UNOFFICIAL COPPY SECOND

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THIS MORTG					
NRD Woodf	715 S. Cedar Street	ا Russell I. 1. Palatine, II Meacham. Schaum	llinois 60067 mburg. Illinois	e E. Seitz, His Wite . (the "M 60196 (B	ortgagor")
* To be deleted wh	en this Mortgage is not ex	xecuted by a Land T	rust.	tion IL 60196 , (the "Me	
· · · · · ·	·1 1			y and all the buildings, structur	
provements on it de Land located in the County of County	ii. Village		of Palatine are of Hhnois:	, , , , , , , , , , , , , , , , , , ,	
THE NORTH 75	FEET OF THE SOUTH AMS SUBDIVISION, B , TOWNSHIP 42 NORT	FING A SUBDIVI	SION OF THE SOUT	MCINTOSH AND COMPAN' H WEST & OF THE SOUTH PRINCIPAL MERIDIAN,	H EAST 1
("the Premises")	C)		1	eet	5.1
Commonly known a Tax Parcel Identific	s: 715 S. Celar St Hon No. 02 22-406-	reet, Palatine 037	, Illinois 6006	#4792 # ₩-91-0 +	191 16-19
The Premises shall:	dso include all of the Mortg	gogor's right, title an	d interest in and to the fe	COOP COUNTY RECORDER	
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24. MISCELLANEOUS, If us provision of the Mortgage is in too lict with an Statute of rule of law or is otherwise unenforceable for any reason whatsoever, then me provision stall be deemed of land tool to the other of such conflict or unenforceability and shall be deemed severable from but shall not finvalibate any other provisions of this Mortgage. No waiver by the Mortgage of any right or remedy granted or fullure to insist on strict performance by the Mortgagor shall affect or act as a waiver of any right or remedy of the Mortgagee, nor affect the subsequent exercise of the same right or remedy by the Mortgagee for any subsequent default by the Mortgagor, and all rights and remedies of the Mortgagee are cumulative.

These promises and agreements shall bind and these rights shall be to the benefit of the parties and their respective successors and assigns. If there is more than one Mortgagor, the obligations under this Mortgage shall be joint and several.

This Mortgage shall be governed by Illinois law except to the extent it is preempted by Federal law or regulations.

Witness the handS and seal_S of Mortg	gagor the day and year set forth above.
PREPARED BY & MAIL TO:	Kussell I. Seitz
NBD WOODFIELD BANK 600 N. MEACHAM ROAD	Dianne E. Seitz
SCHAUMBURG, ILLINOIS 60196	Not personally, but as Trustee under a Trust Agreement dated
Joan Meikel - Consumer Loan Dept.	
902	Ву:
State of Illinois	By:
County of Cook) SS
County of	
to the foregoing instrument, appeared before me said instrument as his/her free and voluntary act Given under my hand and notarial seal this. 1 My Commission Expires: State of Illinois County of	December 19 90 Note: y Fublic OFFI LEAL JO N H. PERSE NOTARY FUBLIC Y A TE OF BLESSES
1	, a Notary Public in and for said County, in the State aforesaid, do hereby
certify that	, a Morary Public in and for said Contry, in the State aforesaid, do nereby
	_(corporation) (association) and
of said (corporation) (association) personally knowinstrument as such	own to me to be the same persons whose names are subscribed to the foregoing
this day in person and acknowledged that the tary acts, and as the free and voluntary act of said forth; and the said	ney signed and delivered the said instrument as their (82) free and volun- aid (corporation) (association), as Trustee, for the uses and purposes therein set
did also then and there ackowledge that he, as cus	ustodian of the corporate seal of said (corporation) (association), affixed the said to said instrument as his own free and voluntary act, and as the free and voluntary
Given under my hand and notarial seal, this	day of
My Commission Expires:	
му Сонинамон Бариев.	Notary Public

CROSS-LIEN: The Debt shall also because all other passin and attyre, direct and indirect obligations and liabilities of the Mortgagor, or any one or more of them, with our widness, in the Mortgagoe. The shall not apply to any obligation or debt incurred previously for personal, family or household purposes unless the note or guaranty expressly states that it is secured by this Mortgago.

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, all the Debt for which the Mortgagor is hable, 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 of 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 Mortgagor 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 Mortgagor, the Mortgagor shall immediately turnish to the Mortgagor all notices of amounts due and receipts evidencing payment. The Mortgagor shall promptly notify the Mortgagor of any lien on the Premises 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, tederal or inumerical, 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 im neclately at the option of the Mortgagee.
- 4 INSURANCE, inc 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, until the Debt is fully paid, against fire and such other hazards and risks customarily govered by the standard form of extended coverage endorsement available in the State of Illinois, including risks of vandalism and mulicious mischief, and shall further provide flood insurance (if the Premises are situated in an area designated as a flood (isk 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 under it), and such other appropriate insurance as the Mortgagee may require from time to time. All insurance policies and renewals must be acceptable to Mortgagee, must provide for payment to the Mortgagee in the event of loss, must require 30 days notice to the Mortgagee in the event of nonrenewal or can rellation, and must be delivered to the Mortgagee. Should the Mortgagor fail to insure or fail to pay the premiums on any insurance of that to deliver the policies of certificates of fenewals to the Mortgagee, then the Mortgagee at its option may have the insurance written or regioned and pay the premiums for the account of the Mortgagor. In the event of loss or damage, the proceeds of the insurance shall be paid to the Mortgagee alone. No loss or damage shall itself reduce the Debt. The Mortgagee is authorized to adjust and compromise a loss without the consent of the Mortgagor, to collect, receive and receipt for any proceeds in the name of the Mortgagee and the Mortgagor and to emains, the Mortgagor's name upon any check in payment of proceeds. The proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagee in collecting the proceeds and then toward payment of the Debt or any portion of it, whether or not then due of payable, or the Mortgagee at its option may apply the proceeds, or any part to the repair or rebuilding of the Premises provided that Mortgago is not then or at any time during the course of restoration of the Premises in default under this Mortgage and has complied with all require nexts for application of the proceeds to restoration of the Premises as Mortgagee, in its sole discretion may establish.
- 5. RESERVES FOR TAXES AND INSURANCE, Mortgagor share a equested by Mortgagoe, pay to Mortgagoe, at the time of and in addition to the monthly installments of principal and/or interest due abler the Debt a sum equal to one-twelfth (1/12) of (a) the amount estimated by Mortgagoe to be sufficient to enable Mortgagoe to pay at least thirty (30) days before they become due and payable, all taxes, assessments and other similar charges levied against the Premises, and (b) the amount of the annual premiums on any policies of insurance required to be carried by Mortgagor. Mortgagoe shall apply the sums to pay the tax and insurance items. These sums may be commingled with the general funds of Mortgagoe, and no interest shall be payable on do ay nor shall these sums be deemed to be held in trust for the benefit of Mortgagor. Upon notice at any time, the Mortgagor will, within to (10) days, deposit such additional sum as may be required for the payment of increased taxes, assessments, charges or premiums. In the control foreclosure of this Mortgage, any of the moneys then remaining on deposit with the Mortgagor to pay taxes, assessments, charges or insurance premiums is not affected or modified by the arrangements set out in this paragraph. Any defail to by the Mortgagor in the performance of the provisions of this paragraph shall constitute a default under this Mortgago.
- 6. WASTE. The Mortgagor shall keep the Premises in good repair, shall not commit or permit waste on the Premises nor do any other act causing the Premises to become less valuable. Non-payment of taxes and cancellation of insurance shall each constitute waste. Should the Mortgagor fad to effect the necessary repairs, the Mortgagor may at its option and at the expense of the Mortgagor make the repairs for the account of the Mortgagor. The Mortgagor shall use and maintain the Premises in conformance with all applicable laws, ordinances and regulations. The Mortgagee or its authorized agent shall have the right to enter upon and inspect the Premises at all reasonable times.
- 7. ALTERATIONS, REMOVAL. No building, structure, improvement, fixture or personal property constituting any part of the Premises shall be removed, demolished or substantially altered without the prior written consent of the Mortgagee.
- 8. PAYMENT OF OTHER OBLIGATIONS. The Mortgagor shall also pay all other obligations which may become liens or charges against the Premises for any present or future repairs or improvements made on the Premises, or for any other goods, services, or utilities turnished to the Premises and shall not permit any lien or charge of any kind securing the repayment of borrowed funds (including the deferred purchase price for any property) to accrue and remain outstanding against the Premises.
- 9. ASSIGNMENT OF LEASES AND RENTS. Further, Mortgagor does hereby pledge and assign to Mortgagoe, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and henefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a default shall occur or an event shall occur, which under the terms hereof shall give to Mortgagor, half-deliser togotogage, Mortgagor may collect, receive and enjoy such avails. Upon the request of Mortgagor, half-deliser togotogage all original leases of all or any portion of the Premises, together with assignments of shell ease from Mortgagor to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgagor shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayment, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.

of any threatened suit or proceeding which might affect the Premises of the security bereof, whether or not actually commenced. The proceeds of any foreclosure sale is a local stribuled and applied in the following order of prior two lives, on account of all costs and expenses incident to the foreclosure proceedings, including all the new 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 Mortgagor or Mortgagor'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 appoint a receiver of the Premises. The receiver's appointment may be made either before or after entry of judgment of foreclosure, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and 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. Such receiver shall have 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 Mortgagor, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or become superior to the lien hereof or of the judgment. and the deficiency judgment against Mortgagor or any guarantor of the note in case of a forfeiture 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 which would not be good and available to the party interposing the same in an action at law upon the note.

- 19. REPRESENT'ATIONS. If the Mortgagor 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, 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 learns of its articles of incorporation or by laws. If the Mortgagor 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 partners, Each Mortgagor 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, enacceable in accordance with its terms. Each Mortgagor 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, Purolator Courier or like overnigor courier service or (e) telecopy, telex or other wire transmission with request for assurance of receipt in a manner typical with respect to communication of that type. Notice made in accordance with this paragraph shall be deemed delivered upon receipt if delivered by hand or wire transmission. 3 business days after mailing if mailed by registered or certified mail or one business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier. This notice provision shall be inapplicable to any judicial or non-judicial proceeding where Illinois law governs the manner and timing of notices in forcelosure or receivership proceedings.
- 21. WAIVER OF HOMESTEAD RIGHT. Mortgagor does hereby expressly wary, and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois. Mortgagor does hereby expressly waive and release any and all rights in respect to marshalling of assets which secure the Debt or to require the Mortgagee to pursue a remedies against any other such assets.
- 22. WAIVER OF RIGHT OF REDEMPTION, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MONTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECL DSURE OF MORTGAGES. ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT ACCIONENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OX SUBSEQUENT TO THE DATE OF THIS MORTGAGE. IN THE EVENT THE PREMISES IS AGRICULTURAL PROPERTY AND MORTGAGOR IS AN ILLINOIS CORPORATION, A FOREIGN CORPORATION LICENSED TO DO BUSINESS IN THE STATE OF ILLINOIS OR A CORPORATE TRUSTEE OF AN EXPRESS TRUST, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OF JUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES. ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES. AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE. IN THE EVENT THE PREMISES IS RESIDENTIAL PROPERTY AS DEFINED UNDER THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, BUT PRIOR TO THE FILING OF A COMPLIANT FOR FORECLOSURE, THE PREMISES CEASES TO QUALIFY AS RESIDENTIAL PROPERTY, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OF JUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON. EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.
- 23. WAIVER OF JURY TRIAL. The Mortgagee and the Mortgagor after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this Mortgage or any related instrument or agreement or any of the transactions contemplated by this Mortgage or any course of conduct, dealing, statements, whether oral or written or actions of either of them. Neither the Mortgagee nor the Mortgagor shall seek to consolidate, by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions thall not be deemed to have been modified in any respect or relinquished by either the Mortgagee or the Mortgagor except by a written instrument executed by both of them.

- 10. ASSIGNMENT OF INTEREST AS TEXASTOR PURCHASE C. If the Mortgagor Interest in the Premises is that of a tenant or a purchaser, the Mortgagor also assigns, morgages and warrants to the Mortgagoe, as additional security for the Debt, all of the Mortgagor's right, title and interest in and to any leases, land contracts or other agreements by which the Mortgagor is leasing or purchasing any part or all of the property, including all modifications, renewals and extensions and all of the Mortgagor's right, title or interest in any purchase options contained in any lease or other agreement. The Mortgagor agrees to pay each installment of rent, principal and interest required to be paid by it under the lease, land contract or other agreement when each installment becomes due and payable whether by acceleration or otherwise. The Mortgagor further agrees to pay and perform all of its other obligations under the lease, land contract or other agreement.
- If the Mortgagor defaults in the payment of any installment of rent, principal, interest or in the payment or performance of any other obligation under the lease, land contract or other agreement, the Mortgagee shall have the right, but not the obligation, to pay the installment or installments and to pay or perform the other obligations on behalf of and at the expense of the Mortgagor. On receipt by the Mortgagee from the landlord or seller under the lease, land contract or other agreement of any written notice of default by the Mortgagor, the Mortgagee may rely on the notice as cause to take any action it deems necessary or reasonable to cure a default even if the Mortgagor questions or denies the existence or nature of the default.
- 11. SECURITY AGREEMENT. This Mortgage also constitutes a security agreement within the meaning of the Illinois Uniform Commercial Code ("UCC") and Mortgagor grants to Mortgagee a security interest in any Equipment and other personal property included within the definition of Premises. Accordingly, Mortgagee shall have all of the rights and remedies available to a secured party under the UCC. Upon the occurrence of an event of default under this Mortgage, the Mortgagee shall have in addition to the remedies provided by this Mortgage, any method of disposition of collateral authorized by the UCC with respect to any portion of the Premises subject to the UCC.
- 12. REIMBURGEMENT OF ADVANCES. If Mortgagor tails to perform any of its obligations under this Mortgage, or if any action or proceeding is commerced which materially affects Mortgagee's interest in the Premises (including but not limited to a lien priority dispute, eminent domain, code enforcement, insolvency, bankruptcy or probate proceedings), then Mortgagee at its sole option may make appearances, disburse sums an racke action as it deems necessary to protect its interest (including but not limited to disbursement of reasonable attorneys) and parallegals' tees and centry upon the Premises to make (epairs). Any amounts disbursed shall become additional Debt, shall be immediately due and payable upon place from the Mortgagee to the Mortgagor, and shall bear interest at the highest rate payable on the Debt.
- 13. DUE ON TRANSFER. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of own relief of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.
- 14. NO ADDITIONAL LIEN. Mortgagor covenants not to execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a fien against the interest of Hortgagee in the Premises without the prior written consent of Mortgagee, and then only when the document granting that lien expressly provides that it shall be subject to the lien of this Mortgage for the full amount secured by this Mortgage, together with interest, and shall also be subject and subordinate to any then existing or future leases affecting the Premises.
- 15. EMINENT DOMAIN. Notwithstanding any taking under the power of eminent domain, alteration of the grade of any road, alley, or the like, or other injury or damage to or decrease in value of the I receises by any public or quasi-public authority or corporation, the Mortgagor shall continue to pay the Debt in accordance with the terms of the underlying loan documents until any award or payment shall have been actually received by Mortgagee. By executing this Mortgage, the Mortgagor assigns the entire proceeds of any award or payment and any interest to the Mortgagee. The proceeds shall be applied first toward rembursement of all costs and expenses of the Mortgagee, including reasonable attorneys, and paralegals, fees of the Mortgagee in collecting the proceeds and then toward payment of the Debt whether or not then due or payable, or the Mortgagee at its option may apply the proceeds, or any part to the alteration, restoration or rebuilding of the Premises.
- 16. HAZARDOUS WASTE. The Mortgagor represents and warrants to the Mortgagec that (a) the Mortgagor has not used Hazardous Materials (as defined below), on, from or affecting the Premises in any manner which violates aderal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, religionment, handling, production or disposal of Hazardous Materials and, to the best of the Mortgagor's knowledge, no prior owner of the Prepilses or any existing of prior tenant, or occupant has used Hazardous Materials on, from or affecting the Premises in any manner which violates federal, state or local law, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refirement, handling, production or disposal of Hazardous Materials; (b) the Mortgagor has never received any notice of any violations tand is you aware of any existing violations) of federal state or local laws, ordinances, rules, regulations or policies covering the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at the Premises and, to the best of the Mortgagor's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects the Principal (c) Mortgagor shall keep or cause the Premises to be kept free of Hazardons Materials except to the extent that such Hazardons Materials are stoted and/or used in compliance with all applicable tederal, state and local laws and regulations; and, without limiting the foregoing. Mortgagor shall not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant, subtenant or occupant, a release, spill, leak or emission of Hazardous Materials onto the Premises or onto any other contiguous property, (d) the Mortgagor shall conduct and complete all investigations, including a comprehensive environmental audit, studies, sampling, and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Premises as required by all applicable federal, state and local laws, ordinances, rules, regulations and policies, to the satisfaction of the Mortgagee, and in accordance with the orders and directives of all federal, state and local governmental authorities; and (e) the Mortgagor represents and warrants that there are no underground storage tanks on the Premises or as reasonably can be ascertainable on property adjacent to, or in close proximity to the Premises. If the Mortgagor fails to conduct an environmental audit required by the Mortgagee, then the Mortgagee may at its option and at the expense of the Mortgagor, conduct such audit

Subject to the limitations set forth below, the Mortgagor shall defend, indennity and hold harmless the Mortgagee, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, habilities, settlements, damages, costs or expenses, including, without limitation, attorneys', paralegals' and consultants' fees, investigation and laboratory fees, court costs and fitigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to (a) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Premises or the soil, 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 or threatened, settlement reached or government order relating to such Hazardous Materials with respect to the Premises, and/or (d) any violation of laws, orders, regulations, requirements or demands of government authorities.

or any policies or requirements of the place of the property o

- (i) The Mortgagor shall have no indemnity obligation with respect to Flazardous Materials that are first introduced to the Premises or any part of the Premises subsequent to the date that the Mortgagor's interest in and possession of the Premises or any part of the Premises shall have fully terminated by foreclosure of this Mortgage or acceptance of a deed in fleu of foreclosure:
- (ii) The Mortgagor 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 Mortgagor agrees that in the event this Mortgage is foreclosed or the Mortgagor tenders a deed in lieu of foreclosure, the Mortgagor shall deliver the Premises to the Mortgagee free of any and all Hazardous Majerials 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", includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et. seq.) the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et. seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et. seq.) and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule or regulation.

The provisions of this paragraph shall be in addition to any and all other obligations and habilities the Mortgager may have to the Mortgagee under the Pebt, 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 Mortgager 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 ben of foreclosure. Notwithstanding anything to the contrary contained in this Mortgage, it is the intention of the Mortgaget and the Mortgagee that the indemnity provisions of this paragraph 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 Mortgageo shall be entitled to exercise its remedies under this Mortgage or as otherwise provided by law. (1) The Mortgagor or, if other than the Mortgagor, any principal obligor of the Debt ("Principal Obligor") fails to pay when due any amount payable under the note(s), the guaranty, or any otner agreement evidencing the Debt; (2) the Mortgagor or Principal Obligor (a) fails to observe or perform any other term of the note(s), the guaranty. or any other agreement evidencing the Debtor (i) makes any materially incorrect or misleading representation in any financial statement or other information delivered to the Morigagee, (3) the Morigagor or Principal Obligor detaults under the terms of this Morigage, any loan agreement, mortgage, security agreement, or othe/ 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 Mortgagor fails to pay when due any amount payable under any note or agreement evidencing debt to the Mortgagee or detailts under the terms of any agreement or instrument relating to or securing any debt for bor owed money owing to the Mortgagee: (5) a "reportable event" (as defined in the Employee Retirement Income Security Act of 1974 as amended) that would permit the Pension Benefit Guaranty Corporation to terminate any employee benefit plan of the Mortgagor or Principal Obligor or any affiliate of the Mortgagor or Principal Obligor occurs. (6) the Mortgagor or Principal Obligor becomes insolvent or unable to pay its debts as they become due; (7) the Mortgagor or Principal Obligor (a) makes an assignment for the benefit of creditors, or (b) conjents 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; (8) a custodian, receiver, or trustee is appropried for the Mortgagot 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; or the Mortgagor or Principal Obligor consents to such appointment (2) proceedings are commenced against the Mortgagor or Principal Obligor under any bankruptey, reorganization, liquidation, or similar laws or my jurisidiction, and such proceedings remain undismissed for 60 days after commencement; or the Mortgagor or Principal Obligor Consents to the commencement of such proceedings; (10) any judgment is entered against the Mortgagor or Principal Obligor, or any attachment, levy, or garnishment is issued against any property of the Mortgagor or Principal Obligor: (11) any proceedings are instituted for the force to are or collection of any mortgage, judgment or lien affecting the Premises; (12) if Mortgagor sells, transfers or hypothecates any part of the Preprises except as provided in this Mortgage without the prior written consent of the Mortgagee; (13) the Mortgagor or Principal Obligor dies, (14) the Mortgagor or Principal Obligor. without the Bank'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 Mortgagor 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 torth in this Medica, e. at the sole option of Mortgagee, the note and/or any other liabilities shall become immediately due and payable and Mortgagor shall have all expenses of Mortgagee including attorneys' and paralogals' fees and all expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. When the indebtedness secured hereby shall become due whether by acceleration or otherwise. Mortgagee shall have the right to toroclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys and paralegals' fees, appraisers' fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies. Torrens certificates, tax and ben searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at 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 a rate equivalent to the post maturity interest rate set forth in the note. 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, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) any preparation for the commencement of any sunt 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 of 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,

(i) The Mongagor shall have no indemnity obligation with respect to flurandous claterials that are first introduced to the Premises or Premises or or any policies of requirements of the Mortgagee, which are based upon or in any way related to such Hazardous Marerials used in the

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or ank cyani iz mage aka ak tpe ggorikakee (or pie bakmeni of monek shall only apply to an action commenced against any owner or operation of the Promises in which any interest of the Mortgagge is threatened contrary contained of the Morigage, it is the Mention of the Morigagor and the Morigages that the indemnity processors of this paragraph this Mortgage, and A) the foreclosure of this Mortgage or acceptance of a deed in ben of foreclosure. Notwithstanding anything to the to advisacion of the other obligations of the Montgagor in this Mortgago and under any loan document. (c) the discharge of Mortgagee under the Debt, any loan document, and in common law, and shall survive (a) the repayment of all sums due for the debt, The provisions of this paragraph shall be in addition to any and all other obligations and fabilities the Morgagor may have to the

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of this Mortgage constitute indepted reserved and the manual to this expension in the second and there independs the fourth, and the fertility of the second independent fourth, think the find the fourth, fourth, the fertility of the feature of th тотой за поэтой детейн фил. incident to the foreclusing proceedings, including all the neurs that are above mentioned, sevond, all other neurs which under the terms proceeds of any foreclosure safe shall be distributed and applied in the following order of priority. Busi, on account of all costs and expenses of any threatened suit or proceeding which might affect the Premises of the security bereed, whether or not actually commenced. The of the note or any instrument which secures the note after default, whether or not actually continenced, or (c) any preparation for the defense to foreclose whether or not actually commenced or preparation for the commencement of any socialist culture or enforce the provisions seemed hereby, or (b) any preparation for the commencement of any sant for the force fosine of this Mortgage after accrual of the right proceedings, to which Morigagee shall be a paris, either as planted, claimant or detendant, by reason of this Mortgage or any indebtedness pl yp rhubes of on behalf of Mortgages in connection with the ceeding, including without hundarion, probale and bankruptery pind to partition resuled a contribued of the original state of the partition of the partit shall become additional indebtedness secured hereby, and shall be immediately due and payable, with interest thereon at a rate equivalent ndgment, may be estimated by Mortgagee. All expenditives and expenses menonoued in this paragraph, when mented or paid by Mortgagee. sun or to evidence to bidders at any foreelosure sale. All of the foregoing items, which may be expended after entry of the foreelosure similar data and assurances with respect to tule as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure of procuring all abstracts of title, title searches and examinations, title incommer policies. Forcers certificates, and lien searches, and and paralegals' fees, appraisers' fees, outlays for documentars and expert evidence, stenographer's charges, publication costs and costs in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for anomeys. from of this Mortgage, in any suit to forcelose the ben of this Mortgage, there shall be allowed and included a saldiformal indebtedness the indebtedness secured hereby shall become due whether by acceleration or otherwise. Mortyagee shall have the right to foreclose the in the enforcement of Morigagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. When Mortgagee including attorneys, and paralegals, tees and all expenses incurred in connection with this Mortgage and all expenses incurred of Mortgagee, the note and or any other habitates shall become unmerhalely due and payable and Mortgage. Shall pay all expenses of 18. BEZIEDIES LEON DEEXLET. Upon the occurrence of air or the events or default set forth in the soft option

10. ASSIGNMENT OF INTEREST AS TENAAT OR PURCHASER. If the Mortgagor's interest in the Petrijses is that of a tenant or a purchaser, the Mortgagor's for the Debt, all of the Mortgagor's feeling also assigns, hardgagor's and waterants or other agreements by which the Mortgagor is leasing or purchasing any parapperty, including all modifications, renewals and extensions and all of the Mortgagor's right, title or interest in any purchase opnons contained in any purchase opnons contained in any eleaso or other agreement. The Mortgagor agrees to pay each installment of rent, principal and interest required open any lease or other agreement. The Mortgagor agrees to pay each installment of rent, principal and interest required open of each in any tenest to other agreement when each installment becomes due and payable whether by acceleration or other agreement. The Mortgagor turther agreement when each installment becomes due and payable whether by acceleration or other agreement.

If the Mortgagor defaults in the payment of any installment of rear, principal, interest or in the payment or performance of any other obligation, to pay the installment or other agreement, the Mortgagee shall have the right, but not the obligation, to pay the installment or metalliment or metalling or perform the other obligations on behalf of and at the expense of the Mortgagor. On receipt by the Mortgagoe from the land contract or other opinist or behalf of any written mile of default by the Mortgagoe, the Mortgagoe may rely on the ancient of actual to rate or added the Mortgagor questions or denies of the contract or matore of the contract of the Mortgagor questions or definite and even if the Mortgagor questions or denies the existence or matore of the default.

11. SECURITY AGREEMENT, This Mortgage also constitutes a security agreement within the meaning of the Illinois Uniform Commercial Code (''CCC'') and Mortgagor grants to Mortgagor a security interest in any Equipment and other personal property included within the definition of Premises. Accordingly, Mortgagor shall have all of the rights and remedies available to a secured party under the OCC. Upon the occurrence of an event of default ander this Mortgago, the Mortgagor shall have in addition to the remedies provided by the UCC. Upon the premises subject to the UCC.

12. REIMBURGEMENT OF ADVANCES, it Mortgagor fails to perform any of its obligations under this Mortgage, or if any action or proceeding is conjuncted which materially affects Mortgages's interest in the Premises (including but not limited to a fien priority dispute, enument domain. Code entorcement, insolvency, barksuptey or probate proceedings), then Mortgages at its sole option may make appearances, disburse some and take action as a decine necessary to protect textualisting but not limited to disbursement of reasonable appearances, and paralleges are action as a decine recessary to protect (including but not limited to disbursement of reasonable appearances, and paralleges are action as a decine meeting to protect the analysis and pay make the properties and pay of the probate and pay the Debt. Sind be indicated the indicate the highest rate payable on the Debt.

13. DUE ON TRANSFER, locumbining any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgage of the Premises, Mortgage of an encumbrance of any kind-conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of sury beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the point written consent of Mortgage.

14. MO ADDITIONAL LIEA. Mortgape a commission to execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a been against the interest of Mortgagee, and then only when the document granting that her expressly provides that it shall be subject to the fien of this Mortgage for the full amount secured by this Mortgage, for the full also be subject and subordinate to any then existing or future leases affecting the Prenuses.

15. EMINENT DOMALM, Notwithstanding any taking under the power of eminent domain, alteration of the grade of any road, alley, or other inputy or damage to or decrease in value of the Premises by any public or quasi-public authority or corporation, the Mortgagor shall continue to pay the Debt in accordance with the terms of the underlying loan documents until any award or payment that is been actually received by Mortgagoe. By executing this Mortgagor, the Mortgagor assigns the entire proceeds of any award or payment and any interest to the Mortgagoe. The proceeds shall be applied first too by interest to the Mortgagoe. The proceeds shall be applied first too by interest to the Mortgagoe. The proceeds shall be applied first too be proceeds and then toward payment of the Mortgagoe. On the Mortgagoe of the Mortgagoe of the Mortgagoe of the Mortgagoe of the Premises.

Or not then due or payable, or the Mortgagoe at its option may apply the proceeds and then toward payment of the Mortgagoe. Or the Mortgagoe at the Premises.

then the Mortgages may at its option and at the expense of the Mortgagor, conduct such audit. adjacent to, or in close proximity to the Premises. If the Morigagor fails to conduct an environmental audit required by the Morigagee, represents and warrants that there are no underground storage tanks on the Premises or as reasonably can be ascertainable on property Mortgagge, and in accordance with the orders and directives of all federal, state and local governmental authorities; and (e) the Mortgagor Premises as required by all applicable federal, state and local laws, ordinances, rules, regulations and policies, to the satisfaction of the and all temedial, removal and other acroups pecessary to clean up and temove all Hazardous Materials on, under, from or affecting the Mortgagor shall conduct and complete all investigations, including a comprehensive environmental audit, studies, sampling, and testing, or occupant, a release, spill, leak or conssion of Hazardous Materials onto the Premises or onto any other comignous property, (d) the Northagor cause or permut, as a result of any interhonal or unminimum act or ourssion on the part of Morthagor or any tenant, sublegrant produce, or process tharactous Macrais, except in compliance with all applicable federal, state and focal laws and regulations, nor shall shall not cause or permit the Premises to be used to generate, manufacture, relate, transport, freat, store, handle, dispose of, transfer, and or used in compliance with all applicable federal, state and fegulations, and, without limiting the foregoing, Mortgagor shall keep or cause the Premises to be kept tree of Hazardous Materials except to the extent that such Hazardors Materials are stored knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects are Premises; (c) Mortgagor manufacture, refinement, handling, production or disposal of Hazardous Materials at the Premises and, to he best of the Mortgagor's violations) of federal, state or local laws, ordinances, rules, regulations or policies governing the use, since, treatment, transportution, guissing yng fo Mortalous Mucrolla Mortagagor has never received any notice of any Andialous dan is allowere of any saking ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacter, refinement, handling, production or occupant has used Mazardous Materials on, from or affecting the Prenuses in any manner which violates federal, state or local law, of Hazardous Materials and, to the best of the Mortgagor's knowledge, no prior owner of the Permises or any existing or prior tenant, rules, regulations or policies governing the use, storage, freatment, fransportation, manufacture, refinement, handling, production or disposal Materials (as defined below), on, from or affecting the Premises in any manner which induces federal, state or local laws, ordinances, 16. HAXARDUS WASTE. The Mortgagor represents and warrants to the Mortgagor that (a) the Mortgagor has not used Hazardous

Subject to the humanous set torth below, the Mortgagor shall defend, indemnity and hold harmless the Mortgagge, its employees, agents, subjects and directors, from and against damages, costs or expenses, including, otherway class, controlled and international and independent or international and independent or otherwise, arising out of or in any way related to car the presence, disposal, release or threatened release of any flashroom, contingent or otherwise, arising out of or in any way related to car the presence, disposal, release or threatened release of any flashroom. Mortingent or otherwise, arising out of or in any way related to car the presence, disposal, release or threatened release of any flashroom. Maintenance, the any personal intuity (mediding segments) or presence, disposal, release of the such to such any personal intuity (mediding segments), or projectly damage (rea) or precopal) arising to such the such as a feel of give inner order relating to such Aszardous Materials with respect to the Preunes, and the Aszardous and respect to the Preunes, and the Aszardous Adams, required to the Preunes, and the Preunes, and and a such described the such assardous Materials with respect to the Preunes, and the Aszardous and the Aszardous and respect to the Preunes, and the Aszardous and

24 MISCELLANEOUS. It any provision of this Mortuage is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then the orphision half he deemed nell and coid to the extense of such conflict or unenforceability and shall be deemed severable from but manifeste any quest providions of this shortgage. To waiter by the Mortgagee of any right or remedy granted or failure to insist on strict performance by the Mortgagor shall affect or act as a waiver of any right or remedy of the Mortgagee, nor affect the subsequent exercise of the same right or remedy by the Mortgagee for any subsequent default by the Mortgagor, and all rights and remedies of the Mortgagee are cumulative.

These promises and agreements shall bind and these rights shall be to the benefit of the parties and their respective successors and assigns. If there is more than one Mortgagor, the obligations under this Mortgage shall be joint and several.

This Mortgage shall be governed by Illinois law except to the extent it is preempted by Federal law or regulations.

	Witness the hand S and seal S of Mortgagor the day and	year set forthabove.
	PREPARED BY & MAIL TO:	Kussell I. Seitz
	NBD WOODFIELD BANK 600 N. MEACHAM ROAD	Dianne E. Seitz
	SCHAUMBURG, ILLINOIS 60196	Not personally, but as Trustee under a Trust Agreement dated
	Joan Meikel - Consumer Loan Dept.	19,, and known as Trust No
		Ву:
		Ву:
	State of Illinois) SS	Dy.
	County of Cook	
eitz	I, Joan M. Meikel , a Notary Public i and Dianne E. Seitz, personally known to me to be the to the foregoing instrument, appeared before me this day in person said instrument as his/her free and voluntary act, for the uses and	i, and acknowledged that <u>E</u> he <u>Y</u> signed and delivered the
	Given under my hand and notarial seal this 19th day of	December 19 90
	My Commission Expires:	Notar Doble Joan M. Meikel
	State of Illinois) SS	COPYCIAL SEAL JOHN TO MEKEL NOTARY PUBLIC STATE OF ELLENDES
	County of	MY COMMISSION ECO. NOV. 6,1993
	I,, a Notary certify that	
	a(corporation) (ass	
	of said (corporation) (association) personally known to me to be the instrument as such and	respectively, appeared before me
	this day in person and acknowledged that they signed and detary acts, and as the free and voluntary act of said (corporation) (a forth; and the said	ssociation), as Trustee, for the uses and purposes therein set
	did also then and there ackowledge that he, as custodian of the cor	porate seal of said (corporation) (association), affixed the said
	corporate seal of said (corporation) (association) to said instrument a	· · · · · · · · · · · · · · · · · · ·
	act of said (corporation) (association), as Trustee, for the uses and	
(Given under my hand and notarial seal, this day of_	
1	My Commission Expires:	Notary Public
		Notary Public

NND 1414 1/90

UNOFFICIAL SECOND

THIS MORTGAGE is made on Dece	mber 19 19.90 between(
not personally	but as Trustee under a Trust Agreement dated
whose address is 715 S. Cedar Street	Palatine, Illinois 60067 (the "Mortgagor")
and NBD Woodfield Bank, 600 N. M	eacham, Schaumburg, Illinois 60196 (Bank Name)
u State	MXMXXXstate) banking Corporation O N. Meacham Road, Schaumburg, IL 60196 (the "Mortgagee").
* To be deleted when this Mortgage is not ex	O. N. Meacham Road, Schaumburg, IL 60196 (the "Mortgagee"). ecuted by a Land Trust.
	D WARRANTS to the Mortgagee real property and all the buildings, structures and im-
provements on it described as: Land located in the Village	of Palatine
	State of Blinois
PLUM GROVE FARMS SUBDIVISION, BI	225 FEET OF LOT 7 IN ARTHUR T. MCINTOSH AND COMPANY'S EING A SUBDIVISION OF THE SOUTH WEST & OF THE SOUTH EAST & H, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
1965 W. Jan. 1965	
("the Premises")	reet, Palatine, Illinois 6008977-01 RECORDING \$10
Tax Parcel Identification No. 112-22-400-1	137 #47% # #71-061076
The Premises shall also include all of the Mortg	ager's right, title and interest in and to the following:
(1) All casements, rights-of-way, needses, p	invieges and nereditainents.
(2) Land lying in the bed of any road, or the	ne like, epened, proposed or vacated, or any strip or gore, adjoining the Premises: ngs, 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 i seable in connection with any present or future operation of the Premises
(all of which is called "Equipment"). It is a	greed that all Equipment is part of the Premises and appropriated to the use of the real
estate and, whether affixed or annexed or no	greed that all Equipment is part of the Premises and appropriated to the use of the real of, shall for the purposes of this Mortgage unless the Mortgagee shall otherwise elect.
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