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Mortgage ()

THIS MORTGAGE is made on June 17, 1991, between CLEARBROOK CENTER FOUNDATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, whose address is 2800 WEST CENTRAL ROAD, ROLLING MEADOWS, IL 60008 and NBD ARLINGTON HEIGHTS BANK

and
a **MISSOURI** state banking
association/corporation) whose address is **900 E. KENSINGTON ROAD, ARL. HTS., IL 60004** **(Mortgagor)**
* To be deleted when this Mortgage is not executed by a Land Trust.

The Mortgagor **MORTGAGES, CONVEYS AND WARRANTS** to the Mortgagee real property and all the buildings, structures and improvements on it described as
Land located in the **CITY** of **ROLLING MEADOWS**
County of **COOK**, State of Illinois

LOT 1228 IN ROLLING MEADOWS, UNIT 7 BEING A SUBDIVISION OF THE SOUTH 1/2 OF SECTION 25 AND 26 AND IN THE NORTH 1/2 OF SECTION 35 AND 36 ALL IN TOWNSHIP 42 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 18, 1955 AS DOCUMENT 1612-010. IN COOK COUNTY, ILLINOIS

(“the Premises”) Commonly known as 2800 OWL DRIVE, ROLLING MEADOWS, IL 60008
Tax Parcel Identification No 02-36-103-007

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

- (1) All easements, rights of way, licenses, privileges and hereditaments
 - (2) Land lying in the bed of any road, or the lake opened, proposed or vacated, or any strip or gore, adjoining the Premises;
 - (3) All machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever located now or in the future in or upon the Premises and used or useable in connection with any present or future operation of the Premises (all of which is called "Equipment"). It is agreed that all Equipment is part of the Premises and appropriated to the use of the real estate and, whether affixed or annexed or not, shall for the purposes of this Mortgage unless the Mortgagor shall otherwise elect, be deemed conclusively to be real estate and mortgaged and warranted to the Mortgagor;
 - (4) All mineral, oil, gas and water rights, royalties, water and water stock, if any
 - (5) All awards or payments including interest made as a result of, in, exercise of the right of eminent domain, the alteration of the grade of any street, any loss of or damage to any building or other improvement on the Premises, any other injury to or decrease in the value of the Premises.

The Premises are unencumbered except as follows
the title insurance policy

DEFT-01 RECORDING
None other than those permitted encumbrances in \$18.29
#6666 TRAN 4259 07/01/91 10:43:00
#8866 H # - 9 1 - 321566
DOKE COUNTY RECORDER

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

This Mortgage secures the indebtedness or obligation evidenced by

(i) The note(s) dated June 17, 1991 in the principal amount(s) of **NINETY TWO THOUSAND**
AND 00/100 DOLLARS ~~XXXXXX~~ ^{A. TURI*} due and payable on June 17, 2021 executed and delivered by
GUERIN A. FISCHER AND JAMES A. TURI, the Mortgagor with interest at the per annum rate of **Nine**
percent (9.00 %). *See Rider A attached hereto and made a part hereof on the principal balance remaining from
time to time unpaid. Interest after default or maturity of the note, whether by acceleration or otherwise, on the principal balance of
the note remaining from time to time unpaid shall be at the per annum rate of **three** percent
(3.00 %) over NBD Arlington Heights Bank's Prime Rate, and
as adjusted from time to time AN ILLINOIS NOT-FOR-PROFIT CORPORATION
in the guaranty of the debt of CLEARBROOK CENTER FOUNDATION, dated June 17, 1991, executed
and delivered by GUERIN A. FISCHER AND JAMES A. TURI OF CLEARBROOK CENTER to the Mortgagee, and
CLEARBROOK CENTER FOUNDATION AN ILLINOIS NOT-FOR-PROFIT CORPORATION
**OF CLEARBROOK CENTER FOUNDATION AN ILLINOIS NOT-FOR-PROFIT CORPORATION

including any extensions, renewals, modifications or replacements without limit as to the number or frequency (the "Debt").
SBD 1414 1-90

24. MISCELLANEOUS. If any provision of this Mortgage is in conflict with any statute, rule or law or is otherwise unenforceable for any reason whatsoever, then the provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Mortgage. No waiver by the Mortgagor 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 Mortgagor, nor affect the subsequent exercise of the same right or remedy by the Mortgagor for any subsequent default by the Mortgagor and all rights and remedies of the Mortgagor 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 _____ and seal _____ of Mortgagor the day and year set forth above.

CLEARBROOK CENTER FOUNDATION, AN ILLINOIS

NOT-FOR-PROFIT CORPORATION

xx

xx

By *Guerin A Fischer*
GUERIN A. FISCHER, PRESIDENT

By *JAMES A. Turi*
JAMES A. TURI, VICE PRESIDENT

State of Illinois)
) SS

County of)
)

I, _____, a Notary Public in and for said County and State, do hereby certify that
personally known to me to be the same persons) whose names are subscribed
to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ he _____ signed and delivered the
said instrument as his her free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and notarial seal this _____ day of _____, 19____.

My Commission Expires:

Notary Public

State of Illinois)
)

County of *Cook*

91324 JOHN C. HAAS
certify that GUERIN A. FISCHER
91324 CORPORATION

91324 I, JOHN C. HAAS, a Notary Public in and for said County, in the State aforesaid, do hereby
certify that GUERIN A. FISCHER, of CLEARBROOK CENTER FOUNDATION,
(corporation) (association) and JAMES A. TURI,
91324 personally known to me to be the same persons whose names are subscribed to the foregoing
instrument as such PRESIDENT and VICE PRESIDENT, respectively, appeared before me
this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said (corporation) (association), as Trustee, for the uses and purposes therein set forth; and the said
did also then and there acknowledge that he, as custodian of the corporate seal of said (corporation) (association), affixed the said
corporate seal of said (corporation) (association) to said instrument as his own free and voluntary act, and as the free and voluntary
act of said (corporation) (association), as Trustee, for the uses and purposes therein set forth.

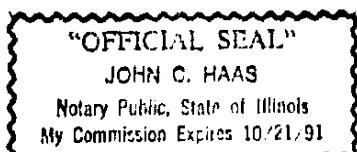
Given under my hand and notarial seal, this 17th day of June, 19 91

My Commission Expires

10/21/91

Notary Public

John C. Haas



prepared by

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CROSS LIEN. The Debt shall also include all other present and future direct and indirect liabilities and liabilities of the Mortgagor, or any one or more of them, whether or otherwise due, to the trustee, and shall not apply to any obligation of debt incurred previously for personal, family or household purposes, other than the note of guaranty expressly made part hereof executed by the Mortgagor.

The Mortgagor shall also assume 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 liable, and shall promptly perform all obligations to which the Mortgagor has agreed under the terms of this Mortgage and any loan documents evidencing the Debt.

2. TAXES. the Mortgagor shall pay, when due, and before any interest, collection fees or penalties shall accrue, all taxes, assessments, fines, impositions and other charges which may become a lien prior to the Mortgage. Should the Mortgagor fail to make such payments, the Mortgagor, 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 furnish to the Mortgagor all notices of amounts due and receipts evidencing payment. The Mortgagor shall promptly rectify 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, federal or municipal, subsequent to the date of this Mortgage in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgagors, or the manner of collecting such taxes, the entire principal secured by this Mortgage and all interest accrued shall become due and payable immediately at the option of the Mortgagor.

4. INSURANCE. The Mortgagor shall keep the Premises, and the present and future buildings and other improvements on the Premises, constantly insured for the benefit of the Mortgagor, until the Debt is fully paid, against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the State of Illinois, including risks of vandalism and malicious mischief, and shall further provide flood insurance if the Premises are situated in an area designated as a flood risk area by the Director of the Federal Emergency Management Agency, or as otherwise required by the Flood Disaster Protection Act of 1973 and regulations issued under it, and such other appropriate insurances as the Mortgagor may require from time to time. All insurance policies and renewals must be acceptable to Mortgagor, must provide for payment to the Mortgagor in the event of loss, must require 30 days notice to the Mortgagor in the event of non-renewal or cancellation, and must be delivered to the Mortgagor. *Should the Mortgagor fail to insure or fail to pay the premiums on any insurance or fail to deliver the policies or certificates of renewals to the Mortgagor, then the Mortgagor at its option may have the insurance written or renewed and pay the premium for the account of the Mortgagor.* In the event of loss or damage, the proceeds of the insurance shall be paid to the Mortgagor alone. No loss or damage shall itself reduce the Debt. The Mortgagor 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 Mortgagor and the Mortgagor and to endorse 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 Mortgagor in collecting the proceeds and then toward payment of the Debt or any portion of it, whether or not then due or payable. The Mortgagor at its option may apply the proceeds, or any part to the repair or rebuilding of the Premises provided that Mortgagor 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 requirements for application of the proceeds to restoration of the Premises as Mortgagor, in its sole discretion may establish.

5. RESERVES FOR TAXES AND INSURANCE. Mortgagor shall, if requested by Mortgagor, pay to Mortgagor, at the time of and in addition to the monthly installments of principal and of interest due since the Debt a sum equal to one twelfth (1/12) of (a) the amount estimated by Mortgagor to be sufficient to enable Mortgagor to pay at least forty (40) days before they become due and payable, all taxes, assessments and other similar charges, fixed against the Premises, and the (b) amount of the annual premiums on any policies of insurance required to be carried by Mortgagor. Mortgagor shall apply the sum to pay the tax and insurance items. These sums may be commingled with the general funds of Mortgagor, and no interest shall be payable on them, 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 ten (10) days, deposit such additional sum as may be required for the payment of increased taxes, assessments, charges or premiums. In the event of foreclosure of this Mortgage, any of the moneys then remaining on deposit with the Mortgagor or its agent shall be applied against the Debt prior to the commencement of foreclosure proceedings. The obligation of the Mortgagor to pay taxes, assessments, charges or insurance premiums is not affected or modified by the arrangements set out in this paragraph. Any default by the Mortgagor in the performance of the provisions of this paragraph shall constitute a default under this Mortgage.

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 fail 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 Mortgagor 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 Mortgagor.

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 repair or improvement, made on the Premises, or for any other goods, services, or utilities furnished to the Premises and shall not permit any lien or charge of any kind securing the repayment of borrowed fund, 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 Mortgagor, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits 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. Mortgagor 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 the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails. Upon the request of Mortgagor, Mortgagor shall deliver to Mortgagor all optional leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgagor, which assignments shall be in form and substance satisfactory to Mortgagor. Mortgagor shall not, without Mortgagor'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.

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of any threatened suit or proceeding which may affect the premises or the securing debt, 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 habitus (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. Mortgagor 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. REPRESENTATIONS. 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 terms 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 partnership agreement and have been duly authorized by all necessary action 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, enforceable 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 Mortgagor. Any such statements that are furnished to the Mortgagor are accurate and fairly reflect the financial condition of the organizations and persons to whom 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 overnight 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 foreclosure or receivership proceedings.

21. WAIVER OF HOMESTEAD RIGHT. Mortgagor does hereby expressly waive 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 Mortgagor to pursue its remedies against any other such as at:

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 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. 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 OR 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 COMPLAINT FOR FORECLOSURE, THE PREMISES CEASES TO QUALIFY AS RESIDENTIAL PROPERTY, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR 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 Mortgagor 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 Mortgagor 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 shall not be deemed to have been modified in any respect or relinquished by either the Mortgagor or the Mortgagor except by a written instrument executed by both of them.

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THE WALKER OF SILVER TRIAL, the Aborigines and the Aborigines who are occupying the opportunity to consult with

3.1. MAYER OF HONESTY AND RIGHT

19. REBELLIONS Under the Mughals, there was no state of emergency, and that the exception and delivery of this authority and the performance of their functions by the rebels was a violation of the Mughal law. The Mughals had a clear understanding of every type, which functioned according to established rules of procedure or the Mughal law. The rebels did not follow the established procedures and persons of which they apply to the rebels. First and foremost, and other than the usual standards of behaviour as demanded by Mughal law, any such standards that are applicable as a rule and during any conflict, if violated, will be punished with imprisonment or death. Any such standards that provide any kind of privilege or immunity to the rebels for the violation of the established rules of procedure and the laws of the Mughal Empire is liable to be punished for the violation of the established rules of procedure and the laws of the Mughal Empire.

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The first two sections of the paper are concerned with the theory of the steady-state and transient processes in the system.

LA LIBERTÉ ASSASSIN DE VIOLENTES

the best say the same thing, and that is what I have done. The first part of the letter is as follows:

DEPARTAMENTO DE INVESTIGACIONES CIENTÍFICAS Y TECNOLÓGICAS - DICTA
INSTITUTO NACIONAL DE INVESTIGACIONES EN MATERIALES - INIM

Corporation will provide a minimum quantity of each component as defined previously in Article 10, and will ship and forward payment upon notification and delivery to you of a single consignment of all the quantities required.

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10. ASSIGNMENT OF INTERESTS IN AND OWNERSHIP OF THE PREMISES. If the Mortgagor's interest in the Premises is that of a tenant or a purchaser, the Mortgagor also assigns, mortgages and warrants to the Mortgagee, 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. REIMBURSEMENT OF ADVANCES. If Mortgagor fails to perform any of its obligations under this Mortgage, and no action or proceeding is commenced which materially affects Mortgagee's interest in the Premises (including but not limited to a bankruptcy dispute, eminent domain, code enforcement, insolvency, bankruptcy or probate proceeding(s), then Mortgagee at its sole option and cost, appearance, disburse sums and take action as it deems necessary to protect its interest (including but not limited to disbursement of reasonable attorneys' and paralegals' fees and entry upon the Premises to make repairs). Any amounts disbursed shall become additional Debt, and shall be immediately due and payable upon notice 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 ownership 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 lease and rental or other agreement granting a lien against the interest of Mortgagee 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 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 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 reimbursement 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 Mortgagee that (a) the Mortgagor has not used Hazardous Materials (as defined below), on, from or off, the Premises in any manner which violates federal, state or local law, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials and, to the best of the Mortgagor's knowledge, no prior owner of the Premises or any existing or 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, refinement, handling, production or disposal of Hazardous Materials, (b) the Mortgagor has never received any notice of any violations (and is not aware of any existing violations) of federal, state or local laws, ordinances, rules, regulations or policies governing 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 Premises, (c) the Mortgagor shall keep or cause the Premises to be kept free of Hazardous Materials except to the extent that such Hazardous Materials are stored and/or used in compliance with all applicable federal, state and local law, said 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, indemnify and hold harmless the Mortgagee, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including, without limitation, attorney's, paralegals' and consultant's fees, investigation and laboratory fees, court costs and litigation 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 Material 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 law suit 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.

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or any policies or requirements of the Monitored Facility or the User relating to the use of the Premises. The indemnity obligation under this paragraph shall not exceed the amount of the Premium.

- (v) The Mortgagor shall have no indemnity obligation with respect to any Harassment or Material Condition existing on the Premises at any part of the Premises subsequent to the date that the Mortgagor's interest in and possession of the Premises terminates; and the Lender shall have fully terminated by foreclosure of this Mortgage or acceleration of the debt secured hereby.

(vi) The Mortgagor shall have no indemnity obligation with respect to any Harassment or Material Condition existing on the Premises at any part of the Premises by the Mortgagor, its successors or assigns.

The Mortgagor agrees that in the event this Mortgage is foreclosed or the Mortgagor tenders a valid notice of foreclosure, the Mortgagor shall deliver the Premises to the Mortgaggee free of any and all Hazardous Materials which are then located on the Premises at the time of immediate delivery pursuant to applicable federal, state and local laws, ordinances and regulations affecting the Premises.

For purposes of the Mortgage, "Hazardous Materials" includes, without limitation, any materials or products, including but not limited to, hazardous materials, hazardous wastes, hazardous or toxic substances as regulated and/or defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 6901, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and any regulations adopted and publications promulgated pursuant thereto, or any state or local law, ordinance, rule or regulation.

The provisions of this paragraph shall be in addition to any and all other covenants and agreements between Mortgagor and Mortgaggee under the Debt, any loan document and/or common law and/or statute law or other provision of law relating thereto, and by the satisfaction of all of the other obligations of the Mortgagor in the Mortgage, at the time of payment in full of the principal amount of this Mortgage, and (d) the foreclosure of the Mortgage or acceptance of a deed in lieu of foreclosure. Notwithstanding anything to the contrary contained in the Mortgage, it is the intention of the Mortgagor and the Mortgaggee that the undelivered provisions of the paragraph shall only apply to an action commenced against any owner or operator of the Property in which any interest of the Mortgagor is dissolved or any claim is made against the Mortgagor for the payment of money.

18. REMEDIES UPON DEFAULT. Upon the occurrence of any event of default as hereinabove defined, Mortgagor shall pay to Mortgagee, the note and/or any other liability which becomes immediately due and payable by Mortgagor to Mortgagee including attorneys' fees and all expenses of suit, preparation and trial in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the Premises. Whether the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagee may foreclose the lien of this Mortgage. In any suit to foreclose the lien of the Mortgage, there shall be allowed to Mortgagee, in addition to the amount of principal and interest due and unpaid on the note, all reasonable attorney's fees, costs and expenses of procuring all abstracts of title, title searches and examinations, title insurance premiums, and other expenses of securing and assuring with respect to title as Mortgagee may desire to be necessary, and all expenses of the sale, or of any suit or to evidence to bidders at any foreclosure sale. All of the foregoing expenses and costs shall be paid by the judgment may be estimated by Mortgagee. All expenditure and expense incurred by Mortgagee in connection with the Mortgage shall become additional indebtedness secured hereby, and shall be immediately payable to Mortgagee, and shall bear interest from the date of incurrence to the post maturity interest rate set forth in the note. It is further agreed that also applicable to the above items of expense and cost by Mortgagee or on behalf of Mortgagee in connection with any action or proceeding to foreclose the lien of the Mortgage, and the proceedings to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, all costs, expenses and attorney's fees incurred hereby, or in any preparation for the same, or in the actual trial thereof, by Mortgagee, shall be paid by the judgment of the court in the event of a judgment in favor of Mortgagee in any such action or proceeding to foreclose whether or not actually commenced or prepared for the commencement of the same, or in the event of a judgment in favor of the note or any instrument which secures the note after default, whether or not actually commenced or prepared for the commencement of any threatened suit or proceeding which might affect the Premises or the security hereof, and thereafter so incurred. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, costs of suit, attorneys' fees 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,

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The American Revolution did not begin as a movement based on the idea of independence, but rather as a movement based on the idea of freedom.

and the National Center for Health Statistics. The following tables show the results of the analysis.

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of key policies or requirements of the MoU package, which are based upon one of the many legalised oilfield leasehold arrangements used in the

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При этом Гарик Бондарчук, что-то не так смотрит на меня, и я вижу, что он смеется.

After the first year of the experiment, the results were as follows: The average weight of the animals fed the diet containing 10% protein was 1.02 kg., while the average weight of the animals fed the diet containing 15% protein was 1.00 kg. The difference between these two groups was not statistically significant. The average weight of the animals fed the diet containing 20% protein was 0.98 kg., while the average weight of the animals fed the diet containing 25% protein was 0.96 kg. The difference between these two groups was not statistically significant. The average weight of the animals fed the diet containing 30% protein was 0.94 kg., while the average weight of the animals fed the diet containing 35% protein was 0.92 kg. The difference between these two groups was not statistically significant. The average weight of the animals fed the diet containing 40% protein was 0.90 kg., while the average weight of the animals fed the diet containing 45% protein was 0.88 kg. The difference between these two groups was not statistically significant. The average weight of the animals fed the diet containing 50% protein was 0.86 kg., while the average weight of the animals fed the diet containing 55% protein was 0.84 kg. The difference between these two groups was not statistically significant. The average weight of the animals fed the diet containing 60% protein was 0.82 kg., while the average weight of the animals fed the diet containing 65% protein was 0.80 kg. The difference between these two groups was not statistically significant. The average weight of the animals fed the diet containing 70% protein was 0.78 kg., while the average weight of the animals fed the diet containing 75% protein was 0.76 kg. The difference between these two groups was not statistically significant. The average weight of the animals fed the diet containing 80% protein was 0.74 kg., while the average weight of the animals fed the diet containing 85% protein was 0.72 kg. The difference between these two groups was not statistically significant. The average weight of the animals fed the diet containing 90% protein was 0.70 kg., while the average weight of the animals fed the diet containing 95% protein was 0.68 kg. The difference between these two groups was not statistically significant. The average weight of the animals fed the diet containing 100% protein was 0.66 kg., while the average weight of the animals fed the diet containing 105% protein was 0.64 kg. The difference between these two groups was not statistically significant.

For more information about the study, please contact Dr. Michael J. Hwang at (319) 356-4000 or email at mhwang@uiowa.edu.

...and to ensure that the relevant minimum standards of protection are maintained. **ONLY DO IT IN THE U.S.**

University of North Carolina at Chapel Hill

ON HOMOLOGY AND HOMOTOPY 11

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With an increasing emphasis on the importance of the environment, the need for more sustainable development has become a major concern.

¹ See also the discussion of the relationship between the two concepts in the section on "The concept of 'cultural capital'".

¹ See also the discussion of the relationship between the two in the section on "The Economics of the Slave Trade."

THE PRACTICAL USE OF THE HISTOGRAM IN THE ANALYSIS OF VARIETIES.

¹⁰ The term "postcolonial" has been used here to denote the period after the formal end of colonial rule.

In the following section, we will introduce the proposed framework and provide an empirical study to validate its effectiveness.

As part of the basic fund costs of other investments when the investment becomes due and payable whether by sale or otherwise

10 ASSISTANT IN OPERATIONS AS A TEAMWORKER

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07-1566

RIDER A
TO
INSTALLMENT NOTE ("NOTE")
BETWEEN
CLEARBROOK CENTER FOUNDATION,
AN ILLINOIS NOT-FOR-PROFIT CORPORATION ("BORROWER")
AND
NBD ARLINGTON HEIGHTS BANK ("BANK")
DATED JUNE 17, 1991

The Borrower and the Bank agree that the interest rate for the first five (5) year period (through June 17, 1996) shall be a fixed rate of nine and no/hundredths percent (9.00%) per annum. For the remaining twenty-five (25) year period (July 17, 1996 through June 17, 2021) a fixed rate of interest shall be determined annually by the sum of the one year Treasury Constant Maturities rate in effect for the month of May as published in the Federal Reserve Statistical Release of Selected Interest Rates No. H15(519), plus two and three-quarters percent (2.75%) per annum. The interest rate adjustment shall not exceed the prior year's rate by more than two percent (2%) per year or five percent (5.00%) during the life of the loan. The recalculated monthly payment for the remaining twenty-five (25) year period shall be paid by Borrower to Bank in order to keep repayment on the original thirty (30) year amortization schedule. There shall be no prepayment penalty during the term of the note.

IN WITNESS WHEREOF, the Borrower and Bank agree to the terms of this Rider A, executed this 17th day of June 1991.

9132-566

BANK:

NBD Arlington Heights Bank
By: Howard L. Schiff
Howard L. Schiff
Its: Assistant Vice President

BORROWER:

Clearbrook Center Foundation,
an Illinois Not-For-Profit Corporation
By: James A. Turi
James A. Fischer, President
By: James A. Turi
James A. Turi, Vice President