need not be kept separate and apart from any other funds of the Mortgagee.
- 4. MORTGAGEE'S INTEREST IN AND USE OF TAX AND INSURANCE DEPOSITS; SECURITY INTEREST. In the event of a default hereunder, the Mortgagee may, at its option but without being required so to do, apply any monies at the time of deposit pursuant to Paragraphs 3 and 3a hereof on any of Mortgagor's obligations contained herein or in the Note, in such order and manner as the Mortgagee may elect. When the Indebtedness has been fully peid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the Premises as the same appear on the records of the Mortgagee. A security interest, within the meaning of the Uniform Commercial Code of the State in which the Premises are "posted, is hereby granted to the Mortgagee in and to all monies at any time on deposit pursuant to Paragraph's 3 and 3a hereof and such monies and all of Mortgagor's right, title and interest therein are hereby assigned to Mortgagee, all as additional security for the Indebtedness hereunder and shall, in the absence of default hereunder, be applied by the Mortgagee for the purposes for which made hereunder and shall be subject to the direction or control of the Mortgagor; provided, however, that Mortgagee shall not be liable for any failure to apply to the payment of taxes or assessments or insurance premiums any amount so deposited unless Mortgagor, while not in default hereunder, shall have turnished Mortgagee with the bills therefor and requested Mortgagee in writing to make application of such funds to the payment of the particular taxes or assessments or insurance premiums for payment of which they were deposited, accompanied by the bills for such taxes or assessments or insurance premiums. Mortgagee shall not be liable for any act or omission taken in good faith, but only for its grass negligence or willful misconduct.

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5. INSURANCE, Mortgagor shall keep hill outdinks and improvements and the Collate at (de ined)ir Palegron 27 below) now or hereatter situated on said Premises insured against loss in duringe or fire in a co-called "their is is" bas and again (such other hazards as may reasonably be required by Mortgagee, including without limitation of the generality of the loregoing: (a) rent loss or ousiness interruption insurance whenever in the opinion of Mortgagee such protection is necessary; and (b) flood insurance whenever same is available and, in the opinion of Mortgagee, such protection is necessary. Mortgagor shall also provide insurance coverages with such limits for personal injury and death and property damage as Mortgagee may require. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagee, with waiver of subrogation and replacement cost endorsements and a standard non-contributory mortgagee clause attached to all policies, including a provision requiring that the coverages evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgager shall deliver all original policies, including additional and renewal policies; to Mortgagee and; in the case of insurance about to expire the deliver renewal policies not less than thirty (30) days prior to their respective dates of expiration.

Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereon under a standard non-contributory mortgagee clause acceptable to Mortgagee. Mortgagee Mortgagee Mortgagee Mortgagee Mortgagee Mortgagee Mortgagee Mortgagee whenever any such separate Insurance is taken out and shall promptly deliver to Mortgagee the original policy of policies of such insurance. In the event of a foreclosure of the lien of this Mortgage, or of a transfer of title to the Premises either in lieu of foreclosure or by purchase, at the foreclosure sale, all interest in all insurance policies in force shall pass to Mortgagee, transferee or purchase, as the case may be.

Within ninety (90) days following the end of each fiscal year of Mortgagor, at the request of the Mortgagoe, Mortgagoe agrees to furnish evidence of replacement cost, without cost to the Mortgagoe, such as are regularly and ordinarily made by insurance companies to determine the then replacement cost of the building(s) and other improvements on the Premises.

6. ADJUSTMENT OF LOSSES WITH INSURER AND APPLICATION OF PROCEEDS OF INSURANCE. In case of the loss or damage by fire or other casualty. Mortgagee is authorized: (a) to settle and adjust any claim under insurance policies which insure against such risks; or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, Mortgages is authorized to collect and receipt for any such insurance monies. So long as: (a) each lease applicable to the Premises is in full force and effect and each tenant thereunder is not in default and such loss or damage shall not result in the termination or cancellation of any of those leases of give any tenant thereunder the right to terminate or cancel its lease; (b) no insurer denies liability as to any insured or claims any right of participation in any of the Mortbagee's security; and (c) this ', 'ort jage is not in default; then such insurance proceeds, after deducting therefrom any expense incurred by Mörlgagee in the collection thereof, shall be made available by the Mortgagee for the repair, rebuilding or restoration of the building(s) and other improvement(s) on the Premises. In all other cause cuch insurance proceeds may, at the option of the Mortgagee; be: (a) applied in reduction of the Indebtedness; whether due or not; or (b) held by the Nortgagee and used to reimburse Mortgagor (or any lessee) for the cost of the repair, rebuilding or restoration of the building(s) and other improvement(s) on the Premises. In any event, the building(s) and other improvement(s) shall be so repaired, restored or rebuilt so as to be of at least equal value and an obstantially the same character as prior to such damage or destruction. If the insurance proceeds are made available for repair, rebuilding or restor tich such proceeds shall be disbursed upon the "Disbursing Party" (hereinafter defined) being furnished with sallsfactory evidence of the cost of compilation, thereof and with architects' certificates, waivers of flen; contractors' and subcontractors' sworn statements, tille continuations and other evidence (i.c.) et and payments so that the Disbursing Party can verify that the amounts disbursed from time to time are represented by completed and in-place work and that said work is free and clear of mechanics' lien claims. No payment made prior to the final complation of the work shall exceed ninety per cert (20%) of the value of the work performed from time to time, and at all times the undispursed balance of such proceeds remaining in the hands of the Cist arising Party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. If the cost of rebuilding, repairing or restoing the buildings and other improvements may reasonably exceed the sum of FIFTY THOUSAND DOLLARS (\$50,000.00), then the Mortgagee must a .pro re plans and specifications of such work before such work shall be commenced. Any surplus which may remain out of said insurance proceed is, after payment of the cost of repair, rebuilding, restoration and the reasonable charges of the Disbursing Party, shall, at the option of the Mortgagee, or applied on account of the Indebtedness or paid to any party entitled thereto as the same appear on the records of the Mortgagee. No interest shall be clowed to Mortgager on any proceeds of insurance held by the Disbursing Party.

As used in this Paragraph 6, the term "Disbursing Party" etc. to the Mortgagee and/or to any title insurance company selected by the Mortgagee.

7. STAMP TAX; EFFECT OF CHANGES IN LAWS REGARDIM 3 TAXATION. II, by the laws of the United States of America or of any state or subdivision thereof having jurisdiction over the Mortgagor, any tax is due or becomes due in respect to the Note or this Mortgage, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to reimburse the Mortgagee for any sums which Mortgagee may expend by reason of the imposition of any tax on the issuance of the Note.

In the event of the enactment of any law of the state in which the Prenitter, are located imposing upon the Mortgagee the payment of the whole or any part of taxes, assessments or charges on the lien of this Mortgage, or charged in any way the laws relating to the taxation of mortgages of debts secured by mortgages or the Mortgagee's interest in the Premises, 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 Mortgagor, upon the Mortgagee, shall pay such taxes or assessments or reimburse the Mortgagee therefor; provided, however, that if in the originion of counsel or the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment; or (b) the making of such payment might result in the imposlicion of interest beyond the making in the mortgage may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness to be and become due and payable sixty (60) days from the giving of such notice.

8, OBSERVANCE OF LEASE ASSIGNMENT. As additional security for the payment of the fire as not for the faithful performance of the terms and conditions contained herein. Mortgagor and its beneficiary or beneficiaries do hereby assign to the hor, pergee all of their right, title and interest as land-lords in and to the present leases and all future leases of the Premises. All leases of the Premises are so elect to the approval of the Mortgagoe as to form, content and tenant(s).

Mortgagor will not and Mortgagor's beneficiary or beneficiaries will not, without Mortgagoe's prior will, 9.1 consent: (i) execute any assignment or pledge of any rents or any leases of the Premises except an assignment or pledge securing the Indebtedness', "evor of Mortgagoe; or (ii) accept any payment of any installment of rent more than thirty (30) days before the due date thereof; or (iii) make any lease of the Premises except for actual occupancy by the tenant thereunder.

Mortgagor shall not and the beneficiary of Mortgagor, if any, shall not enter into or permit to be entered into any, management contract, assignment or sublease of any lease, license or concession pertaining to the Premises without the prior written approval of Mortgagee, tained and following such approval shall not amend or modify the same without further written approval of Mortgagee.

Mortgagor at its sole cost and expense will: (i) at all times promptly and faithfully ablde by, discharge and perform all of the covenants, conditions and agreements contained in all leases of the Premises, on the part of the landlord thereunder to be kept and performed; (ii) enforce or secure the performance of all of the covenants, conditions, and agreements of such leases on the part of the tenants to be kept and performed; but Mortgagor shall not and Mortgagor's beneficiary or beneficiaries shall not modify, amend, cancel, terminate or accept surrender of any lease without Mortgagoe; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with such leases or the obligations, duties or labilities of the landlord or of any tenants thereunder; (iv) transfer and assign or cause to be separately transferred and assigned to Mortgagoe; upon written request of Mortgagoe, any lease or leases of the Premises heretofore or hereafter entered into, and make, execute and deliver to Mortgagoe upon demand, any and all instruments required to effectuate said assignment; (v) furnish Mortgagoe, Within ten (10) days after a request by Mortgagoe so to do, a written statement containing the names of all tenants and the terms of all leases of the Premises, including the spaces occupied and the rentals payable thereunder; and (vi) exercise within five (5) days of any demand therefor by Mortgagoe any right to request from the tenant under any lease of the Premises a certificate with respect to the status thereof.

Nothing in this Mortgage or in any other documents relating to the Note secured hereby shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of the landlord under any of the leases assigned to Mortgagee or to pay any sum of money or damages therein provided to be paid by the landlord, each and all of which covenants and payments Mortgager agrees to perform and pay or cause to be performed and paid.

At the option of the Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in eminent domain), to any one or more leases affecting any part of the Premises, upon the execution by Mortgagee and recording or registration thereof, at any time hereafter, in the office wherein this Mortgage was registered or filed for record; of a unlateral declaration to that effect.

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In the event of the enforcement by a longage of any med as provided for by law or by this Moyte age, the tenant under each lease of the Premises shall, at the option of the Mortgagee, attom to any person succeeding to the interest of landlord as a result of such enforcement and shall recognize such successor in interest as landlord under such lease without change in the terms or other provisions thereof; provided, however, that said successor in interest shall not be bound by any payment of tent or additional rent for more than one month in advance or any amendment or modification to any lease made without the consent of Mortgagee or said successor in interest. Each tenant, upon request by said successor in interest, shall execute and deliver an instrument or instruments confirming such attornment.

Mortgagee shall have the option to declare this Mortgage in default because of a material default of landlord in any lease of the Premises, whether or not such default is cured by Mortgagee pursuant to the right granted herein. It is covenanted and agreed that a default under any Assignment of Rents or Leases executed pursuant to this Paragraph 8, or otherwise, shall constitute a default hereunder, on account of which the whole of the Indebtedness secured hereby shall at once, at the option of the Mortgagee, become immediately due and payable, without notice to the Mortgagor.

9. MORTGAGOR AND LIEN NOT RELEASED. From time to time Mortgagee may, at Mortgagee's option, without giving notice to or obtaining the consent of Mortgagor, its beneficiary, or Mortgagor's successors or assigns or the consent of any junior lien holder, guarantor or tenant, without liability on Mortgagee's part and notwithstanding Mortgagor's breach of any covenant, agreement or condition: (a) release anyone primarily or secondarily liable on any of the Indebtedness: (b) accept a renewal note or notes of the Note; (c) release from the lien of this Mortgage any part of the Premises; (d) take or release other or additional security for the Indebtedness; (e) consent to any plat, may or plan of the Premises or Declaration of Condomicum as to the Premises (in whole or in part); (f) consent to the granting of any essement; (g) join in any extension or subordination agreement; (h) agree in writing with Mortgagor to modify the rate of interest or period of amortization of the Note or change the time of payment or the amount of the installments payable thereunder; and (i) waive or fall to exercise any right, power or remedy granted by law or herein or in any other instrument given at any time to evidence or secure the payment of the Indebtedness.

Any actions taken by Mortgagee pursuant to the terms of this Paragraph 9 shall not impair or affect: (a) the obligation of Mortgagor or Mortgagor's successors or assigns to pay any sums at any time secured by this Mortgage and to observe all of the covenants, agreements and conditions herein contained; (b) the guaranty of any individual or legal entity for payment of the Indebtedness; and (c) the lien or priority of the lien hereof against the Premises.

Mortgagor shall p:.) to Mortgagee a reasonable service charge and such title insurance premiums and attorneys' fees (including in-house staff) as may be incurred '.) Mortgagee for any action described in this Paragraph 9 taken at the request of Mortgager or its beneficiary or beneficiaries.

10. MORTGAGEE'S PET. ORMANCE OF DEFAULTED ACTS. In case of default herein, Mortgagee may, but need not, make any payment or perform any act herein require 10. Mortgagor in any form and manner Mortgagee deems expedient, and may, but need not, make full or partial payments of principal or interest on principal continuous principal or interest on principal or interest on principal or claim thereof, or redeer informany tax sale or forfeiture affecting said Premises or contest any tax or assessment or cure any default of any land-lord in any lease of the Premises. All nonies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee in regard to protecting the Premises or the lien hereof, shall be so much additional Indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of interest set forth in the Note applicable to a period when a default exists thereunder. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

11. MORTGAGEE'S RELIANCE ON TAX BILLS, ETC. Mortgages in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according do any computer or billing or roice, billi, statement or estimate procured from the appropriate public office or title company without inquiry into the accuracy of such bill, statement or estimate procured from the appropriate public office or title company without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax fien or title or claim thereof; or (b) for the purchase, discharge, compromise settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

12. ACCELERATION OF INDEBTEDNESS IN CASE C.F. F.FAULT. II: (a) default be made in the due and punctual payment of principal or interest on the Note, or any other payment due in accordance within he larms thereot; or (b) the Mortgagor or any beneficiary thereot or any guarantor of the Note shall file (i) a petition for liquidation, reorganization or actor ment of debt under Title 11 of the United States Code (11 U.S.C. SS 101 et seq.) or any similar law state or federal, whether now or hereafter existing, or (ii) any answer admitting insolvency or inability to pay debts, or (iii) fall to obtain a vacation or stay of involuntary proceedings within ten (10) days, as herein after provided; or (c) any order for relief of the Mortgagor or any beneficiary thereof or the Note shall be entered in any case under Title 11 of the United States Code, or a trustee or a receiver shall be appointed for the Mortgagor or for any beneficiary thereof or for any guarantor of the Note in any voluntary or involuntary or involuntary or any court shall have taken jurisdiction of all or the major part of the property of the Mortgagor or fany beneficiary thereof or of any guarantor of the Note in any voluntary or involuntary proceeding for the reorganization, dissolution, injudication, adjustment of debt or winding up of the Mortgagor or day beneficiary thereof or of any guarantor of the Note and such trustee or receiver shall not be discharged or such jurisdiction not be reling a check or stayed on appeal or otherwise stayed within ten (10) days; or (d) the Mortgagor or any beneficiary thereof or any guarantor of the lote receiver shall make an assignment for the benefit of careful or any major part of its property; or (c) default shall be made in the due of served by the Mortgagor or its beneficiary; (f) default shall be made in the due of served by mortgagor or its beneficiary; (f) default shall be made in the due of served by mortgagor or its beneficiary; (f) default shall be made in the due of servence or performance of any covenant

13. FORECLOSURE; EXPENSE OF LITIGATION. When the Indebtedness or any part thereof shall become out, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness or part thereof, in any civil action to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness in the order or judgment for foreclosure and sale all explicit unestand expenses which may be paid or incurred by or on behalf of Mortgagee including, without limitation; expenditures for attorneys' fees, including those of in house counsel, appraiser's fees, outlays for documentary and expent evidence, stenographers' charges, publication costs, and costs (wit ich may be estimated as to items to be expended after entry of said order or judgment) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens' Certificates and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such civil action or to evidence to bidders at any sale which may be had pursuant to such order or judgment the true condition of the title to, or the value of, the Premises. All expenditures and expenses of the nature in this paragraph mentioned and such expenses and fees and expenses as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the fees of any attorneys employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the Premises, including probate, appellate and bankruptcy proceedings, or in preparations for the commencement or defense of any action or proceeding or threatened action or proceeding, shall be immediately due and payable by Mortgager, with interest thereon at the rate set forth in the Note applicable to a period when a default exists thereunder, and shall be secured by this Mortgage.

At all times, the Mortgagor shall appear in and defend any suit, action or proceeding that might in any way in the sole judgment of Mortgagee affect the value of the Premises, the priority of this Mortgage or the rights and powers of Mortgagee hereunder or under any document given at any time to secure the Indebtedness. Mortgagor shall, at all times, indemnify, hold harmless and reimburse Mortgagee on demand for any and all loss, damage, expense or cost, including cost of evidence of title and attorneys' lees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Mortgage, and shall be ar interest after demand at the rate specified in the Noto applicable to a period when an uncurred default exists thereunder, and such interest shall be secured hereby and shall be due and payable on demand.

14. APPLICATION OF PROCEEDS OF FORECLOSURE SALE. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order or priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding Paragraph hereof; second, all other items which may under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; and fourth, any excess to any party entitled thereto as their rights may appear.

- 15. APPOINTMENT OF RECEIVER OR MANTGALEE IVPC BLESSIDIT. Open or a annuli seale, the commencement of an action to to ecose this Mortgage, the court in which such action was commenced may, upon request of the Mortgagee, appoint a receiver of the Premises either before or after foreclosure sale, without notice and without regard to the solvency or insolvency of Mortgage or 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 hornestead or not; and the Mortgagee or any holder of the Note may be appointed as such receiver or as Mortgagee in possession. Such receiver or the Mortgage in possession shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure action and, in case of a safe and a deficiency, during the full statutory period of redemption (if any), whether there be redemption or not, as well as during any further times (if any) when Mortgager, except for the intervention of such receiver or Mortgagee in possession, would be entitled to collect such rents, issues and profits, and all other powers which 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 or Mortgagee in possession to apply the net income in its hands in payment in whole or in part of; (a) the Indebtedness secured hereby or by any order or judgment foreclosing the lien of this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or the lien of such order or judgment, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.
- 16. RIGHTS CUMULATIVE. Each right, power and remedy conferred upon the Mortgagee by this Mortgage and by all other documents evidencing or securing the Indebtedness and conferred by law and in equity is cumulative and in addition to every other right, power and remedy, express or implied, given now or hereafter existing; at law and in equity; and each and every right, power and remedy herein or therein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Mortgagee; and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of, or discontinuance by, the Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.
- 17. MORTGAGEE'S RIGHT OF INSPECTION. Mortgagee, its representatives, agents or participants shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
- 18. EMINENT DOMAIN AND/OF CONDEMNATION. Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any claim for damar, as it is any of the Premises taken or damaged under the power of eminent domain or by condemnation. So long as: (a) any applicable lease is in full force and effect and each tenant thereunder is not in default and such taking shall not result in the termination or cancellation of any of those leases or given any tenant thereunder the right to cancel its lease; (b) the Premises require repair, rebuilding or restoration; and (c) this Mortgage is not in default; it en any award, after deducting therefrom any expenses incurred in the collection thereof, shall be made available by the Mortgagee for the repair, rebuilding or restoration of the Premises in accordance with plans and specifications to be submitted to and approved by the Mortgagee.
- In all other cases, the Mortgagles may elect to apply the proceeds of the award upon or in reduction of the Indebtedness; whether due or not, or make those proceeds available for repair, is storation or rebuilding of the Premises in accordance with plans and specifications to be submitted to and approved by the Mortgagee. In any case where proceeds are made available for repair, rebuilding or restoration, the proceeds of the award shall be paid out in the same manner and under the same conditions provided in Paragraph 6 hereof for the payment of insurance proceeds toward the cost of repair, rebuilding or restoration. Any surplus which may remain out of said award after payment of such cost of repair, rebuilding, restoration and the reasonable charges of the Disbursing Party shall in the option of Mortgagee, be applied on account of the Indebtedness or paid to any part entitled thereto as the same appear on the records of the Mortgagee. No interest shall be allowed to Mortgager on account of any proceeds of any award heid by the Mortgagee.
- 19. RELEASE UPON PAYMENT AND DISCHARGE OF MORTGAGOR'S OBLIGATIONS. Mortgagee shall release (in whole or partially) this Mortgage and the lien (in whole or partially) by proper instrument un on payment and discharge of all Indebtedness (or applicable agreed portion) secured hereby (including any prepayment charges and late charges not ided for herein or in the Note) and upon payment of a reasonable fee to Mortgagee for the preparation and execution of such proper instrument Les of all be determined by Mortgagee in its absolute discretions.
- 20. GIVING OF NOTICE. Any notice which either party hereto ma / desire or be required to give to the other party shall be in writing and the mailing thereof, by certified mail addressed to the Mortgagor or to the Mortgagor, a si the case may be, at the respective addresses set forth on the first page hereof or at such other place as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder.
- 21. WAIVER OF DEFENSE. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note.
- 22. WAIVER OF STATUTORY RIGHTS. Mortgagor shall not and will not (nor shall in beneficiary of Mortgagor) apply for or avail itself of any appreisement, valuation, stay, extension or exemption laws or any so-called "Moratonu" it aws," now existing or hereafter enacted, in order to preyent or hinder the enforcement or foreclosure of the lien of this Mortgage, but hereby waives no benefit of such laws. Mortgagor, for itself and all who may claim through or under it, including its beneficiary, waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose at an lie in may order the Premises sold as an entirety. Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order of "Joyment of foreclosure of the lien of this Mortgagor to the Mortgagor, the trust estate and all persons beneficially interested therein and each red average person, except judgment creditors of the Mortgagor in its representative capacity and of the trust estate, acquiring any interest in or title to the decimal to the date of this Mortgago.
- 23. FURNISHING OF FINANCIAL STATEMENTS TO MORTGAGEE. Mortgagor covenants and agr. that it will keep and maintain, or cause its beneficiary or beneficiaries from time to time to keep and maintain, books and records of account in which full, true and correct entries shall be made of all dealings and transactions relative to the Premises, which books and records of account shall, at reasonable times and on reasonable notice, be open to the inspection of the Mortgagee and its accountants and other duly authorized representatives. Such books of record and account shall be kept and maintained in accordance with generally accepted accounting principles consistently applied.
- 23.1 Mortgagor covenants and agrees to furnish to the Mortgagee, within ninety (90) days following the end of every finds year applicable to the operation of the improvements on the Premises, a copy of a report of the operations of the Improvements on the Premises for the year then ended, to be certified by the Mortgagor or its beneficiary (or a general partner, if the beneficiary of Mortgagor is a corporation) satisfactory to the Mortgagee, including a bakinge sheet, and supporting schedules and containing a detailed statement of income and expenses. Each such certificate to each such annual report shall certify that the certifying parity examined to the degree of the degree of the certifying parity examined to the degree of the certification and those statements are true, correct and complete.
- 23.2 If Mortgagor fails to furnish promptly any report required by Paragraph 23.1, the Mortgagee may elect (in addition to exercising any other right, remedy and power) to make an audit of all books and records of Mortgagor and its beneficiaries which in any way pertain to the Premises and to prepare the statement or statements which Mortgagor failed to procure and deliver. Such audit shall be made and such statement or statement
- 24. FILING AND RECORDING CHARGES AND TAXES. Mortgagor will pay all filling, registration, recording and search and information fees, and all expenses incident to the execution and acknowledgement of this Mortgage and all other documents securing the Note and all federal, state, county and municipal taxes, other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery, filing, recording or registration of the Note, this Mortgage and all other documents securing the Note and all assignments thereof.
- 25. BUSINESS PURPOSE; USURY EXEMPTION, Mortgagor hereby represents, or if applicable Mortgagor has been advised by its beneficiaries, that the proceeds of the loan secured by this Mortgage will be used for the purposes specified in Paragraph 6404 of Chapter 17 of the 1931 Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a "business loan" which comes with the purview and operation of said paragraph.
- 26. MISCELLANEOUS. Binding Nature. This Mortgage and all provisions hereof shall extend to and be binding upon the original Mortgagor named on Page 1 hereof and its successors, grantees, assigns, each subsequent owner or owners of the Premises and all persons claiming under or through Mortgagor; and the word "Mortgagor" when used herein shall include all such persons and all persons primarily and secondarily liable for the payment of the Indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage and shall also include any beneficiary of Mortgagor, direct or indirect.

26.1 Release of Previous Holder. The wird ! Mortgage part is the national different that is include the surcessors and assigns of the original Mortgagee named on Page 1, hereof, and the holder of bolders, troubline to time, of the Note. However, when we the Note is sold, each prior holder shall be automatically freed and relieved, on and after the date of such sale, of all liability with respect to the performance of each covenant and obligation of Mortgagee hereunder thereafter to be performed, provided that any monies in which the Mortgagor has an interest, which monies are then held by the seller of the Note, are turned over to the purchaser of the Note.

26.2 Severability and Applicable Law. In the event one or more of the provisions contained in this Mortgage or in the Note or in any other document given at any time to secure the payment of the Note shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provision of this Mortgage, the Note or other document and this Mortgage, the Note or other document shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The validity and interpretation of this Mortgage and the Note it secures are to be construed in accordance with and governed by the laws of the State in which the Premises are situated.

26,3 Governmental Compliance, Mortgagor shall not by act or omission permit any lands or improvements not subject to the lien of this Mortgago to include the Premises or any part thereof in fulfillment of any governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises to be so used. Similarly, no lands or improvements comprising the Premises shall be included with any lands or improvements not subject to the lien of this Mortgage in fulfillment of any governmental requirement. Mortgagor shall not by act or omission impair the integrity of the Premises as a single zoning lot separate and apart from all other premises. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this paragraph shall be void.

26.4 Estoppel Certificate. Mortgagor, within fifteen (15) days after mailing of a written request by the Mortgagee, agrees to furnish from time to lime a signed statement setting forth the amount of the Indebtedness and whether or not any default, offset or defense then is alleged to exist against the Indebtedness and, if so, specifying the nature thereof.

26.5 Non-Joinder of Tenant. After an event of default, Mortgagee shall have the right and option to commence a civil action to foreclose the lien of this Mortgage and to obtain an order or judgment of foreclosure and sale subject to the rights of any tenant or tenants of the Premises. The failure to join any tenant or tenants of the Premises as party defendant or defendants in any such civil action of the failure of any such order or judgment to foreclose their rights shall not be asserted by the Mortgagor as a defense in any civil action instituted to collect the Indebtedness secured hereby, or any part thereof or any distinction of the contrary part thereof or any distinction of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding

28.6 Evasion of Prepayment I remium. If maturity of the indebtedness is accelerated by the Mortgagee because of an event of default, as herein provided, and a tender of payment is made by or on behalf of the Mortgagor in an amount necessary to satisfy the indebtedness at any time prior to judicial confirmation of foreclosure size such tender shall constitute an evasion of the prepayment premium provided for in the Note, if any, and shall be treated as a prepayment thereunder. Any set in tender must therefore include the prepayment premium, if any required under the Note; or if at that time there is no prepayment privilege provided for in the Note, then such payment will include a prepayment premium of two per cent (296) of the then unpaid principal balance of the Note.

27. SECURITY AGREEMENT AND FIN "CING STATEMENT. Mortgagor and Mortgagoe agree: (i) that this Mortgago shall constitute a Security Agreement within the meaning of the Uniform Commercial Code (the "Code") of the State in which the Premises are located with respect to all sums on deposit with the Mortgagee pursuant to Pa. acr at 13 6 and 18 hereof ("Deposits") and with respect to any property included in the definition herein of the word "Premises," which property may not be deemed to form a part of the real estate described in EXHIBIT "A" or may not constitute a "fixture" (within the meaning of Section 9-313 of the Code", and all replacements of such property, substitutions for such property, additions to such property. erty, books and records relating to the Premises and constitutions, additions and the proceeds thereof (said property, replacements, substitutions, additions and the proceeds thereof being sometimes herein collections are referred to as the "Collateral"); and (ii) that a security interest in and to the Collateral and the Deposits is hereby granted to the Mortgagee; and (iii) that a security interest therein are hereby assigned to the Mortgagee; all to secure payment of the Indebtedness at differ our performance by the Mortgagor of the terms, covenants and provisions hereof.

In the event of a default under this Mortgager, the Mortgager, Jursuant to the appropriate provisions of the Code, shall have an option to proceed with respect to both the real property and Collateral in accordance with "..."hts: powers and remedies with respect to the real property, in which event the default provisions of the Code shall not apply. The parties agree the lifthe Mortgagee shall elect to proceed with respect to the Collateral separately from the real property, five (5) days notice of the sale of the Collateral shall be reasonable notice. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by the Mortgagee shall include, by the fimited to, reasonable attorneys' fees and legal expenses incurred by Mortgagee including in-house staff. The Mortgagors agree that, without the written consent of the Mortgagor, the Mortgagor will not remove or permit to be removed from the Premises any of the Collateral except that so to the Mortgagor is not in default hereunder. Mortgagor shall be permitted to self or otherwise dispose of the Collateral when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Premises, but only upon replacing the same or substituting for the same other Collateral except at least equal in value and utility to the initial value and utility of that disposed of and in such a manner that said replacement or substituted Coffaier 3 shall be subject to the security interest created hereby and that the security interest of the Mortgagee shall be perfected and first in priority, it being expressly understood and agreed that all replacements, substitutions and additions to the Collateral shall be and become immediately subject to the securit / intelest of this Mortgage and covered hereby. The Mortgagor shall, from time to time, on request of the Mortgagee, deliver to the Mortgagee at the current set Mortgage; (i) such further financing statements and security documents and assurances as Mortgagee may require, to the end that the liens contains sucurity interests created hereby shall be and remain perfected and protected in accordance with the requirements of any present or future law, and (ii) an inventory of the Collateral in reasonable

The Mortgagor and Mortgagee agree, to the extent permitted by law that: (i) this instrument, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture filing" within the meaning of Sections 9-313 and 9-402 of the Code; and (ii) Mortgagor is a record owner of the land described in EXHIBIT "A."

If the Collateral is sold in connection with a sale of the Premises, Mortgagor shall collateral is sold in connection with a sale of the Premises, Mortgagor shall collateral is sold in connection with a sale of the Premises, Mortgagor shall collateral is sold in connection with a sale of the Premises, Mortgagor shall collateral is sold in connection with a sale of the Premises, Mortgagor shall collateral is sold in connection with a sale of the Premises, Mortgagor shall collateral is sold in connection with a sale of the Premises, Mortgagor shall collateral is sold in connection with a sale of the Premises, Mortgagor shall collateral is sold in connection with a sale of the Premises, Mortgagor shall collateral is sold in connection with a sale of the Premises, Mortgagor shall collateral is sold in connection with a sale of the Premises, Mortgagor shall collateral is sold in connection with a sale of the Premises.

dition of such sale that the purchaser specifically agree to assume Mortgagor's obligations as to the security interests 'ier ain granted and to execute whatever agreements and filings are deemed necessary by the Mortgagee to maintain Mortgagee's first perfected security interest in the Collateral, Deposits and the deposits described in Paragraph 4 above.

28. LIEN FOR LOAN COMMISSIONS, SERVICE CHARGES AND THE LIKE. So long as the original Mortgagee named on Page 1 hereof is the owner of the Note, and regardless of whether any proceeds of the loan evidenced by the Note have been disbursed, this Mortgage also secures the payment of all loan commissions, service charges, fees to its attorneys (including in-house staff), liquidated damages, expenses and advances due to or incurred by the Mortgagee in connection with the loan transaction intended to be secured hereby, all in accordance with the application of, and loan commitment issued to and accepted by, one or more of Mortgagor or Mortgagor's beneficiaries in connection with said loan, if applicable

29, DUE ON SALE OR FURTHER ENCUMBRANCE CLAUSE: In determining whether or not to make the loan secured hereby, Mortgagee examined the credit-worthiness of Mortgagor and/or Mortgagor's beneficiary or guarantors (if applicable), found the same to be acceptable and relied and continues to rely upon same as the means of repayment of the loan. Mortgagee also evaluated the background and experience of Mortgagor and/or its beneficiary or guarantor (if applicable) in owning and operating property such as the Premises, found the same to be acceptable and relied and continues to rely upon same as the means of maintaining the value of the Premises which is Mortgagee's security for the loan. It is recognized that Mortgagee is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a loan the security for which is purchased by a party other than the original Mortgagor and/or its beneficiary (if applicable). Mortgagor and/or its beneficiary (if applicable) further recognize that any secondary or junior financing placed upon the Premises; or the beneficial interest of beneficiary in Mortgagor (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrancer which would force Mortgagee to take measures and incur ensures to protect its security; (c) would detract from the value of the Premises should Mortgagee come into possession thereof with the intention of selling same; and (d) impair Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Premises

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security, both of repayment by the Indebtedness and of value of the Premises; (ii) giving Montgagee the full benefit of its bargain and contract with Montgagor and/or beneficiary (if applicable) and Montgagor; (iii) allowing Mortgagee to raise the interest rate and/or collect assumption fees; and (iv) keeping the Premises and the beneficial interest (if applicable) free of subordinate financing liens, beneficiary (if appropriate) and Mortgagor agree that if this Paragraph be deemed a restraint on alienation, that it is a reasonable one and that any tale convey ince a sign ment, lutther end on brunca o other train for of title to the Premises or any interest therein (whether voluntary or by operation or law) without the Morigagee's prior written consent shall be an event of default hereunder. For the purpose of, and without limiting the generality of, the preceding sentence: the occurrence at any time of any of the following events shall be deemed to be an unpermitted transfer of title to the Premises and therefore an event of default hereunder:

(a) any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, all or any part of the title to the Premises or the bene-

ficial interest or power of direction under the trust agreement with the Mortgagor, if applicable;

(b) any sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any share of stock of the Mortgagor, (if a corporation) or the corporation which is the beneficiary or one of the beneficiaries under the trust agreement with the Mortgagor, or of any corporation directly or indirectly controlling such beneficiary corporation;

(c) any sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any general partnership interest of the limited partnership or general partnership (herein called the "Partnership") which is the Mortgagor or the beneficiary or one of the beneficiaries under

the trust agreement with the Mortgagor;

(d) any sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any share of stock of any corporation directly or indirectly controlling any such Partnership.

Any consent by the Mortgagee, or any waiver of an event of default, under this Paragraph shall not constitute a consent to, or waiver of any right,

remedy or power of the Mortgagee upon a subsequent event of default under this Paragraph.

30. HAZARDOUS MATERIALS. Mortgagor and its beneficiary (for purposes of this paragraph, collectively "Mortgagor") represents, warrants and covenants that Mortgagor has not used Hazardous Materials (as defined hereinafter) on, from, or affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, and that, to the best of Mortgagor's knowledge, no prior owner of the Premises or any tenant, subtenant, prior tenant or prior subtenant have used Hazardous Materials on, from, or affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. Mortgagor shall keep or cause the Premises to be kept free of Hazardous Materials. Without limiting the foregoing, Mortgap a shall not cause or permit the Premises to be used to generate, store, manufacture, refine, or process Hazardous Materials, except in compliance with all applicable lederal, state and local laws or regulations, nor shall Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant or subtenant, a release of Hazardous Materials onto the Premises of onlo any other property. Mortgago: stall comply with and ensure compliance by all tenants and subtenants with all applicable federal, state and local laws, ordinances, rules and regulations whenever and by whomever triggered, and shall obtain and comply with and ensure that all tenants and subtenants obtain and comply with, any end all approvals, registrations or permits required thereunder. Mortgagor shall (a) conduct and complete all investigations, studies, sampling, and testinic, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials, on, from or affecting the Premises (i) in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations, and policies, (ii) to the satisfaction of Mortgagee, and (iii) in accordance with the orders and directives of all federal, state and local governmental authorities, and (b) defend, indemtion of Mortgagee, and (iii) in accorda, ice...th the orders and directives of all lederal, state and local governmental authorities, and (b) detend, indemnify and hold harmless Mortgagee, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses or whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or any way related to, (i) the presence, disposal, release, or three and release of any Hazardous Materials which are on, from or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or of erwise; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, and/or (iv) any violation of laws, ander surgeductors, regulations, requirements, or demands of government authorities, or any policies or requirements of Mortgagee, which are based upon or in any way related to such Hazardous Materials including, without limitation; attorney and consultantifees, investigation and laboratory fees, court costs, and fifty ation expenses. In the event the Mortgage is foreclosed, or Mortgagor tenders a deed in lieu of foreclosure, Mortgagor shall deliver the Premises to 🚧 or gages free of any and all Hazardous Materials, so that the condition of the Premises shall conform with all applicable federal, state and local laws, or finunces, rules or regulations affecting the Premises. For purposes of this paragraph 30, 'Hazardous Materials' includes, without limit, any flammable expressives, radioactive materials, hazardous materials, hazardous wastes, hazardous, regulated or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 6901, et seq.), the Hazardous Materials Tr. insportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 1801, et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other Federal, state or local environmental law, ordinar ce, rule, or regulation. Further, in the event that Mortgagor undertakes building renovation or demolition involving at least 260 linear feet of friable ashestos materials are stripped or removed from the Premises, the Mortgagor will notify the Environmental Protection Agency as early as possible before the removation begins. Mortgagor shall secure all permits and analysis and file all notifications required under state and local laws. renovation begins. Mortgagor shall secure all permits and approvals and file all noufic; that required under state and local laws, ordinances and regulations prior to undertaking asbestos abatement activities. The provisions of this paragian has been addition to any and all other obligations and liabilities Mortgagor may have to Mortgagee at common law, and shall survive the transmissions contemplated herein. Initials:

31. TREVOLVING CREDIT. In the event that the box is checked to signify that this Mor. 27.39 secures a revolving credit note, this Mortgage shall secure not only the existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of. the Mortgagee, or otherwise, as are made within twenty years from the date hereof, to the same extern a rule such future advances were made on the date of execution of this Mortgage, although there may be no advance made at the time of execution or mis Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness that is secured hereby may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed a maximum principal a mount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on the Premises, with murrest on such disbursements.

32. EXCULPATORY. In the event the Mortgagor executing this Mortgage is an Illinois land trust, this Mortgage is executed by the Mortgagor, not per-32. EXCULPATORY. In the event the Mortgagor executing this Mortgage is an illinois land trust, this Mortgage is executed by the Mortgagor, not personally, but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such true as and the Mortgagor hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed the nothing contained herein or in the Note shall be construed as creating any liability on the Mortgagor personally to pay the Note or any interest, late congo or premium that may accrue thereon, or any Indebtedness secured by this Mortgage, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor is personally concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness secured hereby shall look solely to the Premises and Collateral hereby mortgaged, conveyed and assigned and to any other security given at any time to secure the payment thereof.

IN WITNESS WHEREOF, the Mongago has executed this instrument as of the day and year tirst above written.

PARTNERSHIP/JOINT VENTURE:

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Real Estate Tax Number(s):

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