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THIS INDENTURE, made July 23 1990, between
SHERWIN SORKIN

90358368

3315 Lake Knoll Drive, Northbrook, Illinois
(NO. AND STREET) (CITY) (STATE)
herein referred to as "Mortgagors," and IRENE TRILLING

4830 N. Avers Chicago Illinois
(NO. AND STREET) (CITY) (STATE)

Above Space For Recorder's Use Only

herein referred to as "Mortgagee," witnesseth:

loan agreement
THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the note of even date herewith, in the principal sum of Fifty thousand Dollars and No/100 DOLLARS (\$50,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due as provided in said note, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 4830 N. Avers, Chicago, Illinois 60625

NOW, THEREFORE, the Mortgagors do secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid to the Mortgagee, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situated, lying and being in the Village of Northbrook COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

See Exhibit "A" - Legal Description attached.

- DEPT-01 RECORDING \$14.25
- T63833 TRAN 2908 07/25/90 14:29:00
- 9772 \$ 4-90-358368
- COOK COUNTY RECORDER

90358368

which, with the property hereinafter described, is referred to herein as the "premises,"

Previous Real Estate Index Number: 04-17-300-122

Address(es) of Real Estate: 3315 Lake Knoll Drive, Northbrook, Illinois, 60062

TOGETHER with all improvements, easements, encumbrances, fixtures, and appurtenances thereto heretofore or hereafter made, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used or necessary for heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inside beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the terms herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The terms of a record owner is:

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand... of Mortgagors the day and date first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Sherwin Sorkin (Seal)

State of Illinois, County of Cook

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that SHERWIN SORKIN

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 23rd day of July 1990

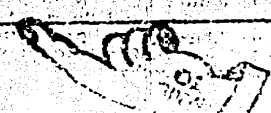
Commission expires September 7, 1993

This instrument was prepared by Harvey L. Harris, 1 N. LaSalle St., Ste. 2000, Chicago, IL 60602

Harvey L. Harris, One N. LaSalle Street, Suite 2000

Illinois 60602 (SE 6356)

KATHRYN M. MULLINICH
Notary Public, State of Illinois



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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE)

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises or may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mortgages, 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 lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon the 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 and 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 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 a lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens so required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or other charges by mortgagors, the mortgagee's interest in the property, or the manner of collection of taxes, or so to affect this mortgage or the debt secured hereunder, the holder thereof, then and in any such event, the Mortgagee, 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 equitable to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of a lien superior to the amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagee, to discharge all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

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 balance of the note hereby secured, the Mortgagee covenants and agrees to pay such tax in the manner required by any law. The Mortgagee further covenants to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors and assigns against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagee shall have such privilege of making prepayments on the principal of said note (in addition to the payments) as may be provided in said note.

6. Mortgagors shall secure all buildings and improvements now or hereafter situated on said premises insured against fire and lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay cost of replacing or repairing or to pay in full the indebtedness secured hereby, all in accordance with the terms of the policies under insurance policies payable in case of loss or damage to Mortgagors, such rights to be evidenced by the standard mortgage clauses be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein, Mortgagors may, but need not, make any payment or perform any act hereinafter required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim thereon, or release any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagors never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into validity of any tax, assessment, sale, forfeiture, tax lien or claim thereon.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, be due and payable (a) immediately in the case of default in any payment of any installment of principal or interest on the note, or (b) 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 whether 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 the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and court evidence, stenographers' charges, publication costs and costs (which may be estimated) to be expended after entry of the decree of foreclosing all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data, and disbursements with respect to the said mortgage may be deemed to be necessarily incurred 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 premises 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 highest rate now permitted by Illinois law, to be paid or incurred by Mortgagee in connection with (a) any proceeding, including probate or insolvency proceedings, in which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage; (b) any indebtedness hereby secured or preparations for the commencement of any suit for the foreclosure hereof after accrual of said right to foreclose whether or not suit commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or security hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, account of all costs and expenses incident to the foreclosure proceeding, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness superior to that evidenced by this note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note hereof, any surplus to be paid to the heirs, legal representatives or assigns, or their right, may appear.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after suit, without notice, when it appears to the satisfaction of the court that it is necessary for the protection of the premises or the interests of the Mortgagee. The receiver shall be appointed at the time of application for such receiver and without regard to the true value of the premises or other 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 taxes, 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 term of Mortgagors, except for the intervention of such receiver, would be entitled to collect such taxes, issues and profits, and all other proceeds which may be necessary or are used in such case for the protection, preservation, 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 to pay any other lien which may be or become superior to the lien hereof or of such taxes, profits, issues and proceeds, such application to be made prior to the sale; (2) the deficiency in case of a sale and deficiency.

13. 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 hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be provided 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.

16. If the payment of any indebtedness or any part thereof be extended or if any part of the security be released, all taxes now or at any time hereafter falling due thereon, or interest in said premises, shall be held to amount to such extension, variation, release, and their liability and the lien and all provisions hereof shall continue in full force. The right of foreclosure against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and the lien secured 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, and interest to and be binding upon Mortgagors and all persons claiming under 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 assumed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

90358306

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EXHIBIT A

Legal Description

LOT 119 IN SUMMERHILL, UNIT NUMBER 1, BEING A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 21086041.

Permanent Tax No. 04-17-300-122

Address: 3315 Lake Knoll Drive, Northbrook, Illinois 60062

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