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TO HAVE AND TO HOLD all and sundry of the premises hereby mortgaged and warranted or intended so to be, together with the rents, issues and profits thereof, unto Mortgagee forever, free from all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois (which right and benefits are hereby expressly released and waived), for the uses and purposes herein set forth, together with all right to retain possession of the Premises after any default in the payment of all or any part of the Indebtedness hereby secured, or the breach of any covenants or agreements herein contained, the occurrence of any event of default as hereinafter defined.

AND TOGETHER WITH all of the rents, income receipts, revenues, issues and profits thereof and thereon, and all of the land, estate, property and rights hereinafore described and hereby conveyed and intended so to be, whether real, personal or mixed, and whether or not affixed or annexed to the Real Estate are intended to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the Real Estate and to be appropriated to the use of the Real Estate and for the purposes hereof shall be deemed to be real estate mortgaged and warranted hereby.

TOGETHER WITH and including within the term "Premises", as used herein, any and all equipment, personal property, improvements, buildings, structures, easements, fixtures, privileges, reservations, appurtenances, rights and estates in reversion or remainder, rights in or to adjacent sidewalks, streets and walks, and any and all rights and interests of every name and nature now or hereafter owned by Mortgagee, forming a part of and/or used in connection with the Real Estate and/or the operation and convenience of the buildings and improvements now or hereafter located hereon, including (by way of enumeration but without limitation) all furniture, furnishings and equipment used or useful in the operation of the Real Estate or furnished by Mortgagee to tenants thereof: all buildings materials located at the Real Estate and intended to be incorporated in improvements now or hereafter to be constructed thereon, whether or not incorporated therein; machines, machinery, fixtures apparatus, sprinkler protection, waste removal, refrigeration and ventilation, and all floor coverings, screens, storm windows, blinds, awnings; in each case now or hereafter placed in, on or at the Premises. The enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically enumerated.

To secure the payment, and performance of Indebtedness hereby secured and other good and reliable considerations, the receipt and sufficiency of which is hereby acknowledged, Mortgagee does hereby MORTGAGE, WARRANT and CONVEY to Mortgagee the Real Estate described in Exhibit B together with the property mentioned in the next succeeding paragraphs (collectively "Premises").

NOW THEREFORE:

WHEREAS, the Indebtedness evidenced by the Note, the undertakings by Mortgagee in instrument and any and all other subs which may at any time be due, owing or required to be paid as herein or in the Note provided, the herein called "Indebtedness hereby secured";  
WHEREAS, Mortgagee has executed and delivered to Mortgagee a promissory note dated August 1, 1990, in the principal sum of \$50,000 ("Note") bearing interest and payable in the amount and at the times set and otherwise in the form attached hereto as Exhibit A; and  
THIS INSTRUMENT is a Real Estate Mortgage and Assignment of Rents made and delivered by Allen Kohn to Dream Investments, an Illinois partnership (herein, together with its successors and assigns, called the "Mortgagee").

REAL ESTATE MORTGAGE AND ASSIGNMENT OF RENTS

COMMONLY KNOWN AS: Unit 1B 225 W. Johnson Ave., Palatine, Illinois 60067

Box 333

Chicago, Illinois, 60601

150 N Michigan Ave., Suite 2810  
Marion M. Fuller, Attorney At Law

This document should be returned to:

COOK COUNTY, ILLINOIS  
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(iii) Concessions with each monthly installment of principal and interest pursuant to the note an amount equal to one-twelfth of the taxes and one-twelfth of the insurance premiums.

(ii) An amount equal to one-twelfth of such annual insurance premiums multiplied by the number of months elapsed between the date premiums on each policy were last paid to and the date of such first deposit;

(i) An amount equal to one-twelfth of such taxes due multiplied by the number of months elapsed between the date on which the most recent installment for such taxes was required to be paid and the date of such first deposit.

to the Premises as and when the same shall become due and payable:

**3. DEBITABLE FROM REAL ESTATE TAXES AND INSURANCE PREMIUMS.** To assure payment of Real Estate Taxes and insurance premiums payable with respect

All policies of casualty insurance shall have mortgage clauses or endorsements in favor of and with loss payable to Mortgagee. The Mortgagee will deliver all policies, including additions and renewals, to Mortgagee. In case of insurance policies about to expire, Mortgagee will deliver notices of renewal, modified or terminated without thirty (30) days prior written notice to Mortgagee.

(a) Public liability insurance against bodily injury, death and property damage with such limits as Mortgagee may require.

(b) Storm boiler, and machinery and other insurance of the type and in amounts as Mortgagee may require.

(c) Insurance against loss by fire and risks covered by the so-called extended coverage endorsement, in amounts equal to the full replacement value of the Premises;

**4. IMPROVEMENT COVERAGE.** Mortgagee will keep insured all buildings and improvements on the Premises against such risks, perils and hazards as Mortgagee may from time to time require, including but not limited to:

or improvements now or hereafter on the Premises which may become damaged or be destroyed whether or not proceeds of insurance are available or sufficient for the purpose; (b) keep the Premises in good condition and repair without waste, and free from mechanics', materialmen's, or like liens or claims or other liens or claims for tax or other liability; (c) 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 Mortgagee; (d) complete, within a reasonable time, any building or buildings now or at any time in the process of erection upon the Premises; (e) comply with all requirements of law, municipal ordinances or restrictions or covenants of record with respect to the Premises and the use thereof; (f) make no material alterations in the Premises, except as required by law or municipal ordinance without Mortgagee's prior written consent, which such consent shall not be unreasonably withheld; (g) make not permit any change in the general nature of the occupancy of the Premises without Mortgagee's prior written consent, which such consent shall not be unreasonably withheld; (h) pay all operating costs of the Premises; (i) not initiate nor acquiesce in any zoning reclassification with respect to the Premises, without Mortgagee's prior written consent and (j) sidewalks, alleys, streets, driveways and sidewalk cuts and paved areas for parking, and for the ingress, egress and right-of-way to and from the adjacent public thoroughfare necessary or desirable for the use thereof; and reserve use of all such areas solely and exclusively for the purpose of providing parking, ingress and egress for tenants or invitees of tenants of the Premises; and Mortgagee will not reduce, build upon, obstruct, redesign or relocate any such areas or right-of-ways or leases or grant any rights to use the same to any person except tenants and invitees of tenants of the Premises without prior written consent of Mortgagee.

**5. MAINTENANCE, REPAIR, RESTORATION, PERSON LIENS, PARKING, ETC.** Mortgagee will (a) promptly construct, repair, restore and rebuild any building or improvements now or hereafter on the Premises which may become damaged or be destroyed whether or not proceeds of insurance are available or sufficient for the purpose; (b) keep the Premises in good condition and repair without waste, and free from mechanics', materialmen's, or like liens or claims or other liens or claims for tax or other liability; (c) 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 Mortgagee; (d) complete, within a reasonable time, any building or buildings now or at any time in the process of erection upon the Premises; (e) comply with all requirements of law, municipal ordinances or restrictions or covenants of record with respect to the Premises and the use thereof; (f) make no material alterations in the Premises, except as required by law or municipal ordinance without Mortgagee's prior written consent, which such consent shall not be unreasonably withheld; (g) make not permit any change in the general nature of the occupancy of the Premises without Mortgagee's prior written consent, which such consent shall not be unreasonably withheld; (h) pay all operating costs of the Premises; (i) not initiate nor acquiesce in any zoning reclassification with respect to the Premises, without Mortgagee's prior written consent and (j) sidewalks, alleys, streets, driveways and sidewalk cuts and paved areas for parking, and for the ingress, egress and right-of-way to and from the adjacent public thoroughfare necessary or desirable for the use thereof; and reserve use of all such areas solely and exclusively for the purpose of providing parking, ingress and egress for tenants or invitees of tenants of the Premises; and Mortgagee will not reduce, build upon, obstruct, redesign or relocate any such areas or right-of-ways or leases or grant any rights to use the same to any person except tenants and invitees of tenants of the Premises without prior written consent of Mortgagee.

**6. PAYMENT OF INTEREST.** Mortgagee will promptly pay the principal and interest on the note, and all other indebtedness hereby secured as the same becomes due, and will duly perform and observe all of the covenants, agreements and provisions herein and in the note required.

AND IT IS FURTHER AGREED THAT:

NOTWITHSTANDING ALSO GRANTS to the Mortgagee its successors and assigns, as rights and easements appurtenant to the above described real estate, the easements, covenants, restrictions, and reservations contained in said Declaration of Condominium aforesaid. This Mortgage is subject to all rights, interests and easements herein and appurtenant thereto.

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13. **REDEMPTION OF MORTGAGE BY THE BORROWER.** In case of default, Mortgagee either before or after acceleration of the indebtedness hereby secured or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to, make any payment or perform any act herein in any form and manner deemed expedient to Mortgagee; and Mortgagee may, but shall not be required to, make full or partial payments of principal or interest on prior encumbrances, if any, and pay, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redem from any tax sale or foreclosure, or contest any tax or assessment, and may, but shall not be required to, complete construction, furnishing and equipping of the improvements upon the Premises and rent, operate and manage the Premises and such improvements and pay operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Premises and improvements shall be operational and viable. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys fees and monies advanced to protect the Premises and the lien hereof, shall be so much additional indebtedness. 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 Mortgagee. Mortgagee, in making any payment hereby authorized (a) relating to taxes and assessments, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon; (b) for the purchase, discharge, compromise or 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; or (c) in connection with the completion of construction, furnishing or equipping of the improvements or the Premises or the rental, operation or management of the Premises or the payment of operating costs and expenses thereof, may do so in such amounts and to such persons as the Mortgagee may deem appropriate and may enter into such contracts therefor as Mortgagee may deem appropriate or may perform the same itself.

12. **EFFECT OF EXTENSION OF TIME, ASSIGNMENTS ON JUNIOR LIENS AND OTHERS.** If payment of the indebtedness hereby secured, 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 the Premises, shall be held to account to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extensions, variation or release. Any junior Mortgage, or other lien upon the Premises or an interest therein, shall be subject to the rights of Mortgagee to amend, modify and supplement this Mortgage, the Note and the Assignment hereinafter referred to, and to extend the maturity of the indebtedness hereby secured in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

11. **PREPAYMENT PENALTY.** Mortgagee may prepay the principal of the note at the times and in the manner set forth in the Note.  
 10. **EXTRA TAX.** If any tax is due or becomes due in respect of the issuance of the Note, Mortgagee shall pay such tax in the manner required by such law.

9. **GENERALIZATION.** Mortgagee hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or claim for damages for any of the Premises taken or damaged under the power of eminent domain, or by proceeds of the award in reduction of indebtedness hereby secured then most remotely to be paid, whether due or not, or to require Mortgagee to restore or rebuild the Premises, in which even, provided there has been no uncurd event of default, the proceeds held by Mortgagee is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease or leases then in force or may be prior to the lien of the Mortgage, and if such taking does not result in cancellation of such lease or leases, the award shall be used to reimburse Mortgagee for the cost of such restoration and rebuilding; provided always, that Mortgagee is out in default hereunder and that no event of default has occurred and is then continuing. If Mortgagee is required or permitted to rebuild or restore the Premises as aforesaid, such rebuilding or restoration shall be effected in accordance with plans and specifications submitted to and approved by Mortgagee, and proceeds of the award shall be paid out in the same manner as provided in Section 8 for the payment of insurance proceeds towards the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagee shall pay such costs in excess of the award before being entitled to reimbursement out of the award. Any surplus which may remain out of the award after payment of such costs of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness hereby secured, then most remotely to be paid, or be paid to any other party entitled thereto. Mortgagee shall deposit such proceeds in a so-called Money Market Account, or a reasonably equivalent account, and the interest earned thereon shall inure to the benefit of Mortgagee.

Mortgagee may require that all plans and specifications for such restoration, repair, replacement or rebuilding be submitted to and be approved by the Mortgagee prior to commencement of work. No payment made prior to the final completion of the restoration, repair, replacement or rebuilding shall exceed ninety (90) percent of the value of the labor and material for work performed from time to time; funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds; and at all times the undistributed balance of such proceeds remaining in the hands of the Mortgagee, together with funds deposited for the purpose or irrevocably committed to the satisfaction of the Mortgagee by or on behalf of the Mortgagee for the purpose, shall be at least sufficient, in the judgment of Mortgagee, to pay for the cost of completion of the restoration, repair, replacement or rebuilding, free and clear of all liens or claims for lien. Mortgagee shall deposit such proceeds in a so-called Money Market Account, or a reasonably equivalent account, and the interest earned thereon shall inure to the benefit of Mortgagee.

The Mortgagee may reasonably require and approve.

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17. **CONFESSION OF JUDGMENT.** When the indebtedness hereby secured, or any part thereof shall become due by acceleration or otherwise, mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit or proceeding 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, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or procuring abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title to prosecute such suit or to evidence to all bidders at sales which may be pursuant to such decree the true conditions of the title to or value of the premises. All expenditures and expenses in this Section mentioned, and expense and fees as may be incurred in the protection of said premises and the maintenance of the lien of this mortgage, including the fees of any attorney employed by

(a) If the premises shall be abandoned; the mortgagee is authorized and empowered at its option, without affecting the lien hereby created or the priority of said lien or any right of mortgagee hereunder, to declare, without further notice all indebtedness hereby secured immediately due and payable, whether or not such default be thereafter recorded by mortgagee, and mortgagee may immediately proceed to foreclose this mortgage and to exercise any right, power or remedy provided by this mortgage, the note or by law or in equity.

(b) If default shall continue for fifteen (15) days after notice thereof by mortgagee to mortgagor in the due and punctual performance or observance of any other agreement or condition herein or in the note contained, except: if the nature of the default is such that it cannot be cured in fifteen days and cure is begun within fifteen days and thereafter diligently pursued such default shall not be considered an event of default, or

(v) Mortgagee shall make an assignment for the benefit of creditors or shall elect in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator or all or the major part of its property, or the premises, or

(iv) Mortgagee shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for the mortgagor or for all or a major part of the mortgagor's property or the premises, or any court shall take jurisdiction of the mortgagor, and such trustee or receiver shall take proceedings for the reorganization, dissolution, liquidation or winding up of mortgagor, and such trustee or receiver shall not be discharged or jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within sixty (60) days, or

(iii) Within sixty (60) days after the filing against mortgagor of any involuntary proceedings under such bankruptcy act or similar law, such proceedings shall not have been vacated or stayed, or

(ii) Mortgagee shall file an answer or otherwise in writing admit insolvency or inability to pay its debts, or

(i) Mortgagee shall file a petition in voluntary bankruptcy under any federal bankruptcy act or similar law, state or federal, now or hereafter in effect, or

(c) If (and for the purpose of this Section the term mortgagor includes the beneficiary of mortgagor and each person who, as co-maker, guarantor or otherwise is, shall be or become liable for or obligated upon all or any part of the note or the indebtedness hereby secured):

(b) If any event of default pursuant to Section 15 hereof shall occur and be continuing without notice or period of grace of any kind; or

(a) If default be made for fifteen days in the payment of any installment of principal or interest of the note, or if default be made for ten days after notice in the making of any other payment of monies required to be made hereunder or under the note; or

## 16. EVENTS OF DEFAULT. (One or more of the following events (herein called "events of default") shall occur:

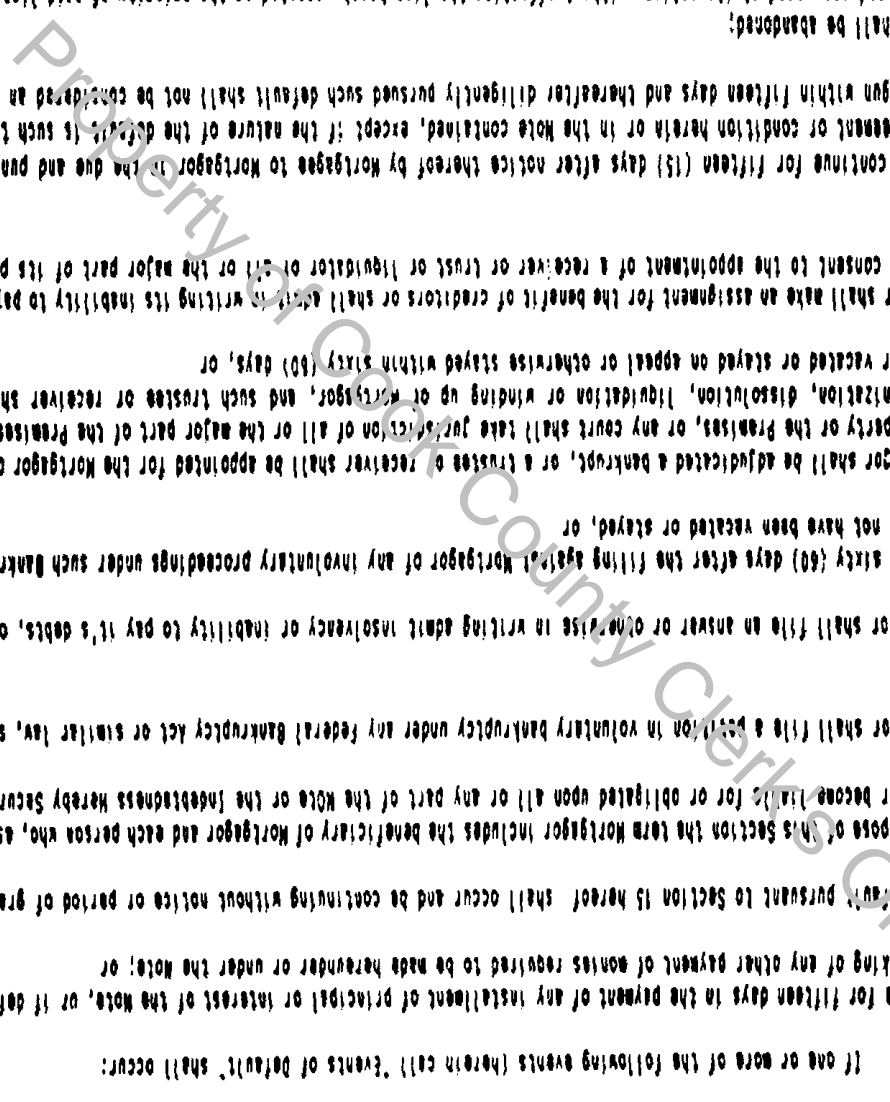
(1) to items securing indebtedness hereby secured or (ii) to the lien of current taxes and assessments not in default.

18. **RESTRICTIONS ON TRANSFER.** It shall be an immediate event of default and default hereunder if, without the prior written consent of mortgagee, mortgagor shall create, affect, contract to or consent to or shall suffer or permit any conveyance or sale, or alienation of the premises or any part thereof, or interest therein, excepting only leases in the ordinary course of business and sales or other dispositions of any equipment or machinery constituting part of the premises, provided that prior to the sale or other disposition thereof, such obsolete machinery or equipment has been replaced by machinery and equipment, subject to the first and prior lien hereof, of at least equal value and conveyance, sale, assignment or transfer is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, that the foregoing provisions of this Section shall not apply (i) to items securing indebtedness hereby secured or (ii) to the lien of current taxes and assessments not in default.

## 19. **INSPECTION OF PREMISES.**

Mortgagee may inspect the premises at all reasonable times, and shall have access thereto permitted for that

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22. COLLECTION FROM DEBTOR. Upon any event of default, Mortgagee may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Indebtedness hereby secured, enter upon and take possession of the Premises, or any part thereof, in its own name and for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any Indebtedness Secured Hereby, and in such order as the Mortgagee may determine. The collection of such rents, issues and profits, or the entering upon and taking possession of the Premises, or the application thereof as aforesaid shall not cure or waive any default or invalidate hereunder or in any way affect any act done in response to such default or pursuant to such notice of default.

21. ASSIGNMENT OF RENTS, ISSUES AND PROFITS. Mortgagee hereby assigns and transfers to Mortgagee all rents, issues and profits of the Premises, and hereby gives to and confers upon Mortgagee the right, power and authority to collect such rents, issues and profits. Mortgagee irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee at any time and from time to time, to demand, receive and enforce payment, to give receipts, release and satisfaction, and to sue, in the name of Mortgagee or Mortgagee, for all such rents, issues and profits (but not more than to the Indebtedness Secured Hereby; provided, however, that Mortgagee shall have the right to collect such rents, issues and profits) but not more than two months in advance) prior to or at any time there is not an event of default under this Mortgage or the Note. The assignment of the rents, issues and profits of the Premises in this Section is intended to be an absolute assignment from Mortgagee to Mortgagee and not merely the passing of a security interest. The rents, issues and profits are hereby assigned absolutely by Mortgagee or Mortgagee contingent only upon the occurrence of an event of default.

20. WAIVER OF REMEDY RIGHTS. Mortgagee covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, abatement or extension law or any so-called "Mortgagee Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or other disposition of the Premises, or to decree, judgment or order of any court of competent jurisdiction; or after such sale or other disposition or exercise of any right or other enforcement hereof. Mortgagee expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, or its own behalf and on behalf of each and every person, accepting only decree or judgment creditors or Mortgagee acquiring any interest or title to the Premises subsequent to the date hereof, it being the intent hereby that any and all such rights of redemption of Mortgagee and of all other persons, and that shall be deemed to be hereby waived to the full extent permitted by law. Mortgagee will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power and remedy as though no such law or laws have been made or enacted.

19. INSURANCE UPON FORECLOSURE. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy, if not applied in rebuilding or restoring the buildings or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure and any balance shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court, in its decree, may provide that the decree creditor may cause a new loss clause to be attached to each casualty insurance policy making the proceeds payable to decree creditors; and any such successive redeemer may cause the preceding loss clause attached to each casualty insurance policy to be cancelled and a new loss clause to be attached thereto, making the proceeds payable to such redeemer. In the event of foreclosure sale, Mortgagee is authorized, with the consent of Mortgagee, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies.

(b) The deficiency in case of a sale and deficiency.  
(a) The Indebtedness hereby secured or the Indebtedness secured by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be assessed against the Premises, shall be deemed to be secured by the Indebtedness hereby secured, provided such application is made prior to the foreclosure sale; or

18. RECEIVERS. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court may appoint a receiver of the Premises. Such appointment may be made before or after sale, without notice, without regard to solvency or insolvency of Mortgagee and without regard to the value of the Premises or whether the same shall be then occupied as a homestead or not; and Mortgagee or any holder of the Note may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during the further times when the Mortgagee, except for the intervention of such receiver, would be entitled to collection of such rents, issues, 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 may, from time to time, authorize the receiver to apply the net income from the Premises in his hands in payment in whole or in part of:

17. LITIGATION OR PROCEEDINGS AFFECTING THIS MORTGAGE, THE NOTE OR THE PREMISES, INCLUDING PROBATE AND BANKRUPTCY PROCEEDINGS, OR IN PREPARATION FOR THE COMMENCEMENT OF A SUIT OR PROCEEDING, OR THREATENED SUIT OR PROCEEDING, SHALL BE IMMEDIATELY DUE AND PAYABLE BY THE MORTGAGOR, WITH INTEREST THEREON AT THE BEARER'S RATE.

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(11) To the extent of the amount of the principal and interest payments now due or which may hereafter become due on the Premises; and, if this is a

hereinafter authorized;

(i) payment of agent or agents, if management be delegated to an agent, or agents, and that also include lease completion and other compensation and expenses of seeking and procuring tenants and entering into leases, established claims for damages, if any, and premiums on insurance

in such order as Mortgagee may determine;

shall have full power to use and apply the aforesaid rents, issues, profits and proceeds of the Premises to the payment of or on account of the following:

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26. APPLICATION OF INCOME AND PROCEEDS RECEIVED BY MORTGAGEE. Mortgagee, in the exercise of the rights and powers herein conferred upon it shall reimburse Mortgagee therefor immediately upon demand. In the defense of any claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and Mortgagee contained in said leases. Should Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements may or might incur under said lease or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which it any leases. Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under

(vi) to receive all of such aforesaid rents, issues and profits; hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all time hereafter, without notice to Mortgagee.

(v) to insure and reimburse the same and all risks incidental to Mortgagee's possession, operation and management thereof; and

(iv) to make all necessary or proper repairs, decorating, renewals, improvements, alterations, additions, betterments and improvements to the Premises as to it may seem judicious;

(iii) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to extend or renew terms to expire, beyond the maturity date of the Indebtedness Secured Hereby and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagee and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser;

(ii) to elect or disaffirm any lease or sublease which is then subordinate to the lien hereof except to the extent prohibited by any non-disturbance agreement to which the Mortgagee is a party;

(i) to cancel or terminate any lease or sublease for any cause or on any ground that would entitle Mortgagee to cancel the same; and with full power:

25. MORTGAGEE'S RIGHT OF POSSESSION. In case of default in any case in which under the provisions of this instrument Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due, or whether before or after the institution of legal proceedings to foreclose the lien hereof or after sale thereunder, forthwith, upon demand of Mortgagee, Mortgagee shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the Premises or any part thereof personally or by its agents or attorneys. In such event Mortgagee in its discretion may, with or without force and with or without process of law, enter upon, take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and account of Mortgagee, and may exclude Mortgagee, its agent or servants wholly therefrom and may act as attorney-in-fact or agent of Mortgagee, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business thereof, either personally or by its agents, and with full power to use such means, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment of security of the aforesaid rents, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent,

24. MORTGAGEE IN POSSESSION. Nothing shall be construed as constituting Mortgagee a mortgagee in possession in the absence of actual taking of possession of the Premises by Mortgagee.

23. ASSIGNMENT OF LEASES. Mortgagee hereby assigns and transfers to Mortgagee as additional security for the payment of the Indebtedness hereby secured, all present and future leases upon all or any part of the Premises and shall execute and deliver, at the request of Mortgagee, all such further assurances and assignments in the Premises as Mortgagee shall from time to time require.

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34. NO LIABILITY ON MORTGAGEE. Notwithstanding anything contained herein, Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of Mortgagee, whether or not Mortgagee, under any of the leases affecting the Premises, under any contract relating to the Premises or otherwise, and Mortgagee shall not be liable for any damage which may be asserted on any portion of the Premises or affecting any of its exercise of right hereunder; and any and all claims and demand whatsoever which may be asserted on any portion of the Premises or affecting any rights of the Mortgagee thereon, Mortgagee shall not have responsibility for the control, care, management or repair of the Premises or be responsible

IF TO MORTGAGEE: MR. ALLEN NELSON  
225 W. JOHNSON, APT 19  
PALATINE, ILLINOIS 60067

IF TO MORTGAGEE: GREAT INVESTMENTS  
830 MALLARD COURT  
PALATINE, ILLINOIS 60067

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32. ADDRESSES AND NOTICES. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof by certified mail to the address hereafter set forth or to such other place as any party hereto may by notice in writing designate, shall constitute service of notice hereunder:

33. CAPTION AND PROVISIONS. The captions and headings of the various sections of this mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Wherever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

31. WAIVER OF DEFENSE. Actions for the enforcement of the lien or any provisions hereof shall not be subject to any defense which would be good and available to the party interposing the same in an action at law upon the face, and all such defenses are hereby waived by Mortgagee.

30. PROVISIONS SEVERABLE. The unenforceability or invalidity of any provision hereof shall not render any other provisions herein contained unenforceable or invalid.

29. SUCCESSORS AND ASSIGNS. This mortgage and each and every covenant, agreement and other provision hereof shall be binding upon Mortgagee and its successors and assigns, including each and every time to time record owner of the Premises or any other person having an interest therein, and shall inure to the benefit of Mortgagee and its successors and assigns. Wherever herein mortgage is referred to, such reference shall be deemed to include the holder of the note, whether as express or not; and each such holder of the note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce all and every one of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such from time to time holder were herein by name designated the Mortgagee.

28. RIGHTS CONFIRMATIVE. Each right, power and remedy conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, expressed or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy so existing may be exercised from time to time as often and in such order as may be deemed expedient by 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 Mortgagee in the exercise of any right, power or remedy shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

27. TITLE IN MORTGAGEE'S SUCCESSORS. If ownership of the Premises becomes vested in a person or persons other than Mortgagee, Mortgagee may, without notice to Mortgagee, deed with such successor or successors in interest of Mortgagee with reference to this mortgage and the indebtedness hereby secured in the same manner as with Mortgagee. Mortgagee shall give immediate written notice to Mortgagee of any conveyance, transfer or change of ownership of the Premises. Nothing in this section shall vary or negate the provisions of Section 15 hereof.

(iv) to the payment of any indebtedness hereby secured or any deficiency which may result from any foreclosure sale.  
Premises, including but not limited to the cost from time to time of installing or replacing refrigeration and gas or electric stoves therein, and of painting the Premises in such condition as will, in the judgment of Mortgagee, make it readily rentable;  
(iii) to the payment of all repairs, decoration, renovation, replacements, alterations, additions, betterments and improvement of the household mortgage, or all rents due or which may become hereafter due under the underlying lease;



Warren R. Fuller  
Attorney At Law  
150 N. Michigan  
Chicago, IL 60601

Warren R. Fuller  
Notary Public, State of Illinois  
My Commission Expires 04/14/92

*Warren R. Fuller*  
Notary Public

Given under my hand and official seal this 1st day of August, 1990.

I, the undersigned, a Notary Public in and for said County, do hereby certify that ALLEN D. NOFEN, 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 her free and voluntary act, for the uses and purposes therein set forth, including the release of and waiver of the right of

State of Illinois )  
) SS  
) County of Cook

*Allen D. Nofen*  
Allen D. Nofen

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed and delivered as its free and voluntary deed for the uses and purposes herein set forth, all on Aug. 1, 1990.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND SET FORTH AT LENGTH HEREIN

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

38. E.P.A. COMPLIANCE. Mortgagor covenants that the buildings and other improvements constructed on, under or above the subject real estate will be used and maintained in accordance with the applicable E.P.A. regulations and the use of said buildings by Mortgagor, or Mortgagor's lessees, will not unduly or unreasonably pollute the atmosphere with smoke, fumes, noxious gases or particulate pollutants in violation of any such regulations; and in case Mortgagor (or said lessees) are served with notice of violation by any such E.P.A. agency or other governmental authority, that it will immediately cure such violation to the extent whatever nuisance or violation is claimed or alleged to exist; provided, however, that there is reserved to Mortgagor the right to contest any such claim in good faith and with due diligence, during which contest the Mortgagor may not declare that a default exists under this mortgage because of or in consequence of the alleged violation.

39. MORTGAGOR NOT A JOINT VENTURER OR PARTNER. Mortgagor and Mortgagee acknowledge and agree that Mortgagee is not and in no event shall be deemed to be a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document evidencing or securing any of the indebtedness secured hereby, or otherwise.

upon demand for the full amount thereof, including costs, expenses and attorneys' fees. affected by the Premises or under or by reason hereof, or in the defense of any claims or demands, Mortgagor agrees to reimburse Mortgagee immediately to it, and Mortgagee expressly waives and releases any such liability. Should Mortgagee incur any such liability, loss or damage under any of the leases licensed, employed, steered or other person, no liability shall be enforced or asserted against Mortgagee in its exercise of the powers herein granted or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant,

80888806

UNOFFICIAL COPY

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Property of Cook County Clerk's Office



ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE. PROVISIONS OF THIS NOTE, EACH BORROWER AGREES TO THE TERMS OF THE NOTE AND PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE

are joint and several. without the consent of or notice to anyone. The obligations under this Note in the collateral; and take any other action deemed necessary by Lender Guarantor, impair, fail to realize upon or perfect Lender's security interest of time) or modify this loan, from time to time, release any party or parties agree that Lender may renew, extend (repeatedly and for any length accommodation maker or endorser, shall be released from liability. All such stated in writing, no party who signs this Note, whether as maker, guarantor, Upon any change in the terms of this Note, and unless otherwise expressly law, waive presentment, demand for payment, protest and notice of dishonor, person who signs, Guarantees or endorses this Note, to the extent allowed by or remedies under this Note without losing them. Borrower and any other GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights

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COLLATERAL. This note is secured by a first mortgage lien on property located at Unit 1 B 228 West Johnson Avenue, Palatine, Illinois 60067; which mortgage is included by reference herein.

RIGHT OF SETOFF. Borrower grants to Lender a contractual possessory security interest in, and hereby assigns, conveys, delivers, pledges, and transfers to Lender, all Borrower's right, title and interest in and to, Borrower's accounts with Lender including with limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, Borrower authorized Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$16.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance due on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted by applicable law, increase the interest rate on this Note to 18.00 % per annum. The interest rate will not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorney's fees and legal expenses whether or not there is a lawsuit, including attorney's fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. This note has been delivered to Lender and accepted by Lender in the State of Illinois. If there is a lawsuit, Borrower agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois. This Note shall be governed by and construed in accordance with the laws of the State of Illinois.

EXHIBIT B

90388808

Property of Cook County Clerk's Office

Unit Number "225-1-B", in the Williamshurg Condominium, as delineated on a survey of the following described real estate:

The East 1/2 feet of lot 2 and all of lots 3 to 7, in Block 7 in Houston, Tex. and Sons Glen "Ryan Manor" subdivision of part of the West 1/2 of the North East 1/4 of Section 22, Township 42 North, Range 10 East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 8599182 together with the undivided percentage interest in the common elements, in Cook County, Illinois

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2008/08/08