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UNOFFICIAL CORY - 277 -4 PK 1: 168

BOX 333

92910661

COMMERCIAL MORTGAGE

GRANTOR HARRIS BANK ROSELLE, as Trustee, under Trust Agreement No. 13453 dated NOVEMBER 5, 1992.	BORROWER The Borrowers shown on the Promissory Notes and Agreements shown below.	
ADDRESS	ADDRESS	
2401 W. SCHAUMBURG ROAD SCHAUMBURG, IT: 50224 TELEPHONE NO. DENTIFICATION NO. 708-307-2800	TELEPHONE NO. IDENTIFICATION NO. 708-307-2800	

- 1. GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenancie; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property").
 - 2. OBLIGATIONS. This Mortgage = Physecure the payment and performance of all of Borrower and Grantor's present and future, Indebtedness, liabilities, obligations and covenants (cumulatively "C" ligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements: PRINCIPAL AMOUNY FUNDING/ WAYURITY CUSTOMER LOAN INTEREST CREDIT LIMIT AGREEMENT DATE DATE NUMBER NUMBER RATE 12/01/97 8200856 51 MD 9.000% \$942,794.00 12/01/92

- X all other present or future obligations of Borrower or Gran or to Lender (whether Incurred for the same or different purposes than the foregoing);
- b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing.
- 3. PURPOSE. This Mortgage and the Obligations described herein are executed and incurred for commercial purposes.
- 4. FUTURE ADVANCES. [] This Mortgage secures the repayment of all a tve ices that Lender may extend to Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit loans described in pair graph 2. The Mortgage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such advances are obligator, or to be made at the option of Lender to the same extent as if such future advances were made on the date of the execution of this Mortgage, and althourn there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage under the primisery notes and agreements described above may increase or decrease from time to time, but the total of all such indebtedness so secured shall not exceed 200% of the principal amount stated in paragraph 2. Mortgage secures the repayment of all advances that Lender may extend to Borrower or Granor under the promissory notes and other agreements described in paragraph 2, but the total of all such indebtedness so secured shall not exceed 200% of the principal amount stated in paragraph 2.
- 5. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all ancients expended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to uncounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.
 - 6. CONSTRUCTION PURPOSES. If checked, [] this Mortgage secures an indebtedness for construction, purposes.
 - 7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Linder that:
 - (a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference.
 - (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, disclined sold, and disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transported any Hazardous Materials to or "or the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance material, or waste which is or becomes required by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable as pestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "nazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clear Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;
 - (c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;
 - (d) No action or proceeding is or shall be pending or threatened which might materially affect the Property;
 - (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.
- 8. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is it corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare the surns secured by this Mortgage to be immediately due and payable, and Lender may Invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.
- 9. INQUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.
- 10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any lense or other agreement ('Agreement') pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.
- 11. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the Indebtedness

owing to Grantor from these third parties up it the giving of such notification. In the event that Oranton or assessed receives possession of any indifferent or other remittances with respect to the kinds a finest propagation of any indifferent or other remittances constitute the prepayment of any indebtedness or sample must any inautance or other remittances of constitute the prepayment of any indebtedness or sample must be investigated by the constitute of prepayment of any indeptedness of a payment of any inautance of absentiation process. Give of strain not such instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be flable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom

- 12. USE AND MAINTENANCE OF PROPERTY, Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.
- 13. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage"; to the Property or any portion thereof from any case whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.
- 14. INSURANCE. Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, thefr, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. may apply the insurance proceeds to the repair of the Propinty or require the insurance proceeds to be paid to Lender. In the event Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance physical and bearing interest as described in Paragraph 28 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and setting claims under insurance policies, cancelli'... any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurence policies shall be constant, as signed, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Grantor shall be obligated in restore the Property.
- 15. ZONING AND PRIVATE COMEMANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private occuenants affecting the use of the Property without Lender who written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such us to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed gazages to the zoning provisions or private covenants affecting the Property
- 16. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or emineral domain proceeding pertaining to the Property. All monit's payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys fer a logal expenses (to the extent permitted by applicable law) and other costs including apprecial fees. in connection with the condemnation or eminent rumain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event, Grantor shall be obligated to restore or repair the Property.
- 17. LENDER'S RIGHY TO COMMENCE OR DEFENDANCE ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Properly. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to wrip omise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name. Grantor shall cooperate and assist Lander in any action hereunder.
- 18. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its "increholders, directors, officers, employees and agents with written notice of and indemtily and hold Lender harmless from all claims, damages, liabilities, including attorneys' fees and legal expenses, to the extent permitted by applicable law) causes of action, actions, suits and other legal proceedings (cum natively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall in a legal counsel acceptable to Lender to defend Lander from such Claims, and pay the attorneys' fees, legal expenses (to the extent permitted by applicable law) and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claimant Grantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage.
- 19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance promium, taxes and assessments pertaining to the Property as estimated by Lender. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments, and insurance on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to us) said taxes or against the Obligations. Any funds adjusted against the Obligations shall be applied in the inverse order of the due dates thereof.
- 20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its agents to examine and inspect the Property 20. INSPECTION OF PROPERTY, BUCKS, RECORDS AND REPORTS. Grantor shall provide any assistance and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance Taquired by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and information contained in Grantor's books and records shall be genuine, true, accurate and information contained in Grantor's books. complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records planning to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's linantial condition or the Property. The Information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such from a Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects
- 21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the cutstanding balance of the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims will respect to the Obligations and, if so, the natural of such claims, defenses. set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferse with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.
 - 22. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor, Borrower or any guarantor of any Obligation:
 - (a) fails to pay any Obligation to Lender when due;
 - (b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written or oral, agreement;
 (c) allows the Property to be damaged, destroyed, lost or stolen in any material respect;
 (d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender;

 - (e) allow the Property to be used by anyone to transport or store goods the possession, transportation, or use of which, is illegal; or
 - (f) causes Lender to deem itself insecure in good faith for any reason.
- 23. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):
 - (a) to declare the Obligations immediately due and payable in full;

 - (b) to collect the outstanding Obligations with or without resorting to judicial process;
 (c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to

 - (d) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
 (e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;

 - (f) to foreclose this Mortpage;
 (g) to set-off Grantor's Obligations against any amounts due to Lender Including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
 - (h) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

24 WAIVER	OF HOMESTEAD AND CIT LEF RIGHTS City more legeby, which all homestern of city in section is to which Grantor would otherwise be		
contitled under an 25. WAIVER an order of sale in	or REDEMPTION. Grantor, to the extent Grantor may lawfully do so, hereby waives any and all rights to redeem the Property sold under pursuant to foreclosure proceedings, and hereby waives the period of redemption, and any and all rights which would have accrued during		
	period, but for this waiver.		
	CTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender.		
in the following r and costs of the Property, (includ	ATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the fing, but not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the then to any third party as provided by law.		
(including attorned) of right or remedy of allowed by law fr	URSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lender for all amounts eye' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate om the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be interest granted herein.		
attorneys' fees a	ATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lander (including not legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the ations in whatever order Lender chooses.		
documents perta	TOF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other sining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any ed to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall or from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an revocably.		
	GATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous ilen, security interest or encumbrance funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.		
Grantor agrees to	TION COSTS. If I ender hires an attorney to assist in collecting any amount due for enforcing any right or remedy under this Mortgage, o pay Lender's reascure in attorneys' fees and costs.		
33. PARTIAL affecting its inter Property.	RELEASE. Lender may elecase its interest in a portion of the Property by executing and recording one or more partial releases without rest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the		
34. MODIFICATION AND WAIVER. The monification or waiver of any of Grantor's Obligations or Lander's rights under this Mortgage must be contained in a writing signed by Lender. Lender (19) is inform any of Grantor's Obligations or delay or fail to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on cite occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, comprenies, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.			
	SSORS AND ASSIGNS. This Mortgage shill be binding upon and inure to the benefit of Grantor and Lender and their respective ones, receivers, administrators, personal rupi seentatives, legatees and devisees.		
described in this mail, postage pre	S. Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses Mortgage or such other address as the parties may dissipped in writing from time to time. Any such notice so given and sent by certified epaid, shall be deemed given three (3) days after such notice is sent and on any other such notice shall be deemed given when received whom such notice is being given.		
37. SEVERAI enforceable.	BILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and		
and venue of any	BLE LAW. This Mortgage shall be governed by the laws of the strie vihere the Property is located. Grantor consents to the jurisdiction court located in such state.		
and protest excer their Chligations Mortgage or the	ANEOUS. Grantor and Lender agree that time is of the assence. Grantir waives presentment, demand for payment, notice of dishonor as required by law. All references to Grantor in this Mortgage shall include all persons signing below. If there is more than one Grantor, shall be joint and several. Grantor hereby waives any right to trial by july in any civil action arising out of, or based upon, this Property securing this Mortgage. This Mortgage and any related documents approach the complete integrated understanding between ler pertaining to the terms and conditions of those documents.		
40. ADDITION	NAL TERMS.		
SEE EXHI	BIT 'A" ATTACHED HERETO AND MADE A PART HEREOF.		
	BIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.		
Grantor acknowledge	فحظ es that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage.		
Dated: DECEMBER GRANTOR: HARRI	COANT PASTILE COANTOP		
TI. TI.	istoe under Trust Agreement No. 13453		
not personal	ly, but as Trustee		
-	VICULPATORY CLAUSE		
GRANTOR.	It is imprished and coloned by and dominant the parkers are surprised became the FFL content to the content to the colonial to		
	Securities of a plantace to the last the property of the prope		
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GRANTOR:	on the contract of the forestern or approximate or implient all persons beginning the contract beginning that the contract of the contract and the contract of		

GRANTOR.

GRANTOR:

State of	ALCOPY
County of	County of
the undersigned , a notary	l,, a rotary
public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ruth I make his File.	public in and for said County, in the State aforesaid, DO HEREBY CERTIFY
personally known to me to be the same person whose name	personally known to me to be the same person whose riame
this day in person and acknowledged that he	subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he
signed, sealed and delivered the said instrument as nce free	signed, sealed and delivered the said instrument as free
and voluntary act, for the uses and purposes herein set forth.	and voluntary act, for the uses and purposes herein set forth
Given under my hand and official seal, this 15† day of	Given under my hand and official seal, this day of
The state of the s	The second of th
Many Andrews	Notary Public
	A@mmission expires:
TERESA CTATE OF ILLINOIS NOAM F. RACINE, NOTAN	y Public
NCTARY PUBLIC STATE S 6/11/96 My Commission BOTHE	UNE #
The street address of the Property [If applicable] is:	
1321 TOWER ROAD SCHAUMBURG, IL 6.173	
Q _A	
Permanent index No.(s): 07-12-300-010-0000	
The legal description of the Property is:	
LOT 8 IN SCHAUMBURG INDUSTRIAL PAIR UNIT NO.	. 1 BEING A SUBDIVISION OF PART
OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECT 1/2 OF THE MORTHWEST 1/4 OF SECTION 12, BOTE	I IN TOWNSFIF 41 NORTH, RANGE 10
EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHO 1964 AS DOCUMENT NO. 19263036, EXCEPT THAT S	WN ON PLAT RECORDED OCTOBER 2,
BEGINNING AT THE INTERSECTION OF THE SOUTIES ROAD, WITH THE BASTERLY PROPERTY LINE OF SAI	UY RIGHT OF WAY LINE OF TOWER (D LOT 8; THENCE WEST ALONG THE
SAID SOUTHWEST, PIGHT OF WAY LINE A DISTANCE	OR 75 PERT TO A POINT. THENCE
PROPERTY LINE; THENCE MORTH A DISTANCE OF 68 BEGINNING, IN COOK COUNTY, ILLINOIS.	3.46 FEET TO A POINT OF
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%	C' ₂
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	<i>A</i> ,
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	Vic.
SCHED	ULEB
NONE	ULE B

This instrument was prepared by: P. HUESER C/O HARRIS BANK ROSELLE BOX 72200 ROSELLE IL 60172

After recording return to Lender.

UNOFFICIAL COPY

EXHIBIT "A"

- 41. WAIVER OF STATUTE OF LIMITATIONS. Time is of the essence in all Borrower's Obligations hereunder and to the fullest extent permitted by law, Borrower waives the right to assert any present or future statute of limitation with respect to any debt, demand or obligation secured hereunder in any action or proceeding for the purpose of enforcing this Mortgage, the promissory note secured hereby (the "Note") or any other loan documents related hereto (the "Loan Documents") or any rights or remedies hereunder.
- FURTHER ASSURANCES. At any time and from time to time, upon Lender's 42. request. Borrower shall make, execute and deliver, or cause to be made, executed and delivered, to Lender and where appropriate shall cause to be recorded or filed, and from time to time thereafter to be re-recorded and refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such further mortgages, instruments of further assurance, certificates and other documents as Lender may consider necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve the Obligations of Borrower under the Note, this Mortgage or any other Loan Documents and the lien of this Mortgage or the prommisory note, whether now owned or hereafter acquired by Borrower, and unto all and every person or persons deriving any estate, right title or interest under this Mortgage. Upon any failure by Borrower to do so, Lender may make, execute, record, file, re-record or refile any and all such mortgages, instruments, certificates and documents for and in the name of Borrower, and Borrower hereby irrevocably appoints Lender the agent and attorney-in-fact of Borrower to do so.
- 43. JUNIOR LIENHOLDERS. Borrower covenants and agrees that any person, firm or corporation taking a junior mortgage or other lien upon the Property or any interest therein, shall take the said lien subject to the rights of Lender herein to amend, modify and supplement the Note, this Mortgage and any other Loan Documents, and to vary the rate of interest and the method of computing the same, and to impose additional fees and other charges, and to extend the maturity of the Obligations secured by this Mortgage, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien. Nothing in this paragraph contained shall be construed as waiving any provision of paragraph 8 hereof which provides, among other things, that it shall constitute a default if the Property be sold, conveyed or encumbered.
- 44. LENDER NOT A JOINT VENTURER OR PARTNER. Borrower and Lender acknowledge and agree that in no event shall Lender be deemed to be a partner or joint venturer with Borrower. Without limitation of the foregoing, Lender shall not be deemed to be such a partner or joint venturer on account of its becoming a lender in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document evidencing or securing any of the Obligations secured hereby, or otherwise.

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