



It being understood that the enumeration of any specific items of personal property to be held by the items of property not specifically mentioned. All of the land, estate and property heretofore described and personal property, whether titled or unissued or not respectively, otherwise heretofore specified, and all rights therein, interests and mortgages are intended to be conveyed and are hereby understood, agreed and declared to form a part and parcel of the real estate, and to be appropriate for the use of the real estate, and shall for the purposes of this mortgage be deemed to be real estate, and to be a part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses hereinafter set forth free from all rights, claims and interests under any statute of limitation and under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagee does hereby release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT

1. **Maintenance, Repair and Restoration of Improvements, Payment of Taxes, Etc.** Mortgagee shall be entitled to the repair, restoration or rebuild any building, or improvements now or hereafter on the premises, or any fixtures, or any damage to buildings, fixtures, and premises in good condition and repair, without waste and loss, from any cause, unless in either case a claim for the same has previously been submitted to the lender, and when due, any indebtedness which may be incurred by a lien or charge on the premises, superior to the lien hereof, and upon request exhibit satisfactory evidence of the incurrence of such liability to Mortgagee, completely without recourse, before time any building or building shows signs of any time in process of erection upon said premises, or comply with all requirements of this mortgage, or in case of destruction or destruction of record with respect to the premises, and the use thereof, or in the material alterations, or said premises, except as required by law or municipal ordinance, or suffer or permit any change in the general nature of the occupancy of the premises, without Mortgagee's written consent. In the event of acquisition of the premises, or satisfaction, without Mortgagee's written consent, to pay a lien or indebtedness incurred by the Mortgagee, when, hereafter, to the terms hereof or of the Note, to not to suffer or permit any use of any material for existing on the premises, failed to diminish or impair the value of premises or the security interest to be effected by virtue of this Mortgage, by any act or omission to be committed or neglected by the Mortgagee, or in the opinion of the Mortgagee, or affects its security hereunder, and to pay all costs, expenses, and attorney's fees incurred or paid by the Mortgagee in any proceeding in which Mortgagee may participate in any capacity, because of this Mortgagee, or not suffer or permit, without Mortgagee's written consent, any alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said premises, or a sale, assignment, or transfer of any right, title or interest, and being of the improvements, apparatus, fixtures or equipment which may be located upon the premises, or any change in the nature of the occupancy of the premises, which will increase the intensity of the use thereof, and any change or alteration of the exterior and interior structural arrangement, but not to the extent of the exterior walls, rooms and halls.

2. **Sale or Transfer of Premises or Interest Therein.** Mortgagee agrees not to understand that it shall constitute an event of default under this Mortgage and the Note entitling the lender hereunder and in the Note to be secured by the Mortgagee, or any beneficiary of the Mortgage, or shall convey title to a beneficial interest in, or the right to sell or convey any equal or beneficial interest in the premises to be any, vested in any person or persons, firm or corporation or other entity, or to any trust in law or equity other than the Mortgagee or the present beneficiary or beneficiaries, shall allow any lien or security interest to attach to the premises, or the beneficial interest in the premises other than the lien of this Mortgage, excluding taxes and assessments not yet due, and payable in any article of agreement for deed or other installment contract for deed, title or beneficial interest or land contract in the premises are entered into, or in any partnership, or part of a partnership of any, owning all or a portion of the beneficial interest in the Mortgage, or in any stock of a corporation, or any, owning all or a portion of the beneficial interest in the Mortgage, is conveyed, transferred, or hypothecated, in whole or in part.

3. **Payment of Taxes.** Mortgagee shall pay, defend, and protect, and shall pay, special taxes, special assessments, water charges, sewer service charges, and other charges against the premises, when due, and shall upon written request furnish to Mortgagee duplicate receipts therefor. In case of default hereunder Mortgagee shall pay, or shall cause to be paid, in the manner provided by statute, any tax or assessment which Mortgagee may be liable to collect.

4. **Insurance.** Mortgagee shall keep all buildings and improvements on the premises, and the contents thereof, and the premises insured until the risk is otherwise secured by this Mortgagee, or fully paid, or the loss of the same, and until the expiration of any period of redemption against a lien, or until paid by fire, and such other risks as may be reasonably required by Mortgagee, including, without limitation, the general liability of the building, and liability of the building, and other when covered in the opinion of Mortgagee, such policies shall be issued by Mortgagee, or by a payable liability insurance with such limits as to personal injury and death and property damage as Mortgagee may require, and if required by Mortgagee, shall be held and reinsured with well known, reputable, and financially sound insurance companies, and the insurance shall be maintained for a period of not less than three months. All policies of insurance to be maintained hereunder shall be in form comparable to the standard satisfactory to Mortgagee, but in no event less than the amount needed to pay in full the liabilities secured hereby, with mortgagee's share, attached to all policies of insurance, and in form satisfactory to Mortgagee, including, without limitation, the coverage evidenced by the policies, shall not be terminated or in default, or modified, without ten (10) days' prior written notice to the Mortgagee. Mortgagee shall deliver all policies, including additional and renewal policies, to Mortgagee, and in the case of insurance about to expire, shall deliver renewal policies, not less than ten (10) days prior to the respective dates of expiration.

5. **Tax and Insurance Deposits.** In order to more fully protect the interests of the Mortgagee, and the proceeds hereunder, the Mortgagee, for the payment of real estate taxes, assessments, general and special, water, and sewer charges, and fire and fire insurance premiums for all insurance applicable to the mortgaged premises, Mortgagee agrees to pay to Mortgagee, at such place as Mortgagee may from time to time in writing appoint, and in the absence of such appointment, then at the office of the Mortgagee in Chicago, Illinois, a sum sufficient to discharge the state and municipal taxes, general and special, and interest as provided for under the Note, in addition to paying the principal and interest provided for under the Note, in an amount as determined by Mortgagee, in such manner as the Mortgagee may prescribe, to provide security for the payment of the real estate taxes, assessments, general and special, water, and sewer charges, and insurance premiums for all insurance applicable to the premises. Mortgagee shall deposit at least 60 days prior to the due date of any such real estate tax, assessment, general and special, water, and sewer charges, or insurance premium, or interest on, or amount of any payment of such additional amount, as may be necessary to provide Mortgagee with sufficient funds in such deposit account, to pay such due date of such due date of any such due date of the due date thereof.

If at any time the amount of the real estate taxes, assessments, general and special, water, and sewer charges, or insurance premiums are increased or Mortgagee receives information that the same will be increased, and if the increased deposits then being made by Mortgagee for the purpose of continuing would not make up a fund sufficient in the opinion of the Mortgagee to pay such obligations prior to the due date, and the necessary amounts shall thereupon be increased, and Mortgagee shall deposit immediately with Mortgagee on demand, or in addition to any amount determined by the lender, so that the monies then on hand for the payment of said item plus the increased payments, and any additional amount which may be determined, shall be sufficient so that Mortgagee shall have received from Mortgagee adequate amounts to pay such obligations on the due date, the same becoming due and payable. For the purpose of determining whether Mortgagee has on hand sufficient money to pay such payments on at least 60 days prior to the due date thereof, deposits for each item shall be treated separately, it being the intention that Mortgagee shall not be obligated to use monies deposited for the payment of an item, if such due and payable for the payment of an item that is due and payable.

Notwithstanding the foregoing, it is understood and agreed to that deposits provided for hereunder may be held by Mortgagee in a single non-interest bearing account, and that Mortgagee at its option may, if Mortgagee fails to make such deposit required hereunder, use deposits for one item for the payment of another item then due and payable. All such deposits shall be held in trust by Mortgagee, and shall be applied by Mortgagee to the payment of the said real estate taxes, assessments, general and special, water, and sewer charges, and insurance premiums, when the same become due and payable. The said deposits shall bear no interest. Failure to pay any of the items for which deposits are provided for by this mortgage, or the failure to pay any of the above and additional deposits for 60 days after demand by Mortgagee, shall be a default under the Note as provided by this Mortgagee, and under this Mortgagee, and in the event all remedies under the Note secured by this Mortgagee, and the Mortgagee, or to immediately exercised by the Mortgagee, and further, all monies on hand in the deposit fund may, at the option of Mortgagee, be applied in satisfaction of the indebtedness under the Note secured by this Mortgagee.

If the funds so deposited exceed the amount required to pay such taxes, assessments, general and special, water, and sewer charges, and fire and fire insurance premiums, the excess shall be applied as a cash supplement to the payments of the Mortgagee, but the Mortgagee, or both, agree that Mortgagee shall not be required to make payments for such insufficient funds are on deposit with the Mortgagee. Mortgagee agrees that nothing herein contained shall be construed as requiring the Mortgagee to advance other monies for such purposes, and the Mortgagee shall not be liable for anything, if any, if or on hand to be.

Upon the payment of this Mortgage, Mortgagee shall have the right to apply the balance of such deposits in its option, as to the assignee and Mortgagee, shall thereupon be completely released from all liability to the lender, and Mortgagee shall be held to the cash, money or transfer with respect thereto. This provision shall apply to any transfer of such deposits to a new assignee. Upon full payment of the indebtedness under the Note secured by this Mortgage, and the Mortgagee, or any person or entity, other than the then holder of the Note, and this Mortgage, the balance of the deposits, in its possession shall be paid over to the party who, at the premises at the time of payment and no other party shall have any right or claim therein, in any event.

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covenants, conditions and agreements contained in said leases. Should the Mortgagee incur any such liability, loss or damage under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses, and reasonable attorney's fees, shall be secured hereby, and the Mortgagor shall reimburse the Mortgagee therefor immediately upon demand.

**21. Application of Income Received by Mortgagee.** The Mortgagee in the exercise of the rights and powers hereinbefore conferred upon it by paragraph (19) and paragraph 20 hereof shall have full power to use and apply the rents, profits, issues and profits of the premises to the payment of or in account of the following, in such order as the Mortgagee may determine:

(a) to the payment of the operating expenses of said property, including cost of management and leasing, thereof which shall include reasonable compensation to the Mortgagee and its agent or agents if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases, established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) to the payment of taxes and special assessments law due or which may hereafter become due on said premises;

(c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of said premises, including the cost from time to time of installing or replacing refrigeration and gas or electric trays, thereon, and of placing said property in such condition as will, in the judgment of the Mortgagee, make it readily rentable;

(d) to the payment of any indebtedness secured hereby or any indebtedness which may result from any foreclosure sale.

**22. Mortgagee's Right of Inspection.** Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

**23. Late Charge.** In the event the Mortgagor shall, from time to time, except payment of any installment required in the Note and under this Mortgage which is in arrears, Mortgagee may collect a "late charge" as provided for in the Note to cover the extra expense involved in handling delinquent payments, provided, however, that nothing in this paragraph contained shall authorize the Mortgagee to collect or demand any payment which would result in the imposition of interest in excess of the maximum amount allowed by law.

**24. Confirmation.** Mortgagor hereby assigns, transfers and sets over into Mortgagee the entire proceeds of any award or any claim for damages for any of the mortgaged property taken or damaged under the power of eminent domain or expropriation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagee to restore or rebuild, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagee for the cost of the rebuilding or restoring of buildings or improvements on said premises, in accordance with plans and specifications to be submitted to and approved by Mortgagee. If the Mortgagee is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease or leases which may be prior to the date of this Mortgage and if such taking does not result in cancellation or termination of such lease, the award shall be used to reimburse Mortgagee for the cost of the rebuilding or restoring of buildings or improvements on said premises, provided Mortgagee is not then in default under this Mortgage. In the event Mortgagee is required or authorized, either by Mortgagee's election as aforesaid, or by virtue of any such lease, to rebuild or restore the proceeds of the award shall be paid out in the same manner as is provided in paragraph (19) above for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagee shall pay such cost in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby, or be paid to any other party entitled thereto. In applying the proceeds of any award on account of the indebtedness secured hereby, Mortgagee shall be entitled to collect, out of the proceeds of the award, a premium on the amount prepaid, at the same rate as though Mortgagee had elected at the time of such application of proceeds on it Mortgagee then has no such election, at the first succeeding date on which Mortgagee could so elect, to prepay the indebtedness in accordance with the terms of the Note secured hereby.

**25. Release upon Payment and Discharge of Mortgagor's Obligations.** Mortgagee shall release the mortgagor and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby, and payment of a reasonable fee to Mortgagee for the preparation and execution of such release.

**26. Giving of Notice.** Any notice which either party hereto may be required to be required to give to the other party shall be in writing, and the mailing thereof by certified mail addressed to the Mortgagee at the mortgaged premises, as indicated by street address, or to the Mortgagee at its principal office in Chicago, Illinois, to the attention of the officers of the Vice President in charge of commercial and family real estate loans and, specifying the loan number, or at such other place within the United States as any party hereto may by written agreement, hereinafter set forth, designate a place for service of notice, shall constitute service of notice hereunder. Any notice given by the Mortgagee shall be deemed given on the date the same is deposited in the United States mails.

**27. Waiver of Defenses.** No action for the enforcement of the terms of any provision herein shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

**28. Waiver of Statutory Rights.** Mortgagor shall not be entitled to apply for a stay of itself or of any enforcement, satisfaction, foreclosure or exemption laws, or any so-called "Moratorium Laws", now or hereafter enacted in order to prevent or delay under the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagee for itself and all who may claim through it waives any and all right to have the property and states comprising the mortgaged property marshaled upon any foreclosure of the hereinof and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety. **THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE PURSUANT TO RIGHTS HEREBY GRANTED ON BEHALF OF THE MORTGAGOR, THE TRUST ESTATE AND ALL PERSONS BENEFICIARILY INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN, OR TITLE TO, THE PREMISES DESCRIBED HEREIN SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE PROVISIONS OF THE ILLINOIS STATUTES.**

**29. Mortgagee's Lien for Service Charges and Expenses.** At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures in addition to any loan proceeds disbursed from time to time the payment of any and all loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by the Mortgagee in connection with the loan to be secured hereby, all in accordance with the application and loan commitment issued in connection with this transaction.

**30. Furnishing of Financial Statements to Mortgagee.** Upon request, Mortgagor shall furnish to Mortgagee a semi-annual operating statement of income and expense of the mortgaged premises signed and certified by the Mortgagor's beneficiary or beneficiaries.

**31. Cumulative Rights.** Each right, power, and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith.

**32. Binding on Successors and Assigns.** The terms of this Mortgage and all of the provisions and conditions contained herein shall extend to and be binding upon all successors and assigns of the Mortgagor. The word "Mortgagor" when used herein shall include the successors and assigns of the Mortgagee named herein, and the holder or holders, from time to time, of the Note secured hereby.

**33. Captions.** The captions and headings of this mortgage are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions hereof.

THIS MORTGAGE is executed by the undersigned, not personally but as limited co-trustees and in the exercise of the power and authority conferred upon and vested in a such Trustee and such Corporation. A recitation hereby warrants that it possesses full power and authority to execute this instrument, and to execute, understand and agree that nothing contained in the Note contained shall be construed as creating any liability on the part of Mortgagor or of such Corporation (Association) personally to pay the Note or any interest that may accrue thereon or any indebtedness securing hereunder or to perform any covenant either expressly or implied hereon, and that it being understood and agreed that each of the parties hereto, except the guarantor, co-signor, surety or endorser, shall be released from all liability, and not a co-obligor or guarantor, whether the same may be stated in language of a promise or agreement, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that, for the Mortgagee and its successors and such Corporation (Association) personally and concerted, the legal holder or holders of the Note, in this award or award, shall include those securing hereunder. It all look solely to any one or more of (1) the premises hereby conveyed and the rents, issues and profits thereof for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in the Note provided, and other security, present or future, and indebtedness, or to the personal liability of the guarantor, co-signor, surety or endorser, if any.

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