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UNOFFICIAL COPY

SECOND Mortgage

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THIS MORTGAGE is made on, 11-1 1991 between NBD Trust Company of Illinois not personally, but as Trustee under a Trust Agreement dated 1-9 1985 and known as

Trust No. 228WF whose address is Arlington Heights & Higgins Roads, Elk Grove Village, IL 60007 (the Mortgagor) and NBD Woodfield Bank (Bank Name) a D. Illinois (national state) banking corporation (association/corporation) whose address is 600 N. Meacham Road, Schaumburg, IL 60196 (the "Mortgagee").

\* To be deleted when this Mortgage is not executed by a Land Trust.

The Mortgagor MORTGAGES, CONVEYS AND WARRANTS to the Mortgagee real property and all the buildings, structures and improvements on it described as:

Land located in the Village of Palatine County of Cook State of Illinois:

See Attached Exhibit "A"

DEPT-01 RECORDINGS \$17.00 T#8888 TRAN 7497 12/27/91 14:08:00 08107 \* F \* -91-680758 COOK COUNTY RECORDER

"the Premises") 225 East Hellen Road Commonly known as Tax Parcel Identification No. 02-23-114-030-0000

The Premises shall also include all of the Mortgagor's right, title and interest in and to the following:

- (1) All easements, rights of way, leases, privileges and hereditaments.
(2) Land lying in the bed of any canal, or the like, opened, proposed or vacated, or any strip or gore, adjoining the Premises.
(3) All machinery, apparatus, equipment, fixtures, and articles of personal property of every kind and nature whatsoever located now or in the future in or upon the Premises and used or useable in connection with any present or future operation of the Premises (all of which is called "Equipment"). It is agreed that all Equipment is part of the Premises and appropriated to the use of the real estate and, whether affixed or annexed or not, shall for the purposes of this Mortgage unless the Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged and warrants to the Mortgagee.
(4) All mineral, oil, gas and water rights, royalties, water and water stock, if any.
(5) All awards or payments including interest made as a result of, the exercise of the right of eminent domain; the alteration of the grade of any street, any loss of or damage to any building or other improvement on the Premises, any other injury to or decrease in the value of the Premises, any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Premises, and the reasonable attorneys' and paralegals' fees, costs and disbursements incurred by the Mortgagee in connection with the collection of any such award or payment.
(6) All of the rents, issues and profits of the Premises under present or future leases, or otherwise.

The Premises are unencumbered except as follows: See Attached Exhibit "A"

Permitted Encumbrances"). If the Premises are encumbered by Permitted Encumbrances, the Mortgagor shall perform all obligations and make payments as required by the Permitted Encumbrances. The Mortgagor shall provide copies of all writings pertaining to Permitted Encumbrances, and the Mortgagee is authorized to request and receive that information from any other person without the consent or knowledge of the Mortgagor.

This Mortgage secures the indebtedness or obligation evidenced by:

(i) The note(s) dated 11-1-91, in the principal amount(s) of \$70,000.00 executed and delivered by Mortgagor to the Mortgagee with interest at the per annum rate of One percent (1.00 %) above the rate announced from time to time as\* on the principal balance remaining from time to time unpaid. Interest after default or maturity of the note, whether by acceleration or otherwise, on the principal balance of the note remaining from time to time unpaid shall be at the per annum rate of Four percent (4.00 %) above the Prime Rate

\*Mortgagee's prime rate ("Prime Rate")

(ii) the guaranty of the debt of executed and delivered by dated to the Mortgagee; and

(iii) including any extensions, renewals, modifications or replacements without limit as to the number or frequency (the "Debt")

LIMITATION ON AMOUNT SECURED BY MORTGAGE. Notwithstanding anything to the contrary contained in this Mortgage, the amount secured by this Mortgage shall not exceed the principal sum of \$ 70,000.00 at any one time outstanding.

FUTURE ADVANCES AND CROSS-LIEN: The Debt shall also include all other present and future, direct and indirect obligations and liabilities of the Mortgagor, or any one or more of them, with or without others, to the Mortgagee. This shall not apply to any obligation or debt incurred for personal, family or household purposes unless the note or guaranty expressly states that it is secured by this Mortgage.

This Mortgage shall also secure the performance of the promises and agreements contained in this Mortgage.

The Mortgagor promises and agrees as follows:

1. PAYMENT OF DEBT; PERFORMANCE OF OBLIGATIONS. The Mortgagor shall promptly pay, when due, whether by acceleration or otherwise, the Debt for which the Mortgagor is liable, and shall promptly perform all obligations to which the Mortgagor has agreed under the terms of this Mortgage and any loan documents evidencing the Debt.

2. TAXES. The Mortgagor shall pay, when due, and before any interest, collection fees or penalties shall accrue, all taxes, assessments, fines, impositions, and other charges which may become a lien prior to this Mortgage. Should the Mortgagor fail to make such payments, the Mortgagee may, at its option and at the expense of the Mortgagor, pay the amounts due for the account of

the Mortgagor. Upon the request of the Mortgagee, the Mortgagor shall immediately furnish to the Mortgagee all notes or amounts due and receipts evidencing payment. The Mortgagor shall promptly notify the Mortgagee of any lien on all or any part of the Premises and shall promptly discharge any unpermitted lien or encumbrance.

3. CHANGE IN TAXES. In the event of the passage of any law or regulation, state, federal or municipal, subsequent to the date of this Mortgage, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting such taxes, the entire principal secured by this Mortgage and all interest accrued shall become due and payable immediately at the option of the Mortgagee.

4. INSURANCE. Until the Debt is fully paid, the Mortgagor shall keep the Premises and the present and future buildings and other improvements on the Premises constantly insured for the benefit of the Mortgagee against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the State of Illinois, including risks of vandalism and malicious mischief, and shall further provide flood insurance (if the Premises are situated in an area designated as a flood risk area by the Director of the Federal Emergency Management Agency or as otherwise required by the Flood Disaster Protection Act of 1973 and regulations issued thereunder).

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the presence, disposal, release or threat of release of any Hazardous Materials on, over, under, from or affecting the Premises, the ground water, vegetation, buildings, personal property, persons or animals, (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials on the Premises, (c) any lawsuit brought to the attention of the Mortgagee or government order relating to such Hazardous Materials with respect to the Premises, and (d) any violation of laws, orders, regulations, requirements or demands of governmental authorities or any policies or requirements of the Mortgagee, which are based upon or in any way related to such Hazardous Materials used on the Premises. The indemnity obligations under this paragraph are specifically limited as follows:

- (i) The Mortgagee shall have no indemnity obligation with respect to Hazardous Materials that are first introduced to the Premises or any part of the Premises subsequent to the date that the Mortgagee's interest in and possession of that part of the Premises to which such Hazardous Materials have been or introduced shall have fully terminated by foreclosure of the Mortgage or acceptance of a deed in lieu of foreclosure.
- (ii) The Mortgagee shall have no indemnity obligation with respect to any Hazardous Materials introduced to the Premises or any part of the Premises by the Mortgagee, its successors or assigns.

The Mortgagee agrees that in the event this Mortgage is foreclosed or the Mortgagee tenders a deed in lieu of foreclosure, the Mortgagee shall deliver the Premises to the Mortgagee free of any and all Hazardous Materials which are then required to be removed (whether over time or immediately) pursuant to applicable federal, state and local laws, ordinances, rules or regulations affecting the Premises.

For purposes of this Mortgage, "Hazardous Materials" means any materials or substance: (i) which is or becomes defined as a "hazardous substance," "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Section 9601 et seq) and amendments thereto and regulations promulgated thereunder, (ii) containing gasoline, oil, diesel fuel or other petroleum products, (iii) which is or becomes defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act (42 USC Section 6901 et seq) and amendments thereto and regulations promulgated thereunder; (iv) containing polychlorinated biphenyls (PCBs); (v) containing asbestos; (vi) which is radioactive; (vii) which is biologically hazardous or (viii) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance or policy; or (ix) which is or becomes defined as a "hazardous waste," "hazardous substance," "pollutant" or "contaminant" under any federal, state or local statute, regulation or ordinance, or (x) any toxic, explosive, corrosive or otherwise hazardous substance, material or waste which is or becomes regulated by any federal, state or local governmental authority, or (xi) which causes a nuisance upon or waste to the Premises.

"Governmental Regulations" means any law, regulation, rule, policy, ordinance or similar requirement of the United States, any state, any county, city or other agency or subdivision of the United States or any state.

The provisions of this section shall be in addition to any and all other obligations and liabilities the Mortgagee may have to the Mortgagee under the Debt, any loan document, and in common law, and shall survive: (a) the repayment of all sums due for the Debt, (b) the satisfaction of all of the other obligations of the Mortgagee in this Mortgage and under any loan document, (c) the discharge of this Mortgage, and (d) the foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure. Notwithstanding anything to the contrary contained in this Mortgage, it is the intention of the Mortgagee and the Mortgagee that the indemnity provisions of this section shall only apply to an action commenced against any owner or operator of the Premises in which any interest of the Mortgagee is threatened or any claim is made against the Mortgagee for the payment of money.

17. **EVENTS OF DEFAULT/ACCELERATION:** Upon the occurrence of any of the following, the Mortgagee shall be entitled to exercise its remedies under the Mortgage or as otherwise provided by law: (1) The Mortgagee or, if other than the Mortgagee, any principal obligor of the Debt ("Principal Obligor") fails to pay when due any amount payable under the notes(s), the guaranty, or any other agreement evidencing the Debt; (2) the Mortgagee or Principal Obligor (a) fails to observe or perform any other term of the notes(s), the guaranty, or any other agreement evidencing the Debt or (b) makes any materially incorrect or misleading representation in any financial statement or other information delivered to the Mortgagee; (3) the Mortgagee or Principal Obligor defaults under the terms of this Mortgage, any loan agreement, mortgage, security agreement, or other document executed as part of the Debt transaction or any guaranty of the Debt becomes unenforceable in whole or in part, or any guarantor fails to promptly perform under such a guaranty; (4) the Mortgagee fails to pay when due any amount payable under any note or agreement evidencing debt to the Mortgagee or defaults under the terms of any agreement or instrument relating to or securing any debt for borrowed money owing to the Mortgagee; (5) a "reportable event" (as defined in the Employee Retirement Income Security Act of 1974 as amended) occurs that would permit the Pension Benefit Guaranty Corporation to terminate any employee benefit plan of the Mortgagee or Principal Obligor or any affiliate of the Mortgagee or Principal Obligor; (6) the Mortgagee or Principal Obligor becomes insolvent or unable to pay its debts as they become due; (7) the Mortgagee or Principal Obligor (a) makes an assignment for the benefit of creditors, or (b) consents to the appointment of a custodian, receiver, or trustee for itself or for a substantial part of its assets, or (c) commences any proceeding under any bankruptcy, reorganization, liquidation, insolvency or similar laws of any jurisdiction, or (d) a custodian, receiver or trustee is appointed for the Mortgagee or Principal Obligor or for a substantial part of its assets without the consent of the party against which the appointment is made, and is not removed within 60 days after such appointment; (9) proceedings are commenced against the Mortgagee or Principal Obligor under any bankruptcy, reorganization, liquidation or similar laws of any jurisdiction, and such proceedings remain undismissed for 60 days after commencement of the Mortgagee or Principal Obligor consents to the commencement of such proceedings; (10) any judgment is entered against the Mortgagee or Principal Obligor, or any attachment, levy, or garnishment is issued against any property of the Mortgagee or Principal Obligor; (11) any proceedings are instituted for the foreclosure or collection of any mortgage, judgment or lien affecting the Premises; (12) the Mortgagee sells, transfers or hypothecates any part of the Premises except as provided in this Mortgage without the prior written consent of the Mortgagee; (13) the Mortgagee or Principal Obligor dies; (14) The Mortgagee or Principal Obligor, without the Mortgagee's written consent, (a) is dissolved, (b) merges or consolidates with any third party, (c) sells a material part of its assets or business outside the ordinary course of its business, or (d) agrees to do any of the foregoing; (15) there is a substantial change in the existing or prospective

financial condition of the Mortgagee or Principal Obligor which the Mortgagee in good faith determines to be materially adverse.

18. **REMEDIES UPON DEFAULT:** Upon the occurrence of any of the events of default set forth in this Mortgage, at the sole option of Mortgagee, the note and/or any other liabilities shall become immediately due and payable and Mortgagee shall pay all expenses of Mortgagee including attorneys' and paralegals' fees and all expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights as the Prepaid and other costs incurred in connection with the disposition of the Premises. When the such liability is created hereby, shall become due whether by acceleration or otherwise. Mortgagee shall have the right to foreclose the lien of this Mortgage. In order to foreclose the lien of this Mortgage, there shall be allowed and in fact shall be expended by Mortgagee in the judgment of Mortgagee all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee in connection with the enforcement of its rights with respect to the enforcement of this Mortgage, including but not limited to the cost of legal counsel, title insurance, appraisal, title insurance, public notice, recording, advertising, and other expenses, and all necessary and reasonable expenses, including attorneys' and paralegals' fees and all expenses necessary either to prosecute the foreclosure suit or to conduct a sale or to carry out any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgagee shall become additional indebtedness secured hereby, and shall be immediately due and payable, with interest thereon at the highest rate permitted under any of the instruments evidencing any of the Debt. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, whether as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness created hereby, or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the note or any instrument which secures the note after default, whether or not actually commenced, or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced. The proceeds of any foreclosure sale 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 the items that are above mentioned; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note and the liabilities (first to interest and then to principal); fourth, any surplus to Mortgagee or Mortgagee's heirs, legal representatives, successors or assigns, as their rights may appear. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may grant the Mortgagee the right to possess the Premises pursuant to Chapter 110, Sections 15-1701 through 15-1703 of the Illinois Revised Statutes and or appoint a receiver of the Premises. Such grant and/or appointment may be made either before or after entry of judgment of foreclosure, without notice, without regard to the solvency or insolvency of Mortgagee at the time of application for the grant and/or without regard to the then value of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgagee may be appointed as the receiver. The Mortgagee in possession and/or receiver shall have all powers conferred by law, including but not limited to the power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of an entry of judgment of foreclosure, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagee, except for the intervention of Mortgagee in possession or receiver, could be entitled to collect the rents, issues and profits. The Mortgagee in possession or receiver shall also have all other powers which may be necessary or appropriate in the possession, protection, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the Mortgagee in possession or receiver to apply the net income in its hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment to foreclose this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or will become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagee or any guarantor of the note in case of a foreclosure sale and deficiency. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the note.

19. **REPRESENTATIONS.** If the Mortgagee is a corporation, it represents that it is a corporation duly organized, existing and in good standing under the laws of its state of incorporation, that it is duly qualified and in good standing under the laws of Illinois, and that the execution and delivery of this Mortgage and the performance of the obligations it imposes are within its corporate powers, have been duly authorized by all necessary action of its board of directors, and do not contravene the terms of its articles of incorporation or by laws. If the Mortgagee is a general or limited partnership, it represents that it is duly organized and existing and that the execution and delivery of this Mortgage and the performance of the obligations it imposes do not conflict with any provision of its partnership agreement and have been duly authorized by all necessary action of its partners. Each Mortgagee represents that the execution and delivery of this Mortgage and the performance of the obligations it imposes do not violate any law and do not conflict with any agreement by which it is bound, and that no consent or approval of any governmental authority or any third party is required for the execution or delivery of this Mortgage or the performance of the obligations it imposes and that this Mortgage is a valid and binding agreement, enforceable in accordance with its terms. Each Mortgagee further represents that it shall provide all balance sheets, profit and loss statements, and other financial statements, as requested by Mortgagee. Any such statements that are furnished to the Mortgagee are accurate and fairly reflect the financial condition of the organizations and persons to which they apply on their effective dates, including contingent liabilities of every type, which financial condition has not changed materially and adversely since those dates.

20. **NOTICES.** Notice from one party to another relating to this Mortgage shall be deemed effective if made in writing (including telecommunications) and delivered to the recipient's address, telex number or telecopier number set forth above by any of the following means: (a) hand delivery; (b) registered or certified mail, postage prepaid, with return receipt requested; (c) first class or express mail, postage prepaid; (d) Federal Express, Parcelair Courier or like overnight carrier service; or (e)

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and such other appropriate insurance as the Mortgagee may require from time to time. All insurance policies must be assignable to Mortgagee and must provide for payment to the Mortgagee in the event of loss or destruction and must be delivered to the Mortgagee with a copy of the policy to be kept by Mortgagee in its files.

### 11. SECURITY AGREEMENT. This Mortgage also constitutes a security agreement in favor of the Mortgagee. It shall constitute a security agreement for the purposes of the Uniform Commercial Code (U.C.C.) and any other applicable law.

12. **REIMBURSEMENT OF ADVANCE.** If Mortgagee fails to perform its obligations under this Mortgage, or if any action or proceeding is commenced against Mortgagee, or if any action or proceeding is commenced against Mortgagee by any third party, then Mortgagee at its sole option may make payments for the benefit of the Premises, including the payment of taxes, assessments, and interest on any debt or obligation of the Premises. Mortgagee shall be entitled to reimbursement for such payments, including interest and expenses, from the proceeds of any sale or disposition of the Premises, and to the extent of any such proceeds, to be paid to Mortgagee.

13. **DEF. ON TRANSFER.** Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagee or any other provisions of this Mortgage shall be made without the prior written consent of Mortgagee. Any transfer of any part of the Premises, or any part of the fee or interest in or to any part of the Premises, or any part of the fee or interest in or to any part of the Premises, shall be made without the prior written consent of Mortgagee. Any transfer of any part of the Premises, or any part of the fee or interest in or to any part of the Premises, shall be made without the prior written consent of Mortgagee.

14. **NO ASSIGNMENT.** This Mortgage shall constitute the entire and final agreement between the Mortgagor and the Mortgagee regarding the subject matter hereof. No oral agreement, understanding or arrangement, in writing or otherwise, shall be binding on either party unless it is in writing and is signed by both parties. No assignment or sublease of any part of the Premises, or any part of the fee or interest in or to any part of the Premises, shall be made without the prior written consent of Mortgagee.

15. **EXHIBIT A.** Notwithstanding any taking under the power of eminent domain or any other law, the Mortgagor shall be deemed to have retained all rights in and to the Premises, including the right to use the Premises for any purpose, subject to the terms and conditions of this Mortgage. The Mortgagor shall be deemed to have retained all rights in and to the Premises, including the right to use the Premises for any purpose, subject to the terms and conditions of this Mortgage.

16. **HAZARDOUS WASTE.** The Mortgagee recognizes and warrants to the Mortgagor that the Mortgagor has not used Hazardous Materials (as defined below), or any substance which would constitute Hazardous Materials, on, from, over, through, under, in, on, or adjacent to the Premises, or any part of the Premises, or any part of the fee or interest in or to any part of the Premises, or any part of the fee or interest in or to any part of the Premises.

17. **ASSIGNMENT OF INTEREST AS BUYER OR PURCHASER.** If the Mortgagee is the buyer or purchaser of the Premises, or if the Mortgagee acquires the Premises by operation of law, then the Mortgagee shall be deemed to have assumed all obligations and liabilities of the Mortgagor under this Mortgage, including the obligation to pay the debt secured by this Mortgage. The Mortgagee shall be deemed to have assumed all obligations and liabilities of the Mortgagor under this Mortgage, including the obligation to pay the debt secured by this Mortgage.

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16. **HAZARDOUS WASTE.** The Mortgagee recognizes and warrants to the Mortgagor that the Mortgagor has not used Hazardous Materials (as defined below), or any substance which would constitute Hazardous Materials, on, from, over, through, under, in, on, or adjacent to the Premises, or any part of the Premises, or any part of the fee or interest in or to any part of the Premises, or any part of the fee or interest in or to any part of the Premises.

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THAT PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF HICKS ROAD, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 30, 1933 AS DOCUMENT NUMBER 11194100, AND SOUTH AND SOUTHERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF THE NORTH 1/2 OF THAT PART OF THE EAST 1/2 OF SAID NORTH WEST 1/4, WHICH LIES SOUTH OF THE SOUTH LINE OF ARTHUR T. MCINTOSH COMPANY'S PALATINE LIGHT INDUSTRIAL DISTRICT, BEING A SUBDIVISION IN THE EAST 1/2 OF SAID NORTH WEST 1/4 AND WEST OF THE WEST LINE OF HICKS ROAD, AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 956.27 FEET, MORE OR LESS, TO A POINT 311.84 FEET EAST OF THE SOUTH WEST CORNER OF SAID NORTH 1/2; THENCE NORTHWESTERLY ALONG A CURVE HAVING A RADIUS OF 250.0 FEET, BEING CONVEX TO THE SOUTH WEST AND TANGENT TO THE LAST DESCRIBED LINE AN ARC DISTANCE OF 167.64 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY ALONG SAID REVERSED CURVE HAVING A RADIUS OF 250.0 FEET BEING CONVEX TO THE NORTH EAST, AN ARC DISTANCE OF 169.64 FEET TO A POINT ON THE WEST LINE OF SAID EAST 1/2 OF THE NORTH WEST 1/4 WHICH POINT IS 265.43 FEET, MORE OR LESS, SOUTH OF THE SOUTH WEST CORNER OF ARTHUR T. MCINTOSH COMPANY'S PALATINE LIGHT INDUSTRIAL DISTRICT AFORESAID (EXCEPT THAT PART LYING EAST OF A LINE PARALLEL WITH THE WEST LINE OF HICKS ROAD AFORESAID DRAWN THROUGH A POINT IN THE SOUTH LINE OF SAID NORTH WEST 1/4 1018.90 FEET WEST OF THE WEST LINE OF HICKS ROAD) IN COOK COUNTY, ILLINOIS.

PERMITTED ENCUMBRANCES

1. General real estate taxes for 1991 and subsequent years.
2. Trust Deed dtd. 3-1-85, recorded on 3-6-85, as document no. 27465684.
3. Assignment of Rents dtd. 3-1-85, recorded on 3-6-85, as document no. 27465685.
4. Security Agreement (Chattel Mortgage) dtd. 3-1-85.
5. UCC-1 Financing Statement filed 7-25-85 as document no. 2026335.
6. UCC-1 Financing Statement filed 7-25-85 as document no. 2026387.
7. UCC-2 Financing Statement recorded 7-30-85 as document no. 85-23376.
8. UCC-2 Financing Statement recorded 7-30-85 as document no. 85-23375.
9. Assignment dtd. 3-1-85.
10. Security Agreement (Assignment of Beneficial Interest) dtd. 3-1-85.
11. Second Mortgage dtd. 11-1-91.
12. Junior Assignment of Real Estate Leases and Rentals dtd. 11-1-91.
13. Security Agreement and Assignment--Interest in Land Trust dtd. 11-1-91 (2).
14. Lease dtd. \_\_\_\_\_.

SECOND  
RIDER ATTACHED TO AND MADE A PART OF TRUST DEED/OR MORTGAGE  
DATED November 1, 1991 UNDER TRUST NO. 228-WF

This Mortgage or TRUST DEED in the nature of a mortgage is executed by NED TRUST COMPANY OF ILLINOIS, not personally but as Trustee under Trust No. 228-WF in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said NED TRUST COMPANY OF ILLINOIS hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing contained herein or in the Note or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of the Mortgagor or Grantor, or on said NED TRUST COMPANY OF ILLINOIS, personally, to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, or such liability, if any, being expressly waived by the Mortgagee or Trustee under said Trust Deed, the legal owner(s) or holder(s) of said Note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the Mortgagor or Grantor and said NED TRUST COMPANY OF ILLINOIS personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the parties hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantors, if any. All the covenants and conditions to be performed hereunder by NED TRUST COMPANY OF ILLINOIS are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against NED TRUST COMPANY OF ILLINOIS by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied herein contained in this instrument.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that NED TRUST COMPANY OF ILLINOIS shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous material on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

RIDER ATTACHED HEREIN AND MADE A PART HEREOF

PROPER COPY

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