

ADDOINER MORTGAGEE AS ITS FULL AND COMPLETE ASSIGNMENT TO THE MORTGAGEE AND TO THE MORTGAGEE'S SUCCESSORS AND ASSIGNS AND OTHER INCOME, WITH FULL POWER TO OR TO HIS SUCCESSORS AND ASSIGNS TO TAKE AND TO HOLD SAID PREMISES, REAL AND PERSONAL PROPERTY, GIVING AND GRANTING UNTO SAID MORTGAGEE (AND HIS SUCCESSORS AND ASSIGNS) A POWER OF ATTORNEY TO DO AND PERFORM ALL ANYTHING TO DO AND PERFORM ALL ANYTHING AND THING WHATSOEVER REQUISITE AND NECESSARY TO BE DONE IN THE PROTECTION OF THE SECURITY HEREBY CONVEYED; PROVIDED, HOWEVER, THAT THIS POWER OF ATTORNEY AND ASSIGNMENT OF RENTS SHALL NOT BE CONSTRUED AS AN OBLIGATION UPON SAID MORTGAGEE TO MAKE OR CAUSE TO BE MADE ANY REPAIRS THAT MAY BE NEEDFUL OR NECESSARY. MORTGAGEE SHALL RECEIVE SUCH RENTS AND OTHER INCOME OF SAID PREMISES, OUT OF WHICH IT SHALL PAY: (1) REASONABLE CHARGES FOR COLLECTION HEREUNDER, COSTS OF NECESSARY REPAIRS AND OTHER COSTS REQUISITE AND NECESSARY DURING THE CONTINUANCE OF THIS POWER OF ATTORNEY AND ASSIGNMENT OF RENTS. (2) GENERAL AND SPECIAL TAXES, INSURANCE PREMIUMS AND ALL OF THE LIABILITIES. THE POWER OF ATTORNEY AND ASSIGNMENT OF RENTS SHALL BE IRREVOCABLE UNTIL THIS MORTGAGEE SHALL HAVE BEEN SATISFIED AND RELEASED OF RECORD AND THE RELEASING OF THIS MORTGAGEE SHALL ACT AS A REVOCATION OF THIS POWER OF ATTORNEY AND ASSIGNMENT OF RENTS. MORTGAGEE SHALL HAVE AND HEREBY EXPRESSLY RESERVES THE RIGHT AND PRIVILEGE (BUT ASSUMES NO OBLIGATION) TO DEMAND, COLLECT, SUE FOR, RECEIVE AND RECOVER ALL RENTS, PROFITS, REVENUES, ROYALTIES, BONUSES, RIGHTS AND BENEFITS UNDER ANY AND ALL OIL, GAS, OR MINERAL LEASES OF THE PREMISES, OR ANY PART HEREOF, NOW EXISTING OR HEREAFTER MADE, AND APPLY THE SAME UPON THE LIABILITIES HEREBY SECURED, EITHER BEFORE OR AFTER DEFAULT HEREUNDER.

Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee-in-possession in the absence of the taking of actual possession of the premises by the Mortgagee. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagor.

TO HAVE AND TO HOLD the premises, properties, rights and privileges hereby conveyed or assigned, unto Mortgagee, its successors and assigns, forever for the uses and purposes herein set forth. Mortgagor hereby releases and waives all rights under and by virtue of the Homestead Exemption laws of the State of Illinois, and Mortgagor hereby covenants that the time of the encumbrance and delivery of these presents, Mortgagor is well seized of said real estate and premises in fee simple, and with full, legal and equitable title to the mortgaged property, with good right, full power and lawful authority to sell, assign, convey and mortgage the same, and that it is free and clear of encumbrances, except for encumbrances of record, and that Mortgagor will forever defend the same against all lawful claims.

The following provisions shall constitute an integral part of this Mortgage:

1. Payment of Indebtedness and Performance of Covenants. Mortgagor agrees to pay, when due or declared due, all of the liabilities secured hereby and to duly and punctually and observe all of the terms, provisions, conditions, covenants and agreements on Mortgagor's part to be performed or observed as provided in the Note, this Mortgage and all other documents which evidence, secure or guarantee the liabilities hereby secured. 91210788

2. Representations. Mortgagor hereby covenants and represents that: (a) Mortgagor is duly authorized to make and enter into this Mortgage and to carry out the transactions contemplated herein.

(b) This Mortgage has been duly executed and delivered pursuant to authority legally adequate thereto; Mortgagor has been and is authorized and empowered by all necessary persons having the power of direction over it to execute and deliver said instrument; said instrument is a legal, valid and binding obligation of Mortgagor, enforceable in accordance with its terms subject, however, to bankruptcy and other law, decisional or statutory or general application affecting the enforcement of creditors' rights, and to the fact that the availability of the remedy of specific performance or of injunctive relief in equity is subject to the discretion of the court before which any proceeding therefor may be brought.

(c) Mortgagor is not now in default under any instrument(s) or obligations relating to the premises and no party has asserted any claim of default against Mortgagor relating to the premises.

(d) The execution and performance of this Mortgage and the consummation of the transactions hereby contemplated will not result in any breach of, or constitute a default under, any mortgage, lease, bank loan, or credit agreement, trust indenture, or other instrument to which Mortgagor is a party or by which it may be bound or affected; nor do any such instruments impose or contemplate any obligations which are or may be inconsistent with any other obligations imposed on Mortgagor under any other instrument(s) heretofore or hereafter delivered by Mortgagor.

(e) There are no actions, suits or proceedings (including, without limitation, any condemnation or bankruptcy proceedings) pending or threatened against or affecting Mortgagor or the premises, or which may adversely affect the validity or enforceability of this Mortgage, at law or in equity, or before or by any governmental authority; Mortgagor is not in default with respect to any writ, injunction, decree or demand of any court or any governmental authority affecting the premises.

(f) Mortgagor has made a physical investigation of the premises, and no Environmental Conditions (as defined in section 3(c) hereof) are present on or affect the premises.

(g) All statements, financial or otherwise, submitted to Mortgagee in connection with this transaction are true and correct in all respects and fairly present the financial condition of the parties or entities covered by such statements as of the date thereof.

3. Maintenance, Repair, Compliance with Law, etc. (a) Mortgagor agrees: (i) not to abandon the premises; (ii) to keep the premises in good, safe and insurable condition and repair and not to commit or suffer waste; (iii) to refrain from impairing or diminishing the value of this Mortgage; and (iv) to cause the premises to be managed in a competent and professional manner.

(b) Without the prior written consent of Mortgagee, Mortgagor shall not cause, suffer or permit any (i) material alterations of the premises except as required by law or ordinance; (ii) change in the intended use occupancy of the premises for which the improvements were constructed, including without limitation any change which would increase any fire or other hazard; (iii) change in the identity of the person or firm responsible for managing the premises; (iv) zoning reclassification with respect to the premises; (v) unlawful use of, or nuisance to exist upon, the premises; (vi) granting of any easements, licenses, covenants, conditions or declarations of use against the premises; or (vii) execution by Mortgagor of any leases without the prior written consent of Mortgagee.

(c) Mortgagor agrees not to cause or permit any toxic or hazardous substance or waste, or underground storage tanks, or any other pollutants which could be detrimental to the premises, human health, or the environment, or that would violate any local, state or federal laws or regulation (collectively, "Environmental Conditions") to be present on or affect the premises. If Mortgagee determines that Environmental Conditions either do or may exist at the premises, upon demand, Mortgagor shall take at its own expense any and all measures necessary to eliminate the Environmental Condition. If at any time Environmental Conditions are present or affect the premises, Mortgagor agrees to indemnify, defend and save Mortgagee, its successors and assigns, harmless, from and against the following: (i) any liability, loss, cost, damage or expense (including, without limitation, attorneys' fees and expenses) arising from the

BOX 260

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THIS IS A CORRECTIVE DOCUMENT

AMERICAN NATIONAL BANK OF CHICAGO  
STANDARD FORM COMMERCIAL MORTGAGE

31122902 10788  
KUMAR FAMILY INVESTMENTS,

THIS MORTGAGE made this 27th day of February, 1991, by an Illinois General Partnership

therein, whether one or more, and if more than one, jointly and severally, called the "Mortgagor", whose business address is commonly known as: 16624 Luejia Avenue, South Holland, Illinois 60473

to American National Bank of Chicago, a national banking association organized and existing under the laws of the United States of America, whose address is 3115 Ridge Rd., Lansing, Illinois 60438 (herein, together with its successors and assigns, including each and every from time to time holder of the Note hereinafter referred to, called the "Mortgagee").

WHEREAS, the Mortgagor has, concurrently herewith, executed and delivered to the Mortgagee, the Mortgagor's promissory note herein called the "Note", dated February 27th, 1991.

WHEREAS, the indebtedness evidenced by the Note, including the principal thereof and interest and premium, if any, thereon, and any extensions and renewals thereof, in whole or in part, and any and all other sums which may be at any time due or owing or required to be paid as herein or in the Note provided, are herein called the "Liabilities". In no event shall the total amount of liabilities, including loan proceeds disbursed plus any additional charges, exceed \$ 81,000.00.

NOW, THEREFORE, to secure payment of the liabilities and in consideration of One Dollar (\$1.00) in hand paid, receipt whereof is hereby acknowledged, Mortgagor does hereby grant, remise, release, alien, convey, mortgage and warrant to Mortgagee, its successors and assigns, the real estate commonly known as the west side of Stony Island, 180 feet north of Joe Orr Road, in Lynwood, Cook County, Illinois, and legally described as follows to wit:

The East Half of the North East Quarter of Section 14, Township 35 North, Range 14, East of the Third Principal Meridian (except therefrom the following: (a) that part of the North East Quarter of the North East Quarter of Section 14, conveyed to the County of Cook, by deed recorded June 23, 1953 as Document Number 15650446; (b) that part of the South East Quarter of the North East Quarter of Section 14, conveyed to the County of Cook by deed recorded August 19, 1953 as Document Number 15699138, and that part of the South East Quarter of the North East Quarter lying westerly of the premises conveyed to the County of Cook by deed recorded June 23, 1953 as Document Number 15650446; (c) the South 115.5 feet of the North East Quarter of the North East Quarter of Section 14; (d) the North 150 feet of the South East Quarter of the North East Quarter of Section 14; (e) that part of the North East Quarter of the North East Quarter of Section 14 lying West of the property conveyed to the County of Cook by deed recorded June 23, 1953 as Document Number 15650446; and (f) that part of the North 300.00 feet (except the East 50.00 feet thereof) of the South 480.00 feet of the Southeast 1/4 of the Northeast 1/4 of Section 14, Township 35 North, Range 14 East of the third Principal Meridian lying Easterly of the premises conveyed to the County of Cook by deed recorded June 23, 1953 as Document Number 15650446), in Cook County, Illinois

Address  
Permanent which real premises

TAXES OR DEBT SUCH AS IMPROVEMENTS AND CITY SINKS OR DEDUCTIONS, EQUIPMENT REAL ESTATE FURNITURE

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replacements and substitutions for the foregoing whether or not any of the foregoing is or ever was attached to said real estate; and (ii) all proceeds of the foregoing. It is mutually agreed, intended, and declared, that all of the aforesaid property owned by Mortgagor shall, so far as permitted by law, be deemed to form a part and parcel of said real estate and for the purpose of this Mortgage to be real estate and covered by this Mortgage.

It is also agreed that if any of the property herein mortgaged is a fixture or of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a fixture filing or a Security Agreement, as the case may be, and Mortgagor agrees to execute, deliver and file or refile any financing statement, continuation statement, or other instruments Mortgagee may require from time to time to perfect or renew such security interest under the Uniform Commercial Code.

As additional security for the liabilities secured hereby, Mortgagor does hereby pledge and assign to Mortgagee from and after the date hereof (including any period of redemption), primarily and on a parity with said real estate, all the rents, issues and profits of the premises and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent, for security or as earnest money or as downpayment for the purchase of all or any part of the premises) under any and all present and future leases, contracts or other agreements relative to the ownership or occupancy of all or any portion of the premises and does hereby transfer and assign to Mortgagee all such leases and agreements (including all Mortgagee's rights under any contracts for the sale of any portion of the premises). Mortgagee agrees not to procure or accept the prepayment of any rents or other income from the premises for more than one month, except with the prior written consent of the Mortgagee. Mortgagor further agrees to execute and deliver such assignments of leases or assignments of land purchase contracts as Mortgagee may from time to time request. In the event of a default under the Loan Agreement or this Mortgage, (1) the Mortgagor agrees, upon demand, to deliver to the Mortgagee all leases, land purchase contracts and other agreements for the ownership or occupancy of any part of the premises, with such additional assignments thereof as the Mortgagee may request and agrees that the Mortgagee may assume the management of the premises and collect the rents and other income therefrom, applying the same to the liabilities; and (2) the Mortgagor hereby authorizes and directs all tenants, purchasers or other persons occupying or otherwise acquiring any interest in any part of the premises to pay all rents and other income due under said leases and agreements to the Mortgagee upon request of the Mortgagee. Mortgagor hereby

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validity and priority thereof and it is not necessary to be paid in satisfaction thereof.

10. Financial Statements. It required by Mortgagee, Mortgagor will, within ninety (90) days after the end of each fiscal year of Mortgagee, furnish to Mortgagee, financial and operating statements for such fiscal year, including, but without limitation, a balance sheet and supporting schedules, detailed statement of income and expenses and supporting schedules, including depreciation schedules and federal income tax returns, all prepared in accordance with generally accepted principles of accounting consistently applied. Such financial and operating statements shall be prepared by an accountant, the identity of which is acceptable to Mortgagee, and in such form as may be acceptable to Mortgagee, and Mortgagee may, by notice in writing to Mortgagee, at Mortgagee's expense, audit the respective books and records at the premises.

11. Deposits for Taxes and Insurance Premiums. Upon written request by the Mortgagee, Mortgagee agrees to thereafter make monthly deposits in an account, which account shall be pledged to Mortgagee, at a bank, of an amount equal to the sum of 1/12th of the annual general real estate taxes levied on the premises and 1/12th of the annual premium required to maintain insurance in force on the premises in accordance with the provisions of this Mortgage, the amount of such taxes and premiums, if known, to be estimated on the basis of the previous year's taxes or premiums. It or by such person or corporation as is acceptable to Mortgagee, Mortgagee shall provide Mortgagee with the original real estate tax bill or mortgage invoice not later than ten (10) days before the payment is due and shall concurrently deposit in said account an amount equal to the difference between the amount available in the aforesaid account for such payment (having effect to other taxes or expenses which are also to be paid from said account) as shown on Mortgagee's records and the amount required to be paid. Provided that no default has occurred, funds in such account (including the supplemental deposits required by the preceding sentence) shall be used by Mortgagee to pay such taxes and premiums on their respective due dates. From and after the occurrence of a default under this Mortgage, Mortgagee will pay such funds to Mortgagee for application on the liabilities, Mortgagee, in its sole discretion, may waive from time to time the requirement that such deposits be made, and it Mortgagee shall at any time waive such requirement. Mortgagee shall furnish Mortgagee with copies of both tax receipts and insurance premium receipts not later than five (5) days before the payment is due.

12. Leases. Mortgagee agrees faithfully to perform all of its obligations under all present and future leases or other agreements relative to the occupancy of the premises at any time assigned to Mortgagee by separate instrument as additional security and to refrain from any action or inaction which would result in termination of any such leases or agreements or in the diminution of the value thereof or of the rent or revenues due thereunder. Mortgagee further agrees that any lease of the premises made after the date of recording of this Mortgage shall contain a covenant to the effect that such lease shall, at Mortgagee's option, agree to accrue to Mortgagee as lessor and, upon demand, to pay interest to Mortgagee.

13. Indemnification. Mortgagee agrees to indemnify Mortgagee from all loss, damage and expense, including reasonable attorneys' fees and disbursements, expenses and the costs of an settlement or judgment, incurred in connection with any suit or proceeding in or to which Mortgagee may be made a party, for the purpose of protecting the lien of this Mortgage, and all such fees, expenses and costs shall be additional liability to be secured hereby.

14. Condemnation. Mortgagee agrees that, at any time shall become aware of the institution of condemnation proceedings against the premises or any part thereof, it shall immediately inform Mortgagee of the pendency of such proceedings. Mortgagee may, at its option, participate in such proceedings, and Mortgagee agrees to provide Mortgagee with any evidence that Mortgagee may seek in connection with such proceedings. Mortgagee hereby assigns to Mortgagee, as additional security, all awards of damage resulting from condemnation proceedings or the taking of or injury to the premises for public use, and Mortgagee agrees that the proceeds of all such awards shall be paid to Mortgagee and may be applied by Mortgagee, at its option, after the payment of all its expenses in connection with such proceedings, including reasonable attorneys' fees and expenses, to the reduction of the liabilities hereby secured, and Mortgagee is hereby authorized, on behalf of and in the name of Mortgagee, to execute and deliver valid and enforceable notes and to appeal from any such award.

15. Mortgagee's Performance of Mortgagee's Obligations. Mortgagee agrees that, from and after the occurrence of a default under this Mortgage, Mortgagee may, but need not, make any payment or perform any act hereinafter required of Mortgagee, in any form and manner deemed expedient after reasonable inquiry into the validity thereof. It may of illustration and not in limitation of the foregoing, Mortgagee may, but need not, (a) make full or partial payments of insurance premiums which are unpaid by Mortgagee, coordinate liens or encumbrances, if any, and (b) purchase discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, proceeding, title or claim thereof, or (c) redeem all or any part of the premises from tax or assessment. All money paid for any of the purposes herein authorized and all other moneys advanced by Mortgagee to protect the premises and the lien hereof shall be additional liabilities secured hereby and shall become immediately due to Mortgagee without notice and shall bear interest at four (4) per cent over the then applicable interest rate under the loan agreement ("Interest Rate") until paid to Mortgagee in full. In making any payment hereby authorized relating to taxes, assessments or other or coordinate liens of Mortgagee, Mortgagee shall be the sole judge of the legality, validity and priority thereof and it is not necessary to be paid in satisfaction thereof.

16. Stamps Tax. Mortgagee agrees that, if the United States Government or any department, agency or bureau thereof or the State of Illinois or any of its subdivisions shall at any time require documentary stamps to be affixed to the Mortgage, Mortgagee will, upon request, pay for the stamps in the required amount and deliver them to Mortgagee, and Mortgagee agrees to indemnify Mortgagee against liability on account of such documentary stamps, whether such liability arises before or after payment of the liabilities and regardless whether this Mortgage shall have been released.

17. Completion with Laws. Mortgagee agrees that it will comply with all restrictions affecting the premises and with all laws, ordinances, acts, rules, regulations and orders of any legislative, executive, administrative or judicial body, commission or officer whether federal, state or local) exercising any power of regulation or supervision over Mortgagee, or any part of the premises, whether the same be directed to the realty thereof, minor of use thereof, structural alteration or buildings located thereon, or otherwise.

18. Financial Statements. It required by Mortgagee, Mortgagee will, within ninety (90) days after the end of each fiscal year of Mortgagee, furnish to Mortgagee, financial and operating statements for such fiscal year, including, but without limitation, a balance sheet and supporting schedules, detailed statement of income and expenses and supporting schedules, including depreciation schedules and federal income tax returns, all prepared in accordance with generally accepted principles of accounting consistently applied. Such financial and operating statements shall be prepared by an accountant, the identity of which is acceptable to Mortgagee, and in such form as may be acceptable to Mortgagee, and Mortgagee may, by notice in writing to Mortgagee, at Mortgagee's expense, audit the respective books and records at the premises.

19. Deposits for Taxes and Insurance Premiums. Upon written request by the Mortgagee, Mortgagee agrees to thereafter make monthly deposits in an account, which account shall be pledged to Mortgagee, at a bank, of an amount equal to the sum of 1/12th of the annual general real estate taxes levied on the premises and 1/12th of the annual premium required to maintain insurance in force on the premises in accordance with the provisions of this Mortgage, the amount of such taxes and premiums, if known, to be estimated on the basis of the previous year's taxes or premiums. It or by such person or corporation as is acceptable to Mortgagee, Mortgagee shall provide Mortgagee with the original real estate tax bill or mortgage invoice not later than ten (10) days before the payment is due and shall concurrently deposit in said account an amount equal to the difference between the amount available in the aforesaid account for such payment (having effect to other taxes or expenses which are also to be paid from said account) as shown on Mortgagee's records and the amount required to be paid. Provided that no default has occurred, funds in such account (including the supplemental deposits required by the preceding sentence) shall be used by Mortgagee to pay such taxes and premiums on their respective due dates. From and after the occurrence of a default under this Mortgage, Mortgagee will pay such funds to Mortgagee for application on the liabilities, Mortgagee, in its sole discretion, may waive from time to time the requirement that such deposits be made, and it Mortgagee shall at any time waive such requirement. Mortgagee shall furnish Mortgagee with copies of both tax receipts and insurance premium receipts not later than five (5) days before the payment is due.

20. Leases. Mortgagee agrees faithfully to perform all of its obligations under all present and future leases or other agreements relative to the occupancy of the premises at any time assigned to Mortgagee by separate instrument as additional security and to refrain from any action or inaction which would result in termination of any such leases or agreements or in the diminution of the value thereof or of the rent or revenues due thereunder. Mortgagee further agrees that any lease of the premises made after the date of recording of this Mortgage shall contain a covenant to the effect that such lease shall, at Mortgagee's option, agree to accrue to Mortgagee as lessor and, upon demand, to pay interest to Mortgagee.

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16. Inspection of Books and Records. Mortgagor, or any person designated by Mortgagor in writing, shall have the right, from time to time hereafter, to call a title company or other person where information relating thereto is kept at location during reasonable business hours and, without hindrance or delay, to make such inspection and verification of the premises, and the affairs, finances and business of Mortgagor (including all books, records and documents relating thereto) in connection with the premises, as Mortgagee may consider reasonable under the circumstances, and to discuss the same with any agents or employees of Mortgagor.

17. Default. Any of the following occurrences or acts shall constitute an event of default under this Mortgage ("Default"): (i) the occurrence of a "Default" (as that term is defined in the Note) (whether in payment or otherwise) under the Note or any loan agreement, security agreement or other agreement securing the payment of the Note which is not cured under applicable grace periods, if any; (ii) Mortgagor (regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, at law, in equity, or before any administrative tribunal, which have prevented or might have the effect of preventing Mortgagor from complying with the terms of this Mortgage) shall fail to observe or perform any of Mortgagor's covenants, agreements or obligations under this Mortgage, and such Default shall continue for Ten (10) days after written or oral notice thereof from Mortgagee; (iii) a Default shall occur under any other document, agreement or instrument between Mortgagor and Mortgagee; (iv) the occurrence of a Prohibited Transfer; or (v) the premises or a substantial part thereof shall have been abandoned for thirty (30) consecutive days. If any such Default shall have occurred, then, to the extent permitted by applicable law, the following provisions shall apply:

(a) All sums secured hereby shall, at the option of Mortgagee, become immediately due and payable without presentment, demand or further notice.

(b) It shall be lawful for Mortgagee to (1) immediately sell the premises either in whole or in separate parcels, as prescribed by Illinois law, under power of sale, which power is hereby granted to Mortgagee to the full extent permitted by Illinois law, and thereupon, to make and execute to any purchaser(s) thereof deeds of conveyance pursuant to applicable law; (2) immediately foreclose this Mortgage. The court in which any proceeding is pending for the purpose of foreclosure of this Mortgage may, at once or at any time thereafter, either before or after sale, without notice and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the liabilities secured hereby, and without regard to the then value of the premises or the occupancy thereof as a homestead, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loan hereby secured is made) for the benefit of Mortgagee, with power to collect the rents, issues and profits of the premises in, and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, may pay costs incurred in the management and operation of the premises, prior and coordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the premises, and may pay all or any part of the liabilities or other sums secured hereby or any deficiency decree entered in such foreclosure proceedings.

(c) Mortgagee shall, at its option, have the right, acting through its agents or attorneys, either with or without process or law, forcibly or otherwise, to enter upon and take possession of the premises, expel and remove any persons, goods, or chattels occupying or upon the same, to collect or receive all the rents, issues and profits thereof and to manage and control the same, and to lease the same or any part thereof, from time to time, and after deducting all reasonable attorneys' fees and expenses, and all reasonable expenses incurred in the protection, care, maintenance, management and operation of the premises, apply the remaining net income upon the liabilities or other sums secured hereby or upon any deficiency decree entered in any foreclosure proceedings.

(d) If more than one property, lot or parcel is covered by this Mortgage, and if this Mortgage is foreclosed upon, or judgment is entered upon any obligation secured hereby, or if Mortgagee exercises its power of sale, execution may be made upon or Mortgagee may exercise its power of sale against any one or more of the properties, lots or parcels and not upon the others, or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and execution sales or sales by advertisement may likewise be conducted separately or concurrently, in each case at Mortgagee's election.

(e) In the event of a foreclosure of this Mortgage, the liability then due the Mortgagee shall not be merged into any decree of foreclosure entered by the court, and Mortgagee may concurrently or subsequently seek to foreclose one or more mortgages which also secured said liabilities.

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18. Foreclosure. In any foreclosure of this Mortgage by action, or any sale of the premises by advertisement, there shall be allowed (and included in the decree for sale in the event of a foreclosure by action), to be paid out of the rents or the proceeds of such foreclosure proceeding or sale:

(a) all of the liabilities and other sums secured hereby which then remain unpaid;  
(b) all other items advanced or paid by Mortgagee pursuant to this Mortgage, with interest thereon at the Interest Rate from the date of advertisement and

(c) all court costs, attorneys' and paralegals' fees and expenses, appraiser's fees, advertising costs, notice expenses, expenditures for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantees, title insurance policies, Torrens certificates and similar data with respect to title which Mortgagee may deem necessary. All such expenses shall become additional liabilities secured hereby and immediately due and payable, with interest thereon at the Interest Rate, when paid or incurred by Mortgagee in connection with any proceedings, including but not limited to 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 hereby secured or in connection with the preparations for the commencement of any suit for the foreclosures, whether or not actually commenced, or sale by advertisement. The proceeds of any sale (whether through a foreclosure proceeding or Mortgagee's exercise of the power of sale) shall be distributed and applied to its items described in (a), (b) and (c) of this paragraph, as Mortgagee may in its sole discretion determine, and any surplus of the proceeds of such sale shall be paid to Mortgagor.

19. Rights Cumulative. Each remedy or right of Mortgagee shall not be exclusive of but shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right accruing on any default or acquiescence therein, nor shall it affect any subsequent default of the same or in different nature.

20. Execution of Additional Documents. Mortgagor agrees that, upon request of Mortgagee from time to time, it

will execute, acknowledge and deliver all such further acts and things as may be necessary to fully effectuate the intent of this Mortgage.

21. WAIVER OF RIGHT OF REDEMPTION. MORTGAGOR REPRESENTS THAT IT HAS BEEN AUTHORIZED TO, AND MORTGAGOR DOES HEREBY, WAIVE (TO THE FULL EXTENT PERMITTED UNDER ILLINOIS LAW) ANY AND ALL STATUTORY OR EQUITABLE RIGHTS OF REDEMPTION FROM SALE, FOR REINSTATEMENT OR ANY OTHER RIGHT UNDER ANY "MORTGATORIUM LAW" ON BEHALF OF MORTGAGOR AND EACH AND EVERY PERSON, EXCEPT DEEDOR OR JUDGMENT CREDITORS OF MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE HEREOF.

22. Representation of Title. At the time of the delivery of these presents, the Mortgagor is well seized of an indefeasible estate in fee simple in the portion of the premises which constitutes real property and owns good title to the portion of the premises which constitutes personal property and has good right, full power and lawful authority to convey and mortgage and grant a security interest in the same, in the manner and form aforesaid; that the same is free and clear of all liens, charges, easements, covenants, conditions, restrictions and encumbrances whatsoever, and that Mortgagor shall and will forever defend the title to the premises against the claims of all persons whomsoever.

23. Future Advances. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures as part of the liabilities the payment of any and all loan commissions, service charges, liquidated damages, attorneys' fees, expenses and advances due to or incurred by Mortgagor in connection with the liabilities, all in accordance with the Note this Mortgage, and any other security documents.

24. Non-Marshaling Provision. Mortgagor hereby agrees that Mortgagee shall have no obligation to marshal any collateral which secures the liabilities, and it shall require any other of its creditors to waive any such marshaling obligation.

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25. Miscellaneous.  
(a) Mortgagor agrees that, without affecting the liability of any person for payment of the liabilities secured hereby or affecting the lien of this Mortgage upon the premises or any part thereof (other than persons or property explicitly release as a result of the exercise by Mortgagee of its rights and privileges hereunder), Mortgagee may at any time and from time to time, on request of the Mortgagor, without notice to any person liable for payment of any liabilities secured hereby, extend the time, or agree to alter the terms of payment of such liabilities.

(b) Mortgagor certifies and agrees that the proceeds of the Note will be used for the purposes specified in Illinois Revised Statutes, Chapter 17, Section 306a (or any substitute, amended or replacement statute), and that the principal obligation secured hereby constitutes a "business loan" coming within the definition and purview of said section.

(c) Mortgagor agrees that this Mortgage is to be construed and governed by the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

(d) Upon full payment of all sums secured hereby or upon application on the liabilities of the proceeds of any sale of the premises in accordance with the provisions of this Mortgage, at the time and in the manner provided, this conveyance shall be null and void and, upon demand therefore following such payment, a satisfaction of mortgage shall be provided by Mortgagee to Mortgagor.

(e) This Mortgage shall be binding upon the Mortgagor and upon the successors, assigns and vendees of the Mortgagor and shall inure to the benefit of the Mortgagee's successors and assigns. All references herein to the Mortgagor and to the Mortgagee shall be deemed to include their successors and assigns. Mortgagor's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for the Mortgagor.

(f) All notices, demands, consents, requests, approvals, undertakings or other instruments required or permitted to be given in connection with this Mortgage shall be in writing and shall be sent by United States registered or certified mail, addressed to the address shown on page one hereof, or such other address as was last specified by either party.

(g) Time is of the essence of the Note, this Mortgage, and any other document or instrument evidencing or securing the liabilities.

IN WITNESS WHEREOF, this instrument is executed by Mortgagor as of the day and year first above written.

MORTGAGOR: KUMAR FAMILY INVESTMENTS, an Illinois General Partnership

(x) By: [Signature]  
DEEPA KUMAR, Managing Partner

DEPT-01 RECORDING \$18.00  
148888 TRN 0161 03/21/91 14:15:00  
#4136 # H # 91-240788  
COOK COUNTY RECORDER

STATE OF ILLINOIS  
COUNTY OF COOK

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT DEEPA KUMAR, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged the same signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS 27th day of February, A.D. 19 91

[Signature]  
Notary Public

My Commission Expires 01-21-92

This Instrument Prepared by and mail to: AMERICAN NATIONAL BANK  
American National Bank of Lansing  
3115 Ridge Rd. Lansing, Illinois 60438

91240788