

UNOFFICIAL COPY
ILLINOIS RELEASE DEED

91370413

Know all Men by these Presents: That John Alden Life Insurance Company
a corporation existing under the laws of Minnesota hereby acknowledges that the
note secured by a certain mortgage, dated the 9 day of July 19 79
and recorded in the Recorder's Office of Cook County, Illinois, as Document No. 25151159
in Book of at Page, executed by
New Lenox State Bank, Illinois corporation
as Mortgagor, to Great Lakes Mortgage Corporation, an Illinois corporation
as Mortgagor, which mortgage was duly assigned to John Alden Life Insurance Company
by assignment dated the day of 19 and recorded
in Book Page, is fully paid and satisfied; and

THEREFORE, John Alden Life Insurance Company hereby, does cancel
the aforesaid mortgage and release the premises therein described from the lien thereof; and for and in consideration of
One Dollar, and for other good and valuable considerations, the receipt of which is acknowledged, hereby, does renuse,
convey, release and quitclaim, to the aforesaid Mortgagor, all the right, title, and interest it may have acquired in and to
the premises described in and by virtue of said mortgage.

TOGETHER with all the appurtenances and privileges thereunto belonging or appertaining.

-91-370413

DEPT-01 RECORDING \$42.50
T#4444 TRAN 0069 07/24/91 16:11:00
#1372 D *-91-370413
COOK COUNTY RECORDER

In Witness Whereof, the said John Alden Life Insurance Company
has hereunto caused its corporate seal to be affixed and these presents to be signed by its duly authorized officer,
this 3 day of May 19 91

JOHN ALDEN LIFE INSURANCE COMPANY

By: *Steven H. Wood*
Steven H. Wood Vice President

State of Florida }
County of Dade } ss.

I, Brenda Rodriguez, a Notary Public in and for said County,
in the State aforesaid, do hereby certify that Steven H. Wood
personally known to me to be the same person whose name is subscribed to the foregoing instrument as Vice President
of JOHN ALDEN LIFE INSURANCE COMPANY, a corporation, appeared before me
this day in person, and acknowledged that he signed, sealed with the corporate seal of said corporation, and delivered
the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation for the uses
and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3 day of May 19 91

Brenda Rodriguez
Notary Public

Brenda Rodriguez
Notary Public, State of Florida
My Commission Exp. May 31, 1993
Bonded thru PICHARD Ins. Agency

42 MAY 91

MORTGAGE NOTE

7/3/79
7/9/79

\$500,000.00

Chicago, Illinois
July 2, 1979

FOR VALUE RECEIVED, the Undersigned, NEW LENOX STATE BANK, an Illinois corporation of New Lenox, Illinois, not personally, but solely as trustee pursuant to the provisions of a trust agreement dated April 1, 1979, and known as Trust Number 425, hereby promises to pay to the order of GREAT LAKES MORTGAGE CORPORATION, an Illinois corporation (hereinafter "LENDER"), at its offices at 111 West Jackson Boulevard, Chicago, Illinois 60604, or at such other place as may be designated in writing by the Holder hereof, the principal sum of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) (hereinafter "Principal Sum"), or so much thereof as shall from time to time be disbursed to or for the benefit of the Undersigned, and interest as set forth hereinafter, all payments to be paid in currency which, at the time or times of payment, is the legal tender for public and private debts in the United States of America, as follows:

1. Interest only to LENDER at an interest rate which is the greater of (i) One Percent (1%) per annum in excess of the "prime rate" (as hereinafter defined) of interest established by Continental Illinois National Bank and Trust Company of Chicago, changing from time to time as the prime rate is established from time to time by said Bank, or (ii) Ten and One-Quarter Percent (10.25%) per annum, based on the amount of the Principal Sum disbursed as of the 25th day of the preceding month, commencing on the first (1st) day of the month immediately succeeding the first (1st) disbursement hereunder, and on the first (1st) day of each and every succeeding month thereafter with a final payment of the Principal Sum and all accrued and unpaid interest on the date this Note is purchased (hereinafter "purchase date") by OLD STONE BANK, with offices at 110 South Main Street, Providence, Rhode Island 02901.

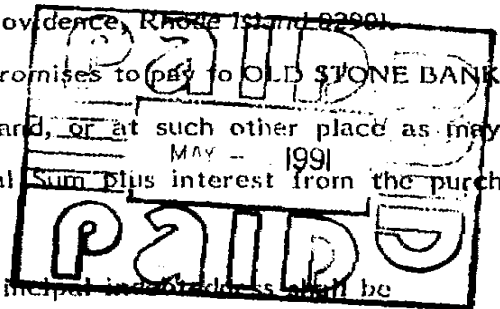
2. Thereafter, the Undersigned promises to pay to OLD STONE BANK, or order, at its offices in Providence, Rhode Island, or at such other place as may be designated by the Holder hereof, the Principal Sum plus interest from the purchase date, payable in installments as follows:

A. Interest on the entire principal indebtedness shall be

payable from the purchase date at the rate of Ten and One-

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John George
Palay + George, Ltd.
100 W. Monroe, Suite 500
Chicago, IL 60603

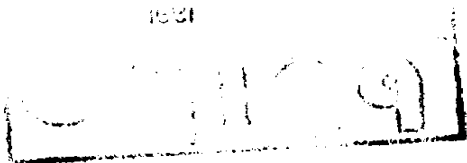


HESS AND KAPLAN,
LTD.
ATTORNEYS AT LAW



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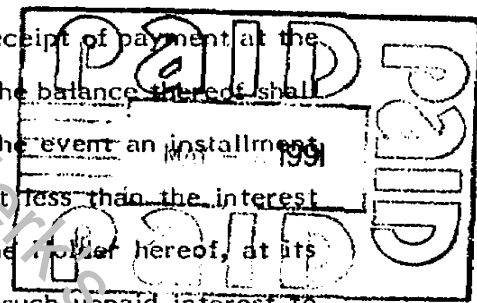
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Quarter Percent (10.25%) per annum on the first (1st) day of the month immediately following the day in which such purchase occurs;

B. Commencing on the first (1st) day of the second (2nd) month immediately following the purchase date, installments of principal and interest shall be paid in the sum of FOUR THOUSAND FIVE HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$4,535.00), such payments to continue monthly thereafter on the first (1st) day of each succeeding month up to and including the first (1st) day of the one hundred seventy-ninth (179th) month after the month in which the first installment of principal and interest is payable (the "Maturity Date"), at which time the unpaid Principal Sum then remaining, accrued interest and any other costs and expenses then owing to the Holder hereof, if any, shall be due and payable in full.

C. All installments of principal and interest shall be applied first to interest at the rate of Ten and One-Quarter Percent (10.25%) per annum on date of receipt of payment at the above-mentioned place of payment, and the balance thereof shall be applied on account of principal. In the event an installment of principal and interest is in an amount less than the interest then due on the balance of principal, the Holder hereof, at its sole option, shall have the right to add such unpaid interest to the balance of principal then remaining unpaid. It is acknowledged that the amortization of the Principal Sum is based upon a three hundred thirty-six (336) month amortization schedule and that the Principal Sum will not self-amortize and that at the Maturity Date there will remain an unpaid balance of the Principal Sum (plus accrued interest, if any) which shall be payable in full on the Maturity Date.



IN ADDITION TO THE PAYMENTS of principal set forth in the above paragraph, the Undersigned reserves the privilege to prepay the entire Principal Sum with accrued interest thereon to date of payment on any installment date after the first

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(1st) Eight (8) Loan Years, upon giving of sixty (60) days' written notice to the Holder hereof of the intention to make such prepayment, and provided that no event of default under this Note or the documents securing this Note shall exist and on the condition that the Undersigned shall also pay, at the time of prepayment and in addition thereto, a premium computed on the amount so prepaid equal to Five Percent (5%) of the principal amount so prepaid in the Ninth (9th) Loan Year, said premium thereafter declining One Percent (1%) in each immediately succeeding Loan Year thereafter until par. The term "Loan Year" as used in this paragraph means any twelve (12) month period commencing on the date the first installment of principal and interest is payable, and on each yearly anniversary thereof. Partial prepayments shall not be allowed.

PROVIDED ALSO, HOWEVER, that in the event this Note and other instruments now or hereafter evidencing or securing the indebtedness evidenced hereby have not been purchased by OLD STONE BANK on or before February 1, 1980, or within such additional period as the Holder hereof and OLD STONE BANK may agree upon, the Principal Sum and all accrued and unpaid interest shall, at the option of the Holder hereof, become immediately due and payable.

PAID
MAY 1991
PAID

THE "PRIME RATE" as said term is used herein means the interest rate currently quoted by CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO for short term unsecured corporate loans with maximum maturities of ninety (90) days to prime commercial customers with the best credit rating. Said interest rate shall be computed on a three hundred sixty (360) day basis.

THE PAYMENT OF THIS NOTE is secured by a Mortgage of even date herewith to LENDER on real estate in the County of Cook, State of Illinois. It is agreed that at the election of the Holder hereof and without notice the Principal Sum remaining unpaid hereon together with accrued interest thereon shall become at once due and payable, at the place aforesaid, in the event of default in the payment of principal or interest, when due as aforesaid, or default in the performance of any covenants in said Mortgage, or in the event that at any time hereafter the right to foreclose the said Mortgage shall accrue to the Holder hereof. Failure to exercise said option, howsoever often, shall not constitute a waiver of the right to exercise the same thereafter.

WHILE ANY DEFAULT EXISTS in the performance or observation of any of the covenants, agreements or conditions of this Note, or of any instrument now or

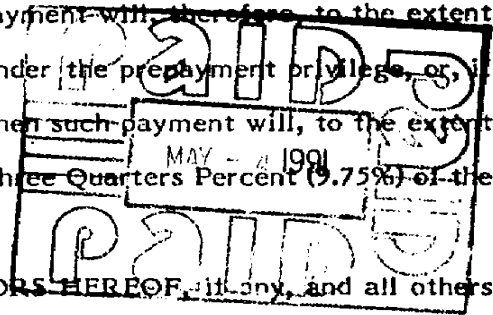
Hess and Kaplan,
LTD.
ATTORNEYS AT LAW

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hereafter evidencing or securing the indebtedness evidenced hereby the Undersigned further promises to pay, on each date that an installment payment of this Note is due, additional interest on the Principal Sum of this Note then outstanding at the rate of Four and Three Quarters Percent (4.75%) per annum above that rate of interest then applicable from time to time, under the terms of this Note, provided that any additional interest which has accrued shall be paid at the time of and as a condition precedent to the curing of any default. The foregoing to the contrary notwithstanding, and in addition thereto, insofar as default in the payments of principal and/or interest are concerned which are not received within fifteen (15) days after the date when due, a late charge to cover the cost of processing such delinquent payments of Six Percent (6%) of the amount of each such delinquent payment shall be due and payable at the time thereafter that any such payment is made.

IN THE EVENT OF SUCH DEFAULT, a tender of payment of the amount necessary to satisfy the entire Principal Sum then outstanding made at any time prior to sale under foreclosure of the Mortgage securing this Note, will constitute an evasion of the prepayment provisions hereunder and such payment will, therefore, to the extent permitted by law, include the premium required under the prepayment privilege, or, at that time there be no privilege of prepayment, then such payment will, to the extent permitted by law, include a premium of Nine and Three Quarters Percent (9.75%) of the Principal Sum then outstanding.



THE UNDERSIGNED AND GUARANTORS HEREOF, if any, and all others who may become liable for all or any part of this obligation, agree hereby to be jointly and severally bound, and jointly and severally waive and renounce any and all homestead and exemption rights and any and all redemption rights and the benefit of all valuation and appraisal privileges as against this debt or any renewal or extension thereof, waive demand, protest, notice of nonpayment and any and all lack of diligence or delays in collection or enforcement hereof, and expressly consent to any extension of time, release of any party liable for this obligation, release of any of the security of this Note, acceptance of other security therefor, or any other indulgence or forbearance may be made without notice to any party and without in any way affecting the personal liability of any party.

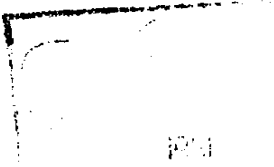
IN THE EVENT OF DEFAULT, if this Note is placed in the hands of any attorney for collection or suit is brought thereon, the Undersigned agrees to pay reasonable attorneys' fees and all other costs of collection.

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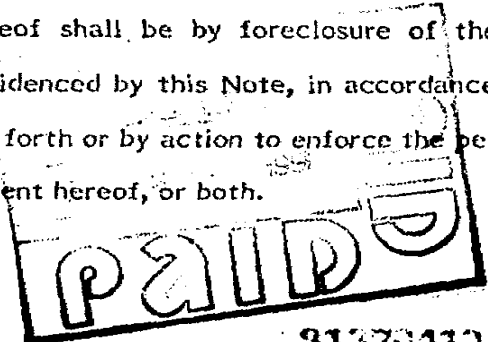


THE UNDERSIGNED COVENANTS AND AGREES that the indebtedness evidenced hereby does qualify as a "business loan" under the terms of Chapter 74, paragraph 4(1)(c) of the Illinois Revised Statutes.

NOTWITHSTANDING ANYTHING IN THIS NOTE or said Mortgage to the contrary, nothing herein contained nor any transaction related hereto shall be construed, or shall so operate either presently or prospectively to: (a) require the Undersigned to pay interest at a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate, or (b) require the Undersigned to make any payment or do any act contrary to law; and if any clause or provision herein contained shall otherwise so operate to invalidate this Note, in whole or in part, then such clauses or provisions only shall be held for naught as though not herein contained and the remainder of this Note shall remain operative and in full force and effect.

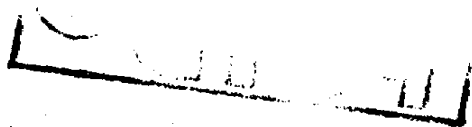
THIS NOTE IS EXECUTED BY NEW LENOX STATE BANK, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property specifically described in said Mortgage given to secure the payment hereof, by the enforcement of the provisions contained in said Mortgage. No personal liability shall be asserted or be enforceable against the Undersigned or any person interested beneficially or otherwise in said property specifically described in said Mortgage given to secure the payment hereof, or in the property or funds at any time subject to said Trust Agreement, because or in respect of this Note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each Taker and Holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the Guarantors hereof, if any, and each original and successive Holder of this Note accepts the same upon the express condition that no duty shall rest upon the Undersigned to sequester the rents, issues and profits arising from the property described in said Mortgage, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this Note or of any installment hereof, the sole remedy of the Holder hereof shall be by foreclosure of the said Mortgage given to secure the indebtedness evidenced by this Note, in accordance with the terms and provisions in said Mortgage set forth or by action to enforce the personal liability of the Guarantors, if any, of the payment hereof, or both.

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LTD.
ATTORNEYS AT LAW



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IN WITNESS WHEREOF, the Undersigned has caused this Note to be executed in its name and behalf and under its Corporate Seal by its _____ President and A.T.O. ~~SECRETARY~~, both duly authorized, at the place and on the day and year first written.

NEW LENOX STATE BANK,
an Illinois corporation,
not personally, but as
Trustee as aforesaid

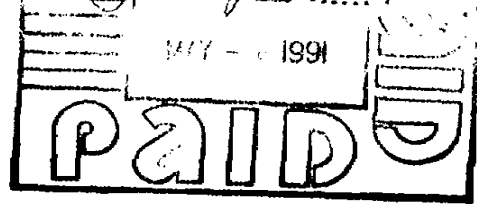
By
Its

[Handwritten Signature]

ATTEST:

By
Its

[Handwritten Signature]



Property of Cook County Clerk's Office

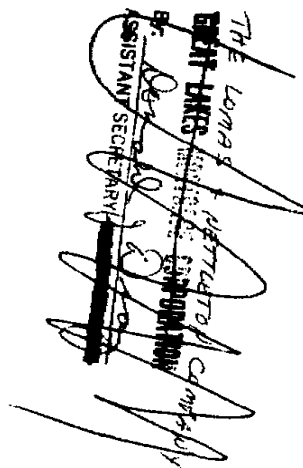
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ATTORNEYS AT LAW

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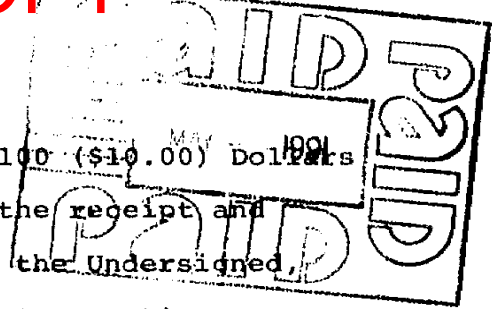
THE LOMAS
BETH LINES
ASSISTANT SECRETARY



Beth Lines

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ASSIGNMENT



FOR AND IN CONSIDERATION of Ten and 00/100 (\$10.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Undersigned, THE LOMAS & NETTLETON COMPANY, a Connecticut Corporation, as successor by merger to GREAT LAKES MORTGAGE CORPORATION, an Illinois Corporation, which merger agreement was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, October 12, 1979, as Document No. 25189991, does this 25th day of March, 1980, hereby transfer, negotiate and assign, without recourse, to OLD STONE BANK, of all of the Undersigned's right, title and interest in and to the foregoing Mortgage Note.

THE LOMAS & NETTLETON COMPANY,
a Connecticut Corporation, as
successor by merger to GREAT
LAKES MORTGAGE CORPORATION,
an Illinois Corporation

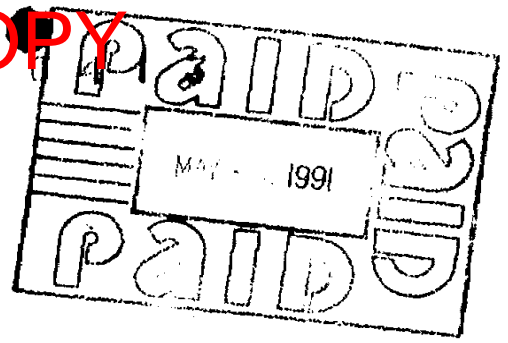
By: Mike Walker
Mike Walker
Assistant Vice President

ATTEST:

By: Sheri Starbuck
Sheri Starbuck
Assistant Secretary

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07/12/1990 10:27 Old Stone REIG

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Reference is made to the Mortgage Note dated July 1, 1979 in the original principal amount of \$500,000.

Pay to the order of Old Stone Bank, a Federal Savings Bank, without recourse.

The Lomas & Nettleton Company,
a Connecticut Corporation
Successor by merger to Great
Lakes Mortgage Corporation
an Illinois Corporation

By:

A handwritten signature in black ink, appearing to read "Douglas Gressett".

Douglas Gressett
Vice President

Pay to the order of John Alden Life Insurance
Company without recourse

Old Stone Bank, a Federal Savings Bank

By:

A handwritten signature in black ink, appearing to read "Richard H. Donnelly, Jr.".
Richard H. Donnelly, Jr.
Senior Vice President

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Boyer

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MODIFICATION OF NOTE AND MORTGAGE

1-2232-C2 373

THIS MODIFICATION OF NOTE AND MORTGAGE is entered into this 19th day of November, 1979, by and between NEW LENOX STATE BANK, an Illinois Corporation, not personally, but as Trustee under the provisions of a certain Trust Agreement dated April 1, 1979 and known as Trust No. 485 (hereinafter referred to as "Mortgagor"), and THE LOMAS & NETTLETON COMPANY, a Connecticut Corporation, as successor by merger to GREAT LAKES MORTGAGE CORPORATION, an Illinois Corporation, which merger agreement was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on October 12, 1979, as Document No. 25189991 (hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee did agree to lend to Mortgagor, and Mortgagor did agree to borrow from Mortgagee, the principal sum of Five Hundred Thousand and 00/100 (\$500,000.00) Dollars; and

WHEREAS, said loan by Mortgagee to Mortgagor was evidenced by a certain Mortgage Note dated July 2, 1979, executed by Mortgagor in favor of Mortgagee, and said Note was secured by a certain Mortgage also dated July 2, 1979, executed by Mortgagor, and mortgaging unto Mortgagee the property described in Exhibit "A" attached hereto and made a part hereof. Said Note was also secured by certain other indentures and agreements of the parties evidencing and securing the loan, which are not a part of this Modification Agreement; and

WHEREAS, the parties desire to acknowledge that GREAT LAKES MORTGAGE CORPORATION has been merged into THE LOMAS & NETTLETON COMPANY, with THE LOMAS & NETTLETON COMPANY as the surviving corporation; and

WHEREAS, the parties hereto desire to modify said Note and Mortgage to correct certain agreements of the parties which were not correctly embodied into the said Note and Mortgage.

NOW, THEREFORE, for the consideration of the mutual promises of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

HESS AND KAPLAN,
LTD.
ATTORNEYS AT LAW

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UNOFFICIAL COPY 3

1. That THE LOMAS & NETTLETON COMPANY, a Connecticut Corporation, is hereby recognized as the successor by merger to GREAT LAKES MORTGAGE CORPORATION, an Illinois Corporation, pursuant to Articles of Merger recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the 12th day of October, 1979, as Document No. 25189991.

2. Note:

The words "fifteen (15)", which appear on the ninth line from the top of page 4, are hereby deleted, and there are hereby substituted in their stead the words "five (5)".

3. Mortgage:

(a) The second Whereas paragraph on page 1 is modified to delete the words "one hundred eighty-four (184)", which appear on the eighth line of said paragraph, and to substitute in their stead the words "one hundred seventy-nine (179)".

(b) Paragraph 31 of the Mortgage is amended to provide that, in addition to balance sheets and statements of income and expenses of the premises, that Mortgagor will also submit to Mortgagee, within the time limits set forth in said paragraph 31, a current rent roll, statement of depreciation and a copy of Mortgagor's federal income tax return, as same applies to the premises.

OTHER THAN AS SET FORTH ABOVE, the Note and Mortgage shall remain unmodified.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed as of the day and year first written above.

NEW LENOX STATE BANK, an Illinois Corporation, not personally, but as Trustee as aforesaid

By [Signature]
Its ATL

ATTEST:

By [Signature]
Its Vice-President

THE LOMAS & NETTLETON COMPANY, a Connecticut Corporation, as successor by merger to GREAT LAKES MORTGAGE CORPORATION, an Illinois Corporation

By [Signature]
Its Asst. Vice President

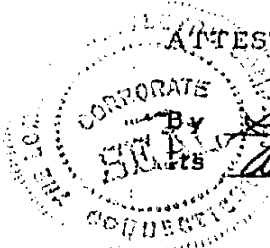
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HESS AND KAPLAN, LTD. ATTORNEYS AT LAW

ATTEST:

By [Signature]
Its Asst. Secretary



This mortgage is executed by New Lenox State Bank, not personally but as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the mortgage herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on New Lenox State Bank or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either expressed or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

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STATE OF ILLINOIS)
 WILL) SS.
COUNTY OF COOK)

I, Laura S. Anderson, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Jo Ann Gleason, A.T.O. of NEW LENOX STATE BANK, an Illinois Corporation, and Arlene Brodiske, V.P. of said Corporation, who are 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 they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said V.P. then and there acknowledged that A.T.O. as custodian of the corporate seal of said Corporation, did affix said corporate seal to said instrument as her own free and voluntary act and as the free and voluntary act of said Corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of February, 1980.

Laura S. Anderson
Notary Public



HESS AND KAPLAN, LTD.
ATTORNEYS AT LAW

25397557

TEXAS
STATE OF ILLINOIS)
DALLAS) SS.
COUNTY OF COOK)

I, Ann Patterson, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Mike Walker, Asst. Vice Pres. of THE LOMAS & NETTLETON COMPANY, a Connecticut Corporation, as successor by merger to GREAT LAKES MORTGAGE CORPORATION, an Illinois Corporation, and Sheri Starbuck, Asst. Secretary of said Corporation, who are 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 they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Asst. Secretary then and there acknowledged that A.V.P., as custodian of the corporate seal of said Corporation, did affix said corporate seal to said instrument as her own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of March, 1980.

Ann Patterson
Notary Public

(ANN PATTERSON)
My commission expires
November 9, 1981.



HESS AND KAPLAN,
LTD.
ATTORNEYS AT LAW

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EXHIBIT "A"

Lot 17 (except the Northwesterly 41.30 feet thereof (measured perpendicularly) and the Northwesterly 61.30 feet (measured perpendicularly) of Lot 18 in the 95th and Tri-State Industrial Development, a Subdivision of a part of Section 12, Township 37 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office 25397557

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HESS AND KAPLAN,
LTD.
ATTORNEYS AT LAW

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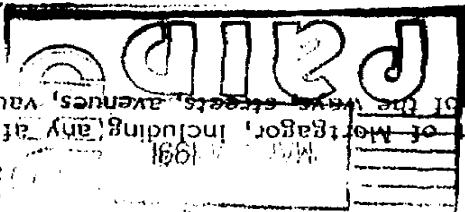
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(1) All right, title, and interest of Mortgagor, including any after-acquired title or reversion, in and to the beds of the streets, avenues, vaults, and alleys adjoining the premises,

TOGETHER WITH:

collectively referred to as the "premises"; NOW, THEREFORE, in order to secure the payment of the said principal sum and interest thereon and the performance of the covenants and agreements herein contained, Mortgagor does by these presents grant, bargain, sell, convey, and mortgage unto Mortgagee, its successors and assigns forever, the real estate and all of its estate, right, title, and interest therein situated in the Village of Bridgeview, County of Cook, and State of Illinois, as more particularly described in Exhibit "A" attached hereto and made a part hereof (sometimes hereinafter referred to as the "real estate"), which real estate, together with the following described property, is

option of Mortgagee, become due and payable on February 1, 1980. then the principal sum secured hereby and all accrued interest thereon shall, at the such additional period or periods as Mortgagee and Old Stone Bank may agree upon, be purchased as aforesaid by Old Stone Bank on or before February 1, 1980, or within last payment date. In the event this Mortgage and the Note secured hereby shall not any) of the indebtedness plus accrued interest thereon shall be due and payable on the first day of each and every month thereafter, such payments to continue monthly on the day of the month following the assignment of this Mortgage to Old Stone Bank. Installments of principal and interest shall be payable to Old Stone Bank on the first purchase by Old Stone Bank, interest payments shall be due and payable on the first day of the month following the assignment of this Mortgage to Old Stone Bank. and assigned to Old Stone Bank of Providence, Rhode Island. In the event of such completion of construction, the Note secured hereby and this Mortgage shall be sold

It is contemplated by and between Mortgagor and Mortgagee that upon completion of construction, the Note secured hereby and this Mortgage shall be sold and assigned to Old Stone Bank of Providence, Rhode Island. In the event of such purchase by Old Stone Bank, interest payments shall be due and payable on the first day of the month following the assignment of this Mortgage to Old Stone Bank. Installments of principal and interest shall be payable to Old Stone Bank on the first day of each and every month thereafter, such payments to continue monthly on the first day of the next one hundred eighty-four (184) months, and the balance (if any) of the indebtedness plus accrued interest thereon shall be due and payable on the last payment date. In the event this Mortgage and the Note secured hereby shall not be purchased as aforesaid by Old Stone Bank on or before February 1, 1980, or within such additional period or periods as Mortgagee and Old Stone Bank may agree upon, then the principal sum secured hereby and all accrued interest thereon shall, at the option of Mortgagee, become due and payable on February 1, 1980.

Mortgagor is justly indebted to Mortgagee in the principal sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) as evidenced by a certain Mortgage Note of even date herewith executed by Mortgagor, made payable to the order of and delivered to Mortgagee (hereinafter referred to as "Note") whereby Mortgagor promises to pay the said principal sum or so much thereof as may be advanced by the holder of the Note from time to time, together with interest thereon, from date, at the rate set forth therein, in installments as set forth therein at the office of Mortgagee, or at such other place as may be designated in writing by the legal holders thereof until the entire principal and accrued interest have been paid.

WITNESSETH:

WHEREAS:

This Mortgage made July 2, 1979, between New Lenox State Bank, an Illinois corporation, having an office at New Lenox, Illinois, not personally, but as trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said trustee in pursuance of a Trust Agreement dated April 1, 1979 and known as Trust No. 485 (hereinafter referred to as "Mortgagor") and Great Lakes Mortgage Corporation, an Illinois corporation, having an office at 111 West Jackson Boulevard, Chicago, Illinois 60604, (hereinafter referred to as "Mortgagee").

MORTGAGE

This Instrument Prepared By
Peter A. Hess
Hess and Kaplan, Ltd.
180 North LaSalle Street
Chicago, Illinois 60601

7/09/79

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Hess and Kaplan,
Ltd.
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(2) All and singular the tenements, hereditaments, easements, minerals, appurtenances, passages, waters, water courses, riparian irrigation, and drainage rights, and other rights, liberties, and privileges thereof or in any way now or hereafter appertaining, including homestead and any other claim at law or in equity as well as any after-acquired title, franchise, or license and the reversion and reversions and remainder and remainders thereof,

(3) All rents, issues, proceeds, and profits accruing and to accrue from the premises (which are pledged primarily and on a parity with the real estate, and not secondarily), and

(4) All buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration, and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the premises, and all fixtures now or hereafter owned by Mortgagor and attached to or contained in and used in connection with the premises, including, but not limited to, all machinery, motors, elevators, fittings, radiators, awnings, shades, screens, and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air-conditioning, and sprinkler equipment and fixtures and appurtenances thereto, and all items of furniture, furnishings, equipment, and personal property owned by the Mortgagor used or useful in the operation of the said real estate, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner, it being mutually agreed, intended, and declared that all the aforesaid property owned by said Mortgagor and placed by it on the premises or used in connection with the operation or maintenance of the premises shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and for the purpose of this Mortgage to be real estate, and covered by this Mortgage, and as to any of the property aforesaid which does not so form a part and parcel of the real estate or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code), this Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to the Mortgagee as Secured Party (as such term is defined in the Uniform Commercial Code), it being further understood and agreed that the provisions of this subparagraph 4 shall not apply or attach to any trade fixtures or personal property of any tenant of the premises;

TO HAVE AND TO HOLD the same unto the Mortgagee and its successors and assigns forever, for the purposes and uses herein set forth;

PROVIDED, HOWEVER, that if the Mortgagor shall pay the principal and all interest as provided in the Note, and shall pay all other sums herein provided for, or secured hereby, and shall well and truly keep and perform all of the covenants herein contained, then this Mortgage shall be released at the cost of the Mortgagor, otherwise to remain in full force and effect.

MORTGAGOR FURTHER COVENANTS and agrees as follows:

1. Payment of Principal and Interest. Mortgagor shall pay promptly when due the principal and interest on the indebtedness evidenced by the Note at the times and in the manner herein and in the Note provided.

2. Tax and Insurance Deposits. Mortgagor shall deposit with the Mortgagee, or a depository designated by Mortgagee, in addition to the monthly installments of principal and interest due under the terms of the Note, and concurrently therewith, monthly until the principal indebtedness evidenced by the Note is paid, the following: (i) a sum equal to all real estate taxes and assessments ("taxes") next due on the premises (all as estimated by Mortgagee in its reasonable discretion), divided by the number of months to elapse before one month prior to the date when such taxes will become due and payable; and (ii) a sum equal to the amount of the premium or premiums that will next become due and payable to replace or renew the insurance policies required to be maintained by Mortgagee hereon (all as estimated by Mortgagee in its reasonable discretion) divided by the number of months to elapse before one month prior to the expiration date of the policy or policies to be

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replaced or renewed. All such payments described in this paragraph 2 shall be held by Mortgagee or a depositary designated by Mortgagee in trust without accruing or without any obligation arising for the payment of interest thereon. If the funds so deposited are insufficient to pay, when due, all taxes and premiums as aforesaid, the Mortgagor shall, within ten (10) days after receipt of demand therefor from Mortgagee or its agent, deposit such additional funds as may be necessary to pay such taxes and premiums. If the funds so deposited exceed the amounts required to pay such items, the excess shall be applied on a subsequent deposit or deposits. Neither the Mortgagee nor depositary shall be liable for any failure to make the payments of insurance premiums, or of taxes, unless Mortgagor, while not in default hereunder, shall have requested said Mortgagee or depositary in writing to make application of such deposits to the payment of the particular insurance premium or taxes, accompanied by the bills for such insurance premiums or taxes, provided, however, Mortgagee may at its option make or cause the depositary to make any such application of the aforesaid deposits without any direction or request to do same by Mortgagor. Mortgagee may suspend, in whole or in part, and later reinstate, the application of this paragraph as often as it may determine. With respect to any deposits made with or held by Mortgagee or any depositary pursuant to any of the provisions of this Mortgage, in the event of a default in any of the provisions contained in this Mortgage or in the Note secured hereby, Mortgagee may, at its option, without being required to do so, apply any monies or securities which constitute such deposits on any of Mortgagor's obligations herein or in the Note contained, in such order and manner as Mortgagee may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the premises. Such deposits are hereby pledged as additional security for the prompt payment of the Note and any other indebtedness hereunder and shall be held to be irrevocably applied by the depositary for the purposes for which made hereunder and shall not be subject to the direction or control of the Mortgagor.

3. Taxes. Mortgagor shall immediately pay, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and all other charges of whatever kind, ordinary or extraordinary, which may be levied or imposed against the premises, and to furnish to Mortgagee official receipts therefor within thirty (30) days after payment thereof, provided, however, if Mortgagee has not suspended the monthly deposits for taxes required by paragraph 2 hereof, Mortgagee, at its option, either may make such deposits available to Mortgagor for the payments required under this paragraph 3, or may make such payments on behalf of Mortgagor.

4. Insurance.

(a) Casualty. Mortgagor shall keep the improvements now existing or hereafter erected on the premises constantly insured against loss or damage under such types and forms of insurance policies and in such amounts and for such periods as Mortgagee may from time to time require, and Mortgagor shall pay promptly, when due, any premiums on such insurance, provided, however, that if the Mortgagee has not suspended the monthly deposits for insurance required by paragraph 2 hereof, Mortgagee, at its option, either may make such deposits available to Mortgagor for the payments required under this paragraph 4(a), or may make such payments on behalf of Mortgagor. Unless Mortgagee otherwise agrees, all such insurance shall provide "all risk" agreed value replacement cost coverage and shall be carried with companies having a Best's rating of A+ or A acceptable to the Mortgagee and the policies and renewals (or certificates evidencing same), marked by the insurer "PAID", shall be delivered to the Mortgagee at least thirty (30) days before the expiration of the old policies and shall have attached thereto standard noncontributing mortgage clauses in favor of and entitling the Mortgagee alone to collect any and all of the proceeds payable under all such insurance, as well as standard waiver of subrogation endorsements. Mortgagor shall not carry separate insurance, concurrent in kind or form and contributing in the event of loss, with any insurance required hereunder. In the event of a change in ownership or of occupancy of the premises (if approved in writing by Mortgagee), immediate notice thereof by mail shall be delivered to all insurers. In the event of any loss covered by such insurance, Mortgagor shall immediately notify Mortgagee in writing, and Mortgagor hereby authorizes and directs each and every insurance company concerned to make payments for such loss directly and solely to Mortgagee (who may, but need not,

make proof of loss) and Mortgagee is hereby authorized to adjust, collect, and compromise in its discretion all claims under all policies, and Mortgagor shall sign, upon demand by Mortgagee, all receipts, vouchers, and releases required by such insurance companies. After deducting any costs of collection, Mortgagee may use or apply the proceeds, at its option, (i) as a credit upon any portion of the indebtedness secured hereby, or (ii) to repairing and restoring the improvements in which event the Mortgagee shall not be obliged to see to the proper application thereof nor shall the amount so released or used for restoration be deemed a payment on the indebtedness secured hereby, or (iii) to deliver same to the Mortgagor. In the event Mortgagee shall elect to apply such proceeds to restoring the improvements, such proceeds shall be made available, from time to time, upon Mortgagee being furnished with satisfactory evidence of the estimated cost of such restoration and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments as Mortgagee may reasonably require and approve, and if the estimated cost of the work exceeds ten percent (10%) of the original principal amount of the indebtedness secured hereby, with all plans and specifications for such rebuilding or restoration as Mortgagee may reasonably require and approve. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed, from time to time, and at all times the undisbursed balance of said proceeds remaining in the hands of Mortgagee shall be at least sufficient to pay for the cost of completion of the work, free and clear of any liens. In the event of foreclosure of this Mortgage, or other transfer of title to the premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor, in and to any insurance policies then in force, and any claims or proceeds thereunder shall pass to Mortgagee or any purchaser or grantee. In the event Mortgagee, in its reasonable discretion, determines that any insurance provided by Mortgagor, does not comply with the insurance requirements set forth herein, then Mortgagee may, at any time and at its own discretion, procure and substitute for any and all of the insurance so held as aforesaid, such other policy or policies of insurance, in such amount and carried in such company as it may determine, the cost of which shall be repaid to Mortgagee by Mortgagor upon demand. Mortgagor shall furnish to Mortgagee, upon its request, estimates or appraisals of insurable value, without cost to the Mortgagee, such as are regularly and ordinarily made by insurance companies to determine the then replacement cost of the building or buildings and improvements on the premises.

(b) Liability. Mortgagor shall carry and maintain comprehensive public liability insurance as may be required from time to time by Mortgagee in forms, amounts, and with companies having a Best's rating of A+ or A or satisfactory to Mortgagee, and Mortgagor will apply all insurance proceeds under such policies to the payment and discharge of the liabilities in respect of which such proceeds are collected. It is understood and agreed that the amount of coverage shall not be less than One Million and No/100 Dollars (\$1,000,000.00) single limit and Three Million and No/100 Dollars (\$3,000,000.00) umbrella coverage and that the policy shall name Mortgagee as an additional insured party thereunder. Certificates of such insurance, premiums prepaid, shall be deposited with Mortgagee and shall contain provision for twenty (20) days' notice to Mortgagee prior to any cancellation thereof.

(c) Loss of Rents. Mortgagor shall carry and maintain Loss of Rents Insurance covering the loss of a minimum of six (6) months' rental income from the premises, in form and with companies satisfactory to Mortgagee. Certificates of such insurance, premiums prepaid, shall be deposited with Mortgagee and shall contain provision for twenty (20) days' notice to Mortgagee prior to any cancellation thereof.

5. Preservation, Restoration and Use of Premises. Mortgagor shall complete, within a reasonable time, any building or buildings or other improvements now or at any time in the process of being constructed upon the real estate. No building or other improvement on the premises shall (except as required by law) be altered, removed, or demolished nor shall any fixtures or appliances on, in or about said buildings or improvements be severed, removed, sold or mortgaged, without the prior written consent of Mortgagee, and in the event of the demolition or destruction in whole or in part of any of the fixtures, chattels, or articles of personal property covered hereby or by any separate security agreement given in conjunction herewith, the same shall be replaced promptly by similar fixtures, chattels, and articles of personal property at least equal in quality and condition to those replaced, free from

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any security interest in or encumbrances thereon or reservation of title thereto. Subject to the provisions of paragraph 4 hereof, Mortgagor shall promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed. The buildings and improvements shall be so restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. Mortgagor shall not permit, commit, or suffer any waste, impairment, or deterioration of the premises or any part or improvement thereof, and shall keep and maintain the premises and every part thereof in good repair and condition and effect such repairs as Mortgagee may reasonably require, and, from time to time, make all needful and proper replacements and additions thereto so that said buildings, fixtures, machinery, and appurtenances will, at all times, be in good condition, fit and proper for the respective purposes for which they were originally erected or installed. Mortgagor shall not suffer or permit the premises to be abandoned or to be used for a purpose other than that for which the premises are presently used, or represented to Mortgagee to be used. Mortgagor shall not subject the premises to any use covenants or restrictions and shall not initiate, join in or consent to any change in any existing private restrictive covenant, zoning ordinance, or other public or private restriction limiting or defining the uses which may be made of or the kind of improvements which can be constructed or placed on the premises or any part thereof, and shall promptly notify Mortgagee of, and appear in and defend, at its sole cost and expense, any such proceedings seeking to effect any of the foregoing. Mortgagor shall not subdivide the real estate and shall not subject the premises to the provisions of the condominium laws of the state in which the premises are situated.

6. Compliance with Governmental, Insurance and Other Requirements. Mortgagor shall comply with all statutes, ordinances, orders, requirements, or decrees relating to the premises or the use thereof of any federal, state, or municipal authority, and shall observe and comply with all conditions and requirements necessary to maintain in force the insurance required under paragraph 4 hereof and to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions, and nonconforming uses) privileges, franchises, and concessions which are applicable to the premises or which have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the premises. In the event that any building or other improvement on the premises must be altered or removed to enable Mortgagor to comply with the foregoing provisions of this paragraph 6, Mortgagor shall not commence any such alterations or removals without Mortgagee's prior approval of the need therefor and the plans and specifications pertaining thereto. After such approval, which shall not be unreasonably withheld or delayed, Mortgagor, at its sole cost and expense, shall effect the alterations or removal so required and approved by Mortgagee. Mortgagor shall not by act or omission permit any building or other improvement on land not subject to the lien of this Mortgage to rely on the premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises or any interest therein to be so used. Similarly, no building or other improvement on the premises shall rely on any land not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Mortgagor shall not by act or omission impair the integrity of the premises as a single zoning lot separate and apart from all other premises. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this paragraph shall be void.

7. Liens, Encumbrances and Transfers of Ownership. Mortgagor shall keep the premises free from liens of mechanics and materialmen and from all other liens, charges, and encumbrances of whatever nature, regardless of (i) whether the same arise voluntarily or involuntarily on the part of Mortgagor and (ii) whether the same are subordinate to, prior to, or on a parity with the lien of this Mortgage, and shall furnish to Mortgagee satisfactory evidence of the payment and discharge of any such liens, charges, and encumbrances, asserted or claimed to exist against the premises, excepting, however, any lien or encumbrance expressly consented to by Mortgagee with respect to which Mortgagor shall pay, when due, the indebtedness secured thereby and upon Mortgagee's request, furnish to Mortgagee satisfactory evidence of such payment or payments. In the event Mortgagor shall, without the prior written consent of Mortgagee, sell, transfer, convey, encumber, or assign the title to all or any portion of the premises, or the rents, issues, or profits therefrom,

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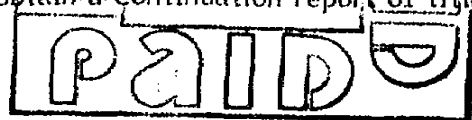
whether by operation of law, voluntarily, or otherwise, or shall contract to do any of the foregoing, or in the event the owner, or if there be more than one, any of the owners, of the beneficial interest in the trust of which Mortgagor is trustee (any such owner being hereinafter referred to as a "Beneficial Owner") shall, without the prior written consent of Mortgagee, transfer or assign all or any portion of such beneficial interest, or the rents, issues, or profits from the premises (including, without being limited to, a collateral assignment), whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing, Mortgagee, at its option, shall then have the unqualified right to accelerate the maturity of the Note, causing the full principal balance, accrued interest, and prepayment premium, if any, to be immediately due and payable without notice to Mortgagor.

8. Stamp Tax. If at any time the United States government or any state, or municipal government shall require Internal Revenue or other documentary stamps hereon or on the Note secured hereby, or shall otherwise impose a tax or impose an assessment on this Mortgage or on the Note or shall require payment of an interest equalization tax upon the indebtedness secured hereby, then the said indebtedness and the accrued interest thereon shall be and become due and payable at the election of Mortgagee thirty (30) days after the mailing of notice of such election to Mortgagor, provided, however, said election shall be unavailing and this Mortgage and the Note shall be and remain in effect, if Mortgagor lawfully may pay for such stamps or such tax including interest and penalties thereon to or on behalf of Mortgagee and Mortgagor does in fact pay, when payable, for all such stamps or such tax, as the case may be, including interest and penalties thereon.

9. Effect of Change in Laws Regarding Taxation. In the event of the enactment, after the date of this Mortgage, of any law of the state in which the premises are located deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor; provided, however, that if, in the opinion of counsel for Mortgagee, (i) it might be unlawful to require Mortgagor to make such payment or (ii) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then, and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable within thirty (30) days from the giving of such notice. Notwithstanding the foregoing, Mortgagor shall not be obligated to pay any portion of Mortgagee's federal or state income tax.

10. Mortgagee's Performance of Defaulted Acts. In case of default herein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient by Mortgagee. By way of illustration and not in limitation of the foregoing, Mortgagee may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise, or settle any tax lien or other prior or junior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the premises or contest any tax or assessment. Mortgagee is hereby authorized to make or advance, in the place and stead of the Mortgagor, any payment relating to taxes, assessments, water rates, sewer rentals, and other governmental or municipal charges, fines, impositions, or liens asserted against the premises and may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien, or title or claim thereof; and the Mortgagee is further authorized to make or advance in the place and stead of the Mortgagor any payment relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim, or charge, or payment otherwise relating to any other purpose herein and hereby authorized, but not enumerated in this paragraph, and may do so whenever, in its judgment and discretion, such advance or advances shall seem necessary or desirable to protect the full security intended to be created by this instrument, and in connection with any such advance, Mortgagee, at its option, may and is hereby authorized to obtain a continuation report of title or

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title insurance policy prepared by a title insurance company of Mortgagee's choosing. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Mortgagee to protect the premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable by Mortgagor to Mortgagee without notice and with interest thereon at the Default Interest Rate. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

11. Eminent Domain. Any and all awards heretofore or hereafter made or to be made to the present and all subsequent owners of the premises, by any governmental or other lawful authority for taking, by condemnation or eminent domain, the whole or any part of the premises or any improvement located thereon or any easement therein or appurtenant thereto (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof), are hereby assigned by Mortgagor to Mortgagee, which award Mortgagee is hereby authorized to collect and receive from the condemnation authorities, and Mortgagee is hereby authorized to give appropriate receipts and acquittances therefor. Mortgagor shall give Mortgagee immediate notice of the actual or threatened commencement of any such proceedings under condemnation or eminent domain, affecting all or any part of the said premises or any easement therein or appurtenance thereof, including severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor shall make, execute, and deliver to Mortgagee, at any time or times upon request, free, clear, and discharged of any encumbrances of any kind whatsoever, any and all further assignments and instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning to Mortgagee all awards and other compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any such proceeding. 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 of its expenses in connection with such proceedings, including costs and attorneys' fees, to the reduction of the indebtedness secured hereby or to restoring the improvements, in which event the same shall be paid out in the same manner as is provided, with respect to insurance proceeds, in paragraph 4(a) hereof.

12. Acknowledgment of Debt. Mortgagor shall furnish from time to time within seven (7) days after Mortgagee's request, a written statement, duly acknowledged, verifying the amount due upon this Mortgage (as reflected on the books and records of Mortgagee) and whether any alleged offsets or defenses exist against the indebtedness secured by this Mortgage.

13. Rents and Leases. That all right, title and interest of the Mortgagor in and to all present leases affecting the premises, and including and together with any and all future leases upon all or any part of the premises, and together with all of the rents, income, receipts, revenues, issues and profits from or due or arising out of the premises have been transferred and assigned simultaneously herewith to the Mortgagee as further security for the payment of said indebtedness under provisions of certain instruments captioned "Assignment of Rents" and "Assignment of Lessor's interest in Lease(s)", both of even date herewith, executed by Mortgagor and to be recorded simultaneously herewith, the terms, covenants and conditions of which are hereby expressly incorporated herein by reference and made a part hereof, with the same force and effect as though the same were more particularly set forth herein. All leases affecting the premises shall be submitted by the Mortgagor to the Mortgagee for its approval prior to the execution thereof. All approved and executed leases shall be specifically assigned to Mortgagee by instrument in form satisfactory to Mortgagee. All or any such leases, shall, at the option of Mortgagee, be paramount or subordinate to this Mortgage.

14. Inspection of Premises. Mortgagor shall permit Mortgagee or its agents to inspect the premises at all reasonable times, and access thereto shall be permitted for such purpose.

15. Inspection of Books and Records. Mortgagor shall keep and maintain full and correct records showing in detail the income and expenses of the

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premises and within ten (10) days after demand therefor shall allow Mortgagee to examine such books and records and all supporting vouchers and data at any time and from time to time on request at its offices, hereinbefore identified, or at such other location as may be mutually agreed upon.

16. Future Advances. Mortgagee may, at its option upon request of Mortgagor, at any time before full payment of this Mortgage, make further advances to Mortgagor, and the same with interest shall be on a parity with, and not subordinate to, the indebtedness evidenced by the Note and shall be secured hereby in accordance with all covenants and agreements herein contained, provided, that the amount of principal secured hereby and remaining unpaid shall not, including the amount of such advances, exceed the original principal sum secured hereby, and provided, that if Mortgagee shall make further advances as aforesaid, Mortgagor shall repay all such advances in accordance with the note or notes, or agreement or agreements, evidencing the same, which Mortgagor shall execute and deliver to Mortgagee and which shall be payable no later than the maturity of this Mortgage and shall include such other terms as Mortgagee shall require.

17. Purpose of Loan. The entire proceeds of the Note will be used for the purposes specified in Section 4(l)(c) of Chapter 74, Illinois Revised Statutes, and the indebtedness secured hereby constitutes a "business loan" which comes within the purview of said Section 4(l)(c).

18. Illegality of Terms Hereof. Nothing herein or in the Note contained nor any transaction related thereto shall be construed or shall so operate, either presently or prospectively, (i) to require Mortgagor to pay interest at a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate, or (ii) to require Mortgagor to make any payment or do any act contrary to law, and if any clause and provision herein contained shall otherwise so operate to invalidate this Mortgage, in whole or in part, then such clauses and provisions only shall be held for naught as though not herein contained and the remainder of this Mortgage shall remain operative and in full force and effect, and Mortgagee shall be given a reasonable time to correct any such error.

19. Subrogation. In the event the proceeds of the loan made by Mortgagee to Mortgagor, or any part thereof, or any amount paid out or advanced by Mortgagee, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon the premises or any part thereof, then Mortgagee shall be subrogated to such other lien or encumbrance and to any additional security held by the holder thereof and shall have the benefit of the priority of all of same.

20. Mortgagee's Right to Deal with Transferee. In the event of the voluntary sale, or transfer by operation of law, or otherwise, of all or any part of said premises, Mortgagee is hereby authorized and empowered to deal with such vendee or transferee with reference to said premises, or the debt secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might with Mortgagor, without in any way releasing or discharging Mortgagor from said Mortgagor's covenants and undertakings hereunder, specifically including paragraph 7 hereof, and without Mortgagee waiving its rights to accelerate the Note as set forth in said paragraph 7.

21. Execution of Security Agreement and Financing Statement. Mortgagor, within ten (10) days after request by mail, shall execute, acknowledge, and deliver to Mortgagee a Security Agreement, Financing Statement, or other similar security instrument, in form satisfactory to Mortgagee, covering all property, of any kind whatsoever owned by Mortgagor, which, in the sole opinion of Mortgagee, is essential to the operation of the premises and concerning which there may be any doubt as to whether the title to same has been conveyed by or a security interest therein perfected by this Mortgage under the laws of the State of Illinois and shall further execute, acknowledge, and deliver any financing statement, affidavit, continuation statement, or certificate or other documents as Mortgagee may request in order to perfect, preserve, maintain, continue, and extend the security instrument. Mortgagor further agrees to pay to Mortgagee, on demand, all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing, and refileing of any such document.

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22. Releases. Mortgagee, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens, may release any part of the premises or any person liable for any indebtedness secured hereby, without in any way affecting the liability of any party to the Note and this Mortgage or guaranty, if any, given as additional security for the indebtedness secured hereby and without in any way affecting the priority of the lien of this Mortgage, and may agree with any party obligated on said indebtedness herein to extend the time for payment of any part or all of the indebtedness secured hereby. Such agreement shall not, in any way, release or impair the lien created by this Mortgage, or reduce or modify the liability, if any, of any person or entity personally obligated for the indebtedness secured hereby, but shall extend the lien hereof as against the title of all parties having any interest in said security which interest is subject to the indebtedness secured by this Mortgage.

23. Expenses Incurred by Mortgagee. Any costs, damages, expenses or fees, including attorney's fees, incurred by Mortgagee in connection with (i) sustaining the lien of this Mortgage or its priority, (ii) obtaining any commitment for title insurance or title insurance policy, (iii) protecting the premises, (iv) protecting or enforcing any of Mortgagee's rights hereunder, (v) recovering any indebtedness secured hereby, (vi) any litigation or proceedings (including, but not limited to, bankruptcy, probate and administrative law proceedings) affecting this Mortgage, the Note, or the premises, or (vii) preparing for the commencement, defense or participation in any threatened litigation or proceedings as aforesaid, or as otherwise enumerated in paragraph 24(b) hereof, shall be so much additional indebtedness secured hereby and shall be immediately due and payable by Mortgagor, without notice, with interest thereon at the Default Interest Rate.

24. Remedies on Default.

(a) Acceleration of Indebtedness, Foreclosure. Upon any default by Mortgagor in the payment of the principal sum secured hereby, or of any installment thereof, or of interest thereon or of any installment thereof, as they severally become due, or in the performance or observance of any other term, covenant, or condition in this Mortgage or in the Note or in any instrument now or hereafter evidencing or securing said indebtedness, or if Mortgagor, or any Beneficial Owner, shall (i) consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets, or (ii) be adjudicated a bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due, or (iii) make a general assignment for the benefit of creditors, or (iv) file a petition or answer seeking reorganization or arrangement with creditors, or (v) file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization, or insolvency proceedings, or (vi) take any action for the purpose of effecting any of the foregoing, or if any order, judgment, or decree shall be entered upon an application of a creditor of Mortgagor (as trustee, if at the time Mortgagor is a trustee) or of any Beneficial Owner by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of the assets of Mortgagor (as trustee, if at the time Mortgagor is a trustee), or the assets of any Beneficial Owner and such order, judgment, or decree shall continue unstayed and in effect for any period of 60 consecutive days, then, upon the occurrence of any of said events, the entire indebtedness secured hereby shall, at the option of Mortgagee, and without notice to Mortgagor, become immediately due and payable and, thereupon, or at any time during the existence of any such default, Mortgagee may proceed to foreclose this Mortgage by judicial proceedings according to the statutes in such case provided, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. Mortgagee may be the purchaser at any foreclosure sale of the premises or any part thereof.

(b) Expense of Litigation. In any suit to foreclose the lien of this Mortgage or enforce any other remedy of Mortgagee under this Mortgage or the Note there shall be allowed and included, as additional indebtedness in the judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, survey 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 insurance

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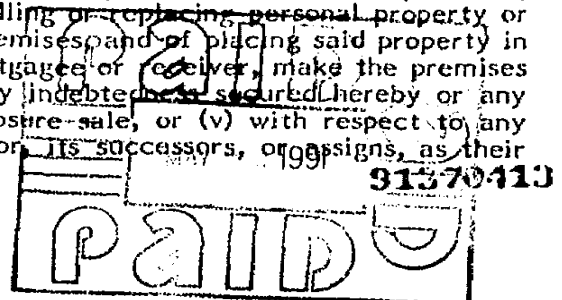
policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the premises.

(c) Mortgagee's Right of Possession in Case of Default. In any case in which, under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings whether or not the entire principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises, or any part thereof, personally or by its agent or attorneys, as for condition broken and Mortgagee in its discretion may enter upon and take and maintain possession of all or any part of said premises, together with all documents, books, records, papers, and accounts of Mortgagor or the then manager of the premises relating thereto, and may exclude Mortgagor, its agents, or servants, wholly therefrom and may, as attorney in fact or agent of Mortgagor, or in its own name as Mortgagee and under the powers herein granted: (i) hold, operate, manage, and control the premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues and profits of the premises including actions for recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor, (ii) cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same, (iii) elect to disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof, (iv) extend or modify any then existing leases and make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the premises are subject to the lien hereof and to be also binding upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser, (v) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the premises as to Mortgagee may seem judicious, (vi) insure and reinsure the premises and all risks incidental to Mortgagee's possession, operation, and management thereof, and (vii) receive all avails, rents, issues and profits.

(d) Application of Rental Proceeds. Any avails, rents, issues and profits of the premises received by Mortgagee after having possession of the premises, or pursuant to any assignment thereof to Mortgagee under the provisions of this Mortgage or of any separate Assignment of Rents or Assignment of Leases, shall be applied in payment of or on account of the following, in such order as Mortgagee (or in case of a receivership, as the court) may determine: (i) to the payment of the operating expenses of the premises, including reasonable compensation to Mortgagee or the receiver and its agent or agents, if management of the premises has been 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 and the payment of premiums on insurance hereinabove authorized, (ii) to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the premises, or which may become a lien prior to the lien of this Mortgage, (iii) 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 personal property or fixtures necessary to the operation of the premises and of placing said property in such condition as will, in the judgment of Mortgagee or receiver, make the premises readily rentable, (iv) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale, or (v) with respect to any overplus or remaining funds, to the Mortgagor, its successors, or assigns, as their rights may appear.

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(c) Appointment of Receiver. Upon or at any time after the filing of any complaint to foreclose this Mortgage, Mortgagor consents upon application by Mortgagee to the appointment of a receiver of the premises. Such appointment may be made either before or after sale without notice and without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and without bond being required of the applicant. Such receiver shall have the power to take possession, control, and care of the premises and to collect the rents, issues, and profits of the premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption (provided that the period of redemption has not been waived by Mortgagor), as well as during any further times when Mortgagor, its heirs, administrators, executors, successors, or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues, and profits, and all other powers which may be necessary or are useful in such cases for the protection, possession, control, management, and operation of the premises, during the whole of said period. To the extent permitted by law, said receiver may be authorized by the court to extend or modify any then existing leases and to make new leases, which extensions, modifications, and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder it being understood and agreed that any such leases and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser.

(f) Application of Proceeds From Foreclosure Sale. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: (i) on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in paragraph 24(b) hereof, (ii) all other items which, under the terms hereof, constitute secured indebtedness additional to that evidenced by the Note, with interest thereon, at the Default Interest Rate, (iii) all principal and interest remaining unpaid on the Note, and (iv) any overplus to Mortgagor, its successors, or assigns, as their rights may appear.

(g) Rescission of or Failure to Exercise. The failure of Mortgagee to exercise the option for acceleration of maturity or of foreclosure following any default as aforesaid or to exercise any other option granted to Mortgagee hereunder in any one or more instances, or the acceptance by Mortgagee of partial payments hereunder shall not constitute a waiver of any such default, nor extend or affect the grace period, if any, but such option shall remain continuously in force. Acceleration of maturity, once claimed hereunder by Mortgagee, may, at the option of Mortgagee, be rescinded by written acknowledgment to that effect by Mortgagee, and shall not affect Mortgagee's right to accelerate the maturity for any future default.

(h) Waiver of Statutory Rights. Mortgagor shall not apply for or avail itself of any appraisal, valuation, redemption, stay, extension, or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety. Mortgagor acknowledges and agrees that the land covered by this Mortgage at the time of execution hereof is not improved with a dwelling for not more than four families and that the proceeds of the loan secured hereby have not been, are not being and will not be used, in whole or in part, to finance the construction of a dwelling for not more than four families and that the land covered by this Mortgage is not used or intended to be used for agricultural purposes. Mortgagor warrants it has been authorized or empowered by the trust instrument or by a person having a power of direction over Mortgagor to, and Mortgagor does hereby waive any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on behalf of Mortgagor, the trust estate, all persons beneficially interested

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therein, and each and every person except decree or judgment creditors of Mortgagor in its representative capacity and of the trust estate, acquiring any interest in or title to the premises subsequent to the date hereof.

(i) Tender of Payment After Acceleration. Upon default by Mortgagor and following the acceleration of maturity as aforesaid, a tender of payment of the amount necessary to satisfy the entire indebtedness secured hereby made at any time prior to foreclosure sale by Mortgagor, its successors or assigns or by anyone in behalf of Mortgagor, its successors or assigns shall constitute an evasion of the prepayment privilege and shall be deemed to be a voluntary prepayment hereunder and such prepayment to the extent permitted by law, will therefore include a premium required under the prepayment privilege, if any, contained in the Note. In case, after legal proceedings are instituted to foreclose the lien of this Mortgage, tender is made of the entire indebtedness due hereunder, Mortgagor shall be entitled to reimbursement for expenses incurred in connection with such legal proceedings, including such expenditures as are enumerated above, and such expenses shall be so much additional indebtedness secured by this Mortgage, and no such suit or proceedings shall be dismissed or otherwise disposed of until such fees, expenses, and charges shall have been paid in full.

25. Default Interest Rate. The term "Default Interest Rate" is deemed to mean an interest at the rate of fifteen percent (15%) per annum until any default under the terms of the Note or pursuant to the terms hereof has been cured.

26. Rights and Remedies are Cumulative. All rights and remedies herein provided are cumulative and the holder of the Note secured hereby and of every other obligation secured hereby may recover judgment hereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right afforded by this Mortgage.

27. Giving of Notice. All notices to Mortgagor that are either required or contemplated in connection with this Mortgage shall be in writing, and shall be deemed given upon the earlier of the actual receipt thereof by Mortgagor and forty-eight (48) hours after mailing the same to Mortgagor at Mortgagor's address first above written with postage prepaid via certified first class mail. By notice complying with the foregoing provisions of this section, Mortgagor may from time to time change its address for notice purposes, except that any such notice shall not be deemed delivered until actually received. Except as otherwise specifically required, notice of the exercise of any option granted to the Mortgagor herein, or in the Note secured hereby, is not required to be given.

28. Time is of the Essence. It is specifically agreed that time is of the essence of this Mortgage. The waiver of the options or obligations secured hereby shall not at any time thereafter be held to be abandonment of such rights.

29. Mortgagee's Lien for Service Charge 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 this transaction.

30. Uniform Commercial Code. To the extent that this instrument may operate as a security agreement under the Uniform Commercial Code, Mortgagor shall have all rights and remedies conferred therein for the benefit of a Secured Party (as said term is defined in the Uniform Commercial Code).

31. Certified Annual Operating Statements. Mortgagor shall furnish to Mortgagee, within ninety (90) days after the close of each fiscal year of Mortgagor, a balance sheet and statement of income and expenses of the premises (and also of Beneficial Owner, if so required by Mortgagee), signed and certified by a certified public accountant acceptable to Mortgagee. Such report shall contain such detail and embrace such items as Mortgagee may reasonably require. In the event such balance sheet and statement are not in a form acceptable to Mortgagee, or the Mortgagee fails to furnish same, the Mortgagee shall have the right of audit at the expense of Mortgagor.

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32. Covenants to Run with The Land. All the covenants hereof shall run with the land.

33. Captions. The captions and headings of various paragraphs 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.

34. Construction. The place of contract and payment being located in Illinois, this Mortgage and the rights and indebtedness hereby secured shall be construed and enforced according to the laws of the State of Illinois.

35. Binding on Successors and Assigns, etc. This Mortgage and all provisions hereof shall extend and be binding upon Mortgagor's successors and assigns and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include and refer to (in addition to Mortgagor) all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The word "Mortgagee" 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. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

36. Further Assurances. Upon request of Mortgagee, Mortgagor will execute, acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage.

37. Right to Contest Taxes and Mechanics' Liens. The obligations of Mortgagor under paragraphs 3 and 7 hereof, and the rights of Mortgagee under paragraph 11 hereof, are subject to the right Mortgagor shall have to contest in good faith the validity or amount of any tax or assessment or lien arising from any work performed at or materials furnished to the premises which right, however, is conditional upon (i) such contest having the effect of preventing the collection of the tax, assessment or lien so contested and the sale or forfeiture of the premises or any part thereof or interest therein to satisfy the same, (ii) Mortgagor giving Mortgagee written notice of its intention to contest the same in a timely manner, which, with respect to any contested tax or assessment, shall mean before any such tax, assessment or lien has been increased by any penalties or costs, and with respect to any contested mechanic's lien claim, shall mean within ten (10) days after Mortgagor receives actual notice of the filing thereof, (iii) Mortgagor making and thereafter maintaining with Mortgagee or such other depository as Mortgagee may designate, a deposit of cash (or United States government securities, in discount form, or other security as may, in Mortgagee's sole discretion, be acceptable to Mortgagee, and in either case having a present value equal to the amount herein specified) in an amount not less than 125% of the amount which, in Mortgagee's reasonable opinion, determined from time to time, shall be sufficient to pay in full such contested tax, assessment or lien and penalties, costs and interest that may become due thereon in the event of a final determination thereof adverse to Mortgagor, or in the event Mortgagor fails to prosecute such contest as herein required, and (iv) Mortgagor diligently prosecuting such contest by appropriate legal proceedings. In the event Mortgagor shall fail to prosecute such contest with reasonable diligence or shall fail to maintain sufficient funds, or other security as aforesaid, on deposit as hereinabove provided, Mortgagee may, at its option, liquidate the securities deposited with Mortgagee, and apply the proceeds thereof and other monies deposited with Mortgagee in payment of, or on account of, such taxes, assessments, or liens or any portion thereof then unpaid, including the payment of all penalties and interest thereon.

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38. Disbursements of Proceeds of the Note for Construction of Improvements. The proceeds of the loan evidenced by the Note are intended to finance the construction of improvements on the premises in accordance with the provisions of a certain Construction Loan Agreement dated of even date herewith by and between Mortgagor and Mortgagee ("Construction Loan Agreement"). All advances made and indebtedness arising and accruing under the Construction Loan Agreement, from time to time, whether or not the total amount thereof may exceed the face amount of the Note, shall be secured hereby and said Construction Loan Agreement is

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fully incorporated into this Mortgage to the same extent as if fully set forth herein. The occurrence of any event of default under said Construction Loan Agreement not cured by the times permitted therein, if any, shall constitute a default under this Mortgage entitling the holder of the Note to all of the rights and remedies conferred upon the said holder by the terms of this Mortgage, the Construction Loan Agreement, or by law. In the event of the conflict between the terms of this Mortgage, the Note, and the terms of the Construction Loan Agreement (including, but not limited to, provisions relating to notice or waiver thereof), those of the Construction Loan Agreement shall govern and prevail over those of this Mortgage and the Note.

It is contemplated that after the completion of improvements on the premises, this Mortgage and the Note secured hereby will be purchased by Old Stone Bank of Providence, Rhode Island. From and after such purchase, the foregoing provisions of this paragraph shall be terminated and no longer effective, and hereafter no defenses, offsets, or counterclaims available to the Mortgagor, its beneficiaries, successors, and assigns arising out of the said Construction Loan Agreement shall be valid or effective as against the indebtedness, evidenced by the Note secured hereby or as against said Old Stone Bank, its successors, or assigns, all said defenses, offsets, and counterclaims being waived insofar as the said indebtedness and Old Stone Bank, its successors, and assigns are concerned, and no party to said Construction Loan Agreement shall thereafter look to this Mortgage for any right or remedy under said Construction Loan Agreement nor shall any provision of said Construction Loan Agreement thereafter operate to modify, limit, impair, or prejudice any right or remedy hereunder, which may be had or exercised by Old Stone Bank, its successors, or assigns.

39. Exculpation. This Mortgage is executed by New Lenox State Bank, not personally, but as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee (and said Mortgagor hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said Mortgagor personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such personal liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor is personally concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look to the premises hereby conveyed for the payment thereof by the enforcement of the lien hereby created in the manner herein and in the Note provided and to any other security given for the indebtedness evidenced by the Note.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed the day and year first written above.

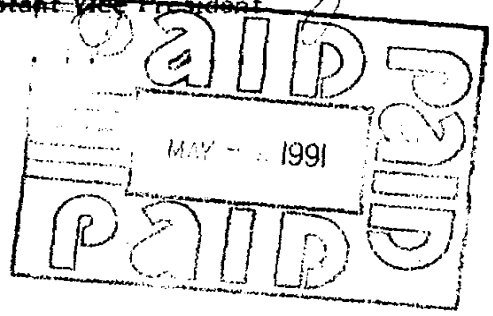
New Lenox State Bank
an Illinois corporation,
not personally, but as
Trustee, as aforesaid

By: Dwight H. Egle
Its Assistant Vice President

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ATTEST:

By: [Signature]
Its Assistant Secretary A.T.O.



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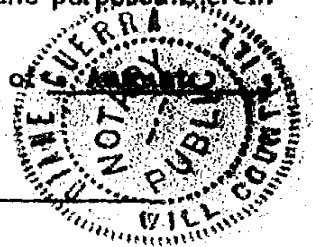
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

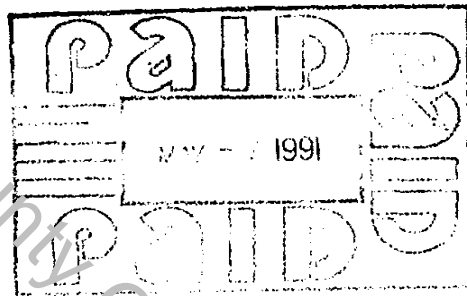
I, Diane Guerra, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DWight W. Egle, ~~Assistant~~ President of New Lenox State Bank, an Illinois corporation, and Jo Ann Gleason A.T.O., ~~Assistant Secretary~~ of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said corporation as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 28 day of July 1979

Diane Guerra
Notary Public



My commission expires: 7-25-82



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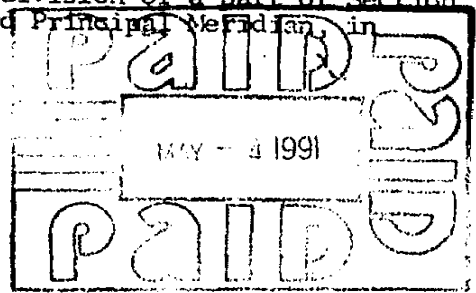
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EXHIBIT A

Lot 17 (except the Northwesterly 41.30 feet thereof (measured perpendicularly) and the Northwesterly 61.30 feet (measured perpendicularly) of Lot 18 in the 95th and Tri-State Industrial Development, a Subdivision of a part of Section 12, Township 37 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.



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