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This instrument was prepared by Anthony J. Aiello. Sidley & Austin. One First National Plaza. Chicago, (NAME AND ADDRESS) Mail this instrument to Anthony J. Aiello. Sidley & Austin. One First National Plaza.	long and during all such all apparatus, equipment single units or centrally coverings, inador teets, or not, and it is agreed considered as constituting the considered as consid	times as Mortgagors may be entitled thereto (which are piedged) and or articles now or hereafter therein or thereon used to supply he controlled), and ventilation, including (without restricting the awnings, stoves and water heaters. All of the foregoing are declared as a similar apparatus, equipment or articles hereafter placeding part of the real estate. TO HOLD the premises unto the Mortgagee, and the Mortgagee mail rights and benefits under and by virtue of the Homestead is by expressly release and waive. Where the Exhibit A and Rider attached he made of two pages. The coverants, conditions and provisions appliate a part hereof and shall be binding on Mortgagors, their hear and seat. of Mortgagors the day and year first above writt. Mohammad E, Akrabawi In the State aforesaid, DO HEREBY CERTIFY that personally known to me to be the same person — who appeared before me this day in person, and acknowledged free and welcometry act, for the uses an free and welcometry act, for the uses an free and welcometry act, for the uses an	infinitely and on the probability water, light, power, refrigeration (whether oregoing), screens, or idoo shades, storm doors and windows, floor red to be a part of said real estate whether physically attached thereto in the premises by Morripa jurs or their successors or assigns shall be a successors and assigns, forew (), for the purposes, and upon the uses exemption Laws of the State of Illing is, which said rights and benefits and the Rider original on page 2 (the reverse side of the sociates) are incorporated, successors and assigns. (Seal) [Seal] [Seal]
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Chicago, II. 60603	long and during all such all apparahus, equipment single units or centrally coverings, mador beds, or not, and it is agreed considered as constitution. TO HAVE AND Therein set forth, free firthe Mortgagors do here. This mortgage conherein by reference and Witness the hand. PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) STATE OF HISTORY. COUNTY AMPRESS SEAL HERE Given under my hander Commission expure.	times as Mortgagors may be entitled thereto (which are pledged) and or articles now or hereafter therein or thereon used to supply he controlled), and ventilation, including (without restricting the awnings, stoves and water heaters. All of the foregoing are declared and that all unitar apparatus, equipment or articles hereafter placeding part of the real estate. TO HOLD the premises unto the Mortgagee, and the Mortgagee mail rights and benefits under and by virtue of the Homestead & by expressly release and waive. **TO HOLD THE PROPERTY AND RECENTION OF THE HOMESTEAD AND STATE AND	infinitely and on pr. (by with said real estate and not secondarily) and eat, gas, air conditions is, water, light, power, refrigeration (whether oregoing), screens, air idos shades, storm doors and windows, floor red to be a part of said real estate whether physically attached thereto in the premises by Mort parties of their successors or assigns shall be a successors and assigns, forewer, for the purposes, and upon the uses exemption Laws of the State of Illing is which said rights and benefits wheth said rights and benefits and the Rider or the state of the exercise of the entry of the reverse side of the accretion are incorporated, successors and assigns. (Seal)

BOX 333

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE): other than Permitted Expertions (as defined in the Note)

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good-condition and repair, without waste, and free from mechanics, or other liens or claims for lienance expressly subardinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgaget; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) makes no material alterations in said premises except as required by law or municipal ordinance.

- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgages duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute; any tax or assessment which Mortgagors may desire to contest. See Paragraph. 23 hereof.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes on assessments or charges on liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages, or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage; or the debts secured hereby or the holder, thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee; shall pay such taxes or assessments for require Mortgages therefor provided, however, that if in the opinion of counsel, for the Mortgagee (a) it might be unlawfull to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond ithe maxing in manual permitted by law, then and in such event, the Mortgages may elect, by notice in writing given to the Mortgagors; to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such 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 issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability four led by reason of the imposition of any tax on the issuance of the hote 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 Mortgagors shall have such privilege of making prepayments on the principal of said libte (in addition to the required payments) as may be provided it is said libte.
- ments) as may be provided it said note.

 6. Mortgagors shall ker of all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windsoon, and der policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the time or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in the of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgagee, under insurance policies, not shall deliver an wall policies, including additional and renewall policies, to the Mortgagee, and in case of linear about to expire, shall deliver nie wall policies not less than ten days prior to the respective dates of expirations. See all Solato and the properties of default therein. Mortgage may, but need not, make any payment or performany act hereinbefore 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 properties or settle any tax lies or other prior lies or title or claims thereofy or redeems from any tax sale or forfeiture affecting said premis a or contest any tax or assessment. All moneys paid for any of the purposes thereins uthorized and all expenses paid or incurred in connection therewith, including attorneys fees; and any other moneys advanced by Mortgagoets the move permitted by Illinois law. Inaction of Mortgagoets shall due and payable without notice and with interest them at the highest rate now permitted by Illinois law. Inaction of Mortgagoets shall due and payable without notice and with interest them at the highest rate now permitted by Illinois law. Inaction of Mortgagoets shall be considered as a waiver of any right accruing to he Mortgagoets.
- 8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any billistatements or estimate procured from the appropriate public office with at inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or tile or claim thereof.
- validity of any tax, assessment, sale, forfeiture, tax lien or (i. le. or. claim thereof.

 9. Mortgagors shall pay each item of indebtedness herein aent oned, both principal and interest, when due according to the terms hereof. At the option of the Mortgager and without notice to hortgagors, all unpaid indebtedness secured by this mortgage shall; notwithstanding anything in the note or in this mortgage to the contrary. Lother due and payable (a) immediately in the case of default in making, payment of any installment of principal or interest on the Rote; or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors hereis contained received of the Note (other thansthe payment of Drincipal and Interest), or (c) any other Brent of Default shall have contract under the Note (other thansthe payment to foreclose the lien hereof, in any suit to foreclose the lien hereof, there shall become due wheth representation of otherwise, Mortgage shall shave the rights who decree for sale all expenditures and expenses which may be paid or incurred to or on behalf of Mortgagee for attorneys breest appraiser, and items to be expended after entry of the decree) of procuring all such abstract of title searches, and costs, (which, may be estimated as to policies, Torrens certificates, and similar data and assurances with respect to title remains on the conditions of the title remains to be expended after entry of the decree) of procuring all such abstract of title remains and expensions the cities to prosecute such suit or to evidence to bidders at any sale which may be half purported the true conditions of the title remains and expensions of the nature in this pergraph mentioned shall become so-much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the interest remove permitted by Illinois law, whene paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and habiture proceedings to which the Mort
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as ar metitioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness as ditto at to that evidenced, by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the body, out h, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 22. 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 sale, without notice, will out regard to the then value of the remises or whether, the same shall be then occupied as a homestead or not, and the Mortgages may be appointed as such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption; or not; as well as during any purher nimes when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection; possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands im paymentating the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in paymentating the which may be or become superior to the lien hereof or of such decree; provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 13. No action for the enforcement of the 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 bote hereby secured.
- 14. The Morigages shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that
- 15. The Mortgagors shall periodically deposit with the Mortgages such sums as the
- 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation, or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee; notwithstanding such extension; variation or release.
- 17. Mortgage: shall: release this mortgage and lien: thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
- 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming unders or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note: on this mortgage. The words "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 bbte secured hereby.

2936-52 N. Central Ave.

RIDER ATTACHED TO AND PART OF THAT CERTAIN MORTGAGE BETWEEN MOHAMMAD E. AKRABAWI AND SHIRLEY L. AKRABAWI ("MORTGAGOR") AND RAND REALTY & DEVELOPMENT CO. ("MORTGAGEE")

- 19. The Mortgagor shall perform, observe and comply with all of the provisions hereof and of the Note (including, without imitation, all of the covenants and conditions that may be contained in the Note but not contained herein) and shall promptly pay to the Mortgagee the principal with interest thereon and all other sums required to be paid by the Mortgagor under the Note when due, without notice, demand, counterclaim, setoff, deduction, defense, abatement, suspension, deferment, diminution or reduction.
- 20. The Mortgagor represents and covenants that as of the date hereof and at all times thereafter during the term hereof: (a) the Mortgagor is seized of an indefeasible estate in fee simple to the premises and all improvements thereon, and has good right, full power and lawful authority to mortgage and pledge the same as provided herein, and the Mortgagee may at all times peaceably and quietly enter upon, hold, occupy and enjoy the premises in accordance with the terms hereof; the Mortgagor owns the premises free and clear of all liens, security interests, charges, easements, covenants, restrictions and other matters, exceptions and encumbrances whattoever except the Permitted Exceptions; (b) The Mortgagor will maintain and preserve the lien of this Mortgage until the principal and interest on the Note have been paid in full and all other obligations of the Mortgagor set forth in the Note and herein have been satisfied (collectively, the "Obligations"; (c) the Mortgagor is now able to meet its debts as the debts mature, and no bankruptcy or insolvency proceedings are pending or contemplated by or against the Mortgagor; (d) all reports. statements and other data, if any, furnished to the Mortgagee in connection with the Obligations are true, correct and complete in all respects and do not omit to state any fact or circumstance necessary to make the statements contained therein not misleading; (e) the Mortgage, the Assignment and the Note are valid and binding obligations enforceable in accordance with their respective terms and the execution and delivery thereof do not contravene any contract or agreement to which the Mortgagor is a party or by which the Mortgagor may be bound, and do not contravene any law, order, decree, rule or regulation to which the Mortgagor is subject; and (f) there are no actions, suits or proceedings pending, or, to the best of the Mortgagor's knowledge, threatened, against or affecting the Mortgagor or the premises.

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- 21. (a) The Mortgagor covenants and agrees to maintain in force at all times:
 - (i) Fire and extended coverage insurance (including, without limitation, windstorm, explosion and such other risks usually insured against by owners of like properties) on the premises in such amounts as is satisfactory to the Mortgagee but in no event less than one hundred percent (100%) of the full insurable value of the premises and in no event less than the amount required to prevent the Mortgagor from becoming a co-insurer within the terms of the applicable policies;
 - "occurrence basis" against claims for personal injury, including, without limitation, bodily injury, death, or property dawage occurring on, in or about the premises in an amount of not less than \$1,000,000.00 with respect to personal injury of death to one or more persons and \$500,000.00 with respect to damage to property, and with "umbrella" liability coverage of not less than \$1,000,000.00, or such greater amounts as may from time to time be reasonably required by the Mortgagee;
 - (iii) If the premises is located in a Zone A or Zone B flood hazard zone, flood plain insurance in an amount satisfactory to the Mortgagee, but in no event less than one hundred percent (100%) of the full insurable value of the premises and the personal property contained therein.
 - (iv) Such other insurance as may be reasonably required by the Mortgagee from time to time.
- (b) All such insurance shall be written by companies and on forms with endorsements satisfactory to the Mortgagee, all with suitable loss-payable and standard noncontribution mortgagee clauses in favor of the Mortgagee (or, in case of a foreclosure sale, in favor of the owner of the certificate of sale) attached, and originals or certified copies of the policies evidencing the same shall be kept constantly deposited with the Mortgagee NAll said policies shall provide for, among other things, written notice to the Mortgagee of their expiration or any anticipated cancellation at least thirty (30) days prior to such event occurring. Not less than thirty (30) days prior to the expiration of any such policy, a certified copy of an appropriate renewal policy shall be deposited with the Mortgagee. In case of loss, the Mortgagee is authorized to collect all insurance proceeds and apply them, at its option, to the reduction of the Obligations hereby secured, whether due or not then due, or, at the Mortgagee's option, may allow the Mortgagor to use such money, or any part thereof, in repairing the damage or restoring the premises.

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- (c) The Mortgagor shall notify the Mortgagee, in writing, of any loss to the premises and the Mortgagor hereby directs each insurance company to make payment for such loss directly and solely to the Mortgagee (to the extent of the amount outstanding under the Note); and the Mortgagor agrees that any payment which is delivered, for any reason, to the Mortgagor shall be held in trust for the Mortgagee and promptly delivered in the form received (except for any necessary endorsements thereon) to the Mortgagee.
- The Mortgagee shall be entitled to all awards (which term when used in this Mortgage shall include all compensation, awards, damages, claims, rights of action, proceeds and other payments of relief) of, or on account of, any damage or taking through condemnation of the premises, or any part thereof (to the extent of the amount outstanding under the Note), and is hereby authorized, at its option, to commence, appear in and prosecute in its own or the Mortgagor's name any action or proceeding relating to any condemnation and to settle or compromise any claim in connection therewith. All awards and the right thereto are included in the premises, and the Mortgagee, after deducting therefrom all its expenses, including attorneys' fees, at its option may aprly such net proceeds in such manner as the Mortgagee shall determine to the reduction of the Obligations without regard to whether the same are or are not then due and in the event any net proceeds remain thereafter, such net proceeds shall be paid to the Mortgagor. The Mortgagor agrees to execute such further assignments of any awards as the Mortgagee may require.
- 23. (a) Without limiting the effect of Paragraphs 2, 6 and 21 hereof, Mortgagor shall pay to Mortgagee, monthly on the first day of each month, an amount (based upon Mortgagee's reasonable estimate of the following listed tems) equal to onetwelfth (1/12) of the annual premiums for the insurance policies referred to hereinabove and the annual general real estate taxes, special taxes, special assessments, water charges and other charges against the premises ("Impositions"); the amounts so paid shall be security for the premiums and other items and small be used in payment thereof if Mortgagor is not otherwise in default hereunder. No amount so paid shall be deemed to be trust funds but may be commingled with general funds of Mortgagee, and no interest shall be payable thereon. If, pursuant to any provision of this Mortgage, the whole amount of the unpaid principal debt becomes due and payable, Mortgagee shall have the right, at its election, to apply any amount so held against the entire indebtedness secured hereby. At Mortgagee's option, Mortgagee from time to time may waive, and after any such waiver may reinstate, the provisions of this paragraph requiring the monthly payments.
- (b) Mortgagee will, out of the foregoing deposits, upon the presentation to Mortgagee of the bills therefor, pay the items for which the deposits are intended or,

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upon the presentation of such of receipted bills, therefor, will reimburse Mortgagor for such payments by Mortgagor. If the total tax and insurance deposits on hand shall not be sufficient to pay all of the Impositions and premiums when the same shall become due, then Mortgagor shall pay to Mortgagee within thirty (30) days after Mortgagee's demand therefor the amount necessary to make up the deficiency, but in no event later than the date on which interest or penalties will accrue for non-payment.

- (c) The provisions of this Mortgage are for the benefit of Mortgagor and Mortgagee alone. No provision of this Mortgage shall be construed as creating in any party other than Mortgagor and Mortgagee any rights in and to the deposits described herein or any rights to have the tax and insurance deposits applied to payment of taxes and premiums. Mortgagee shall have no obligation or duty to any third party to collect such deposits
- 24. If there shall be damaged or taken through condemnation all or any part of the premises, and the taking of which would, in the judgment of the Mortgagee, render all or any part of the premises not reasonably accessible or not in compliance with applicable codes, ordinances, laws or regulations by reason of insufficient lot area or parking spaces or otherwise, all Obligations shall without notice become due and payable forthwith at the option of the Mortgagee, whether or not there shall have occurred an Event of Default.
- 25. The Mortgagor shall not, without the Mortgagee's prior written consent (which consent may be withheld in the Mortgagee's sole and absolute discretical, transfer, sell, convey, alien, pledge, lease, hypothecate or mortgage all or any portion of the premises (or any beneficial interest in a land trust if title to the premises is held by a land trust), or any legal or equitable interest in the premises or the Mortgagor (or the beneficiary of the land trust holding title to the premises, if title is so held) regardless of form (or, if title to the premises is held by a land trust, if Mortgagor shall direct or cause the trustee to do any of the foregoing). No sale of the premises, no forbearance to any person with respect to this Mortgage, and no extension to any person of the time for payment of the Note, the Obligations and other sums hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor, either in whole or in part.
- 26. The Mortgagor (as debtor) hereby grants to the Mortgagee (as creditor and secured party) a security interest in all fixtures, equipment and other personal property of every nature whatsoever owned by the Mortgagor constituting part of the premises. To the extent permitted by, and subject to, applicable law, the lien of this Mortgage shall automatically attach, without further act, to all property hereafter acquired by the Mortgagor located in or on, or attached to, or used or intended

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to be used in connection with, or with the operation of, the premises or any part thereof. This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code of the State of Illinois (the "Code") and shall constitute a "fixture filing" within the meaning of Section 9-313 and 9-402 of the Code.

- 27. The Mortgagor shall not knowingly suffer or permit the premises, or any portion thereof, to be used by the public, as such, without restriction or in such manner as might reasonably tend to impair the Mortgagor's title to the premises, or any portion thereof, or in such manner as might reasonably make possible a claim or claims of easement by prescription or adverse possession by the public, as such, or of implied dedication of the premises or any portion thereof. The Mortgagor shall not use or permit the use of the premises, or any portion thereof, for any unlawful purpose.
- 28. Upon any foreclosure sale, the Mortgagee may bid for and purchase all or any portion of the premises and, upon compliance with the terms of the sale and applicable law, may hold, retain and posense and dispose of such property in its own absolute right without further accountability. Upon any foreclosure said, the Mortgagee may apply any or all of the Obligations toward the purchase price.
- 29. The Martgagor agrees, to the full extent permitted by law, that neither the Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, or extension laws or any so-called "Moratorium Laws," now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the premises or the final and absolute putting into possession theref, immediately after such sale, of the purchaser thereat, and the Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the premises marshalled upon any foreclosure of the lien hereof and agrees that the Mortgagee, or any court having jurisdiction to foreclose such lien, may sell the premises in part or as an entirety. To the full extent permitted by law, the Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf, and on behalf of each and every person, acquiring any interest in or title to the premises subsequent to the date hereof. The Mortgagor hereby agrees, to the excent permitted by law, that no recovery of any judgment by the Montgagee, and no attachment or levy of execution upon any of the premises or any other property of the Mortgagor, shall in any way affect the lien of this Mortgage upon the premises, or any part thereof, or any lien, rights, powers or remedies of the Mortgagee herevoder, but such lien, rights, powers and remedies shall continue unimpaired as before, until the Obligations are paid in full.

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- 30. No delay or omission of the Mortgagee to exercise any right, power or remedy accruing upon and during the continuance of any default shall exhaust or impair any such right, power or remedy, or be construed to waive any such default or to constitute acquiescence therein. Every right, power and remedy given to the Mortgagee may be exercised from time to time and as often as may be deemed expedient by the Mortgagee.
- 31. No waiver of any default hereunder shall extend to or affect any subsequent or any other default then existing, or impair any rights, powers or remedies consequent thereon. If the Mortgage? (without limitation): (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted in the Note or this Mortgage; (d) releases any part of the premises from the lien of this Mortgage; (e) consents to the filing of any map, plat or replat of the land; (f) consents to the granting of any easement on the land; or (g) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the original liability under the Note or this Mortgage. No such act or omission shall preclude the Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in case of any event of default then existing or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Mortgagee, shall the lien of this Mortgage be altered thereby, except to the extent of any releases as described in subparagraph (d), above, of this paragraph.
- 32. No right, power or remedy conferred upon or reserved to the Mortgagee by the Note or this Mortgage is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to every other right, power and remedy given hereunder or under the Note or under any document in connection herewith now or hereafter existing, or at 12 w, in equity or by statute.
- 33. If an Event of Default (as defined in the Note) shall have occurred, principal and interest under the Note and all other outstanding and unpaid Obligations shall, to the extent permitted by law, bear interest at eighteen percent (18%) per annum.
- 34. In the event that any of the covenants, agreements, terms or provisions contained in the Note or this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Note shall be in no way affected, prejudiced or disturbed thereby.

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- 35. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement hereafter made by the Mortgagor and the Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.
- 36. This Mortgage shall be construed, interpreted, enforced and governed by and in accordance with the internal laws (as opposed to conflicts of laws provisions) of the State of Illinois.
- The Mortgagor shall defend, indemnify, save and hold harmless the Mortgagee from and against, and promptly pay to, or reimburse the Mortgagee for, all loss, cost, expense and liability the Mortgagee may suffer or incur (regardless of whether contingent, direct, consequential, liquidated or unliquidated), including, but not limited to, all attorneys' fees and court costs, incurred by or asserted against the Mortgagee resulting from, arising out of, relating to or caused by any action or inaction of the Mortgagor, or any condition existing on, under or in the premises including, without limitation, the following:
 - (i) the breach or inaccuracy of any representation, warranty, agreement or covenant of the Mortgagor set forth in the Note or this Mortgage;
 - the release or threatened release of any waste, pollutant, hazardous or toxic substance or waste, special waste, petroleum, petroleum-based substance or waste, product or by-product, or any constituent of any such substance, waste or product (collectively, "Contaminant") at or from the premises into the indoor or outdoor environment;
 - (iii) the off-site migration, at any time of any Contaminant located in or on the premises; or
 - (iv) the presence of asbestos or asbestoscontaining material in or on the premises.
- 38. At any time and from time to time, upon Mortgagee's request, Mortgagor shall make, execute and deliver, or cause to be made, executed and delivered, to Mortgagee, and where appropriate shall cause to be recorded, registered or filed, and from time to time thereafter to be re-recorded, reregistered and re-filed at such time and such offices and places as shall be deemed desirable by Mortgagee, any and all such further mortgages, instruments of further assurance, certificates

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and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage, and the lien of this Mortgage as a first lien and security interest upon all of the premises, whether now owned or hereafter acquired by Mortgagor, and unto all and every person or persons deriving any estate, right, title or interest under this Mortgage. Upon any failure by Mortgagor to do so, after having been requested so to do in writing by Mortgagee, Mortgagee may make, execute, record, register, file, re-record, re-register or re-file any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-infact of Mortgagor to do so. The lien and security interest thereof shell automatically attach, without further act, to all after-acquired property attached to and/or used in the operation of the premises any part thereof.

- 39. It is specifically agreed that time is of the essence of the Note and this Mortgage.
- 40. In the event of a conflict with other provisions of this Mortgage, the provisions set forth in this Rider shall control.

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EXHIBIT A Legal Description

LOTS 1 TO 8, BOTH INCLUSIVE, IN BLOCK 3 IN J. E. WHITE'S 2ND DIVERSEY PARK ADDITION, A SUBDIVISION OF LOTS 8, 9, AND THE EAST 1/2 OF LOT 10 IN KING AND PATTERSON'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Common Address:

Service of County Clerk's Office 2936-52 N. Central Ave., Chicago, Illinois

PIN:

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STATE OF ILLINOIS) SS. COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Mohammad E. Akrabawi and Shirley L. Akrabawi personally known to me to be same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered such instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

under

Or Cook County Clark's Office Given under my hand and official seal, this of November, 1951;

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