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MORTGAGE 92926436

THIS MORTGAGE, dated October 30, 1992, is from DOWNERS GROVE NATIONAL BANK not individually, but as trustee under trust agreement dated July 12, 1990 and known as Trust No. 90-56 ("Mortgagor") to DOWNERS GROVE NATIONAL BANK, a National Banking Association, Main and Curtiss Streets, Downers Grove, Illinois 60515, ("Lender")

I

RECITALS

1.1 Description of Note. The Mortgagor and others have executed and delivered to Lender certain Notes (hereinafter referred to as the "Note") of even date herewith in the total principal sum of ONE MILLION ONE HUNDRED FORTY FIVE THOUSAND and no/100 DOLLARS, ($1,145,000.00). Mortgagor promises to pay to the order of Lender, out of the Mortgage Premises (as defined herein) and the income therefrom, the outstanding principal amount of the Notes together with interest on the principal from time to time outstanding at the annual rate defined in said Notes until maturity. Interest commences on the date upon which all or any portion of the loan proceeds are initially disbursed, and continues until the principal amount and all accrued interest is fully paid twelve (12) months subsequent to the date of initial disbursement, but in no event later than October 30, 1993.

1.2 Description of other Lien Agreements. The payment of the Note is secured by this Mortgage and by:

(a) An Assignment of Leases and Rents (the "Assignment") executed by Mortgagor and others on the Mortgage Premises and;

(b) Security Agreement and Assignment-Interest in Land Trust of the entire beneficial interest in DOWNERS GROVE NATIONAL BANK, Trust No. 90-56 and;

(c) A Mortgage and Assignment of Leases and Rents on the premises known as 17950 S. 66th Court, Unit 25; 17960 S. 66th Court, Unit 2 N; 18030 S. 66th Court, Unit 1 N; 18075 Royal Oak Court, Unit 2 N, 18040 S. 66th Court, Unit 1 S and 18050 S. 66th Court, Unit 1 N, all in Tinley Park, Illinois.

(d) Security Agreement and Assignment-Interest in Land Trust of the entire beneficial interest of Standard Bank and Trust Company of Hickory Hills, Trust No. 3634.

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(e) Personal Guaranty of Greg Iser and Eagle Eye Construction Company and;

(f) and all such other collateral documentation now or hereinafter held by Lender.

The forgoing documentation, other than the mortgage, shall jointly be referred to herein as "Other Lien Agreement".

1.3 Title to Mortgage Premises. Mortgagor covenants that Mortgagor is the holder of the fee simple title to the Mortgage Premises (as hereinafter defined), that the Mortgage Premise is not Homestead property as such term is used in Ill. Rev. Stat. Ch. 110, Sec. 12-901, that Mortgagor has legal power and authority to mortgage and convey the Mortgage Premises, and the Mortgage creates a first lien on the Mortgage Premises.

1.4 Business Loan. To induce Permanent Lender to consummate the Permanent Financing, the Mortgagor represents and covenants that the loan (the "Loan") is a business loan (as such term is used in Ill. Rev. Stat. Ch. 17, Sec. 6404, as amended) to Mortgagor, that Mortgagor owns and operates a commercial or industrial enterprise which is carried on for the purpose of investment or profit in connection with the Mortgage Premises and that the funds hereby derived will be used solely to further such commercial or industrial enterprise.

II

GRANTING CLAUSES

To secure the payment of the Note and any and all renewals, extensions, modifications and replacements thereof and to assure performance of the agreement contained herein and in the Note and the other Lien Agreements, Mortgagor hereby conveys, mortgages, pledges, grants a security interest in and assigns to Lender:

(a) Certain parcels of Land (the "Land Parcel") located in Cook County, Illinois, commonly known as the 660 foot area East of Oak Park Avenue between 181st Street and 183rd Street in Tinley Park, Illinois and legally described in Exhibit A attached hereto;

(b) All buildings, improvements and fixtures (collectively the "Improvements") now or hereafter located on the Land Parcel;

(c) All easements and tenements appurtenant to the Land Parcel and the Improvements:

(d) Mortgagor's right, title and interest in all oral and written leases with, or other agreements for use and occupancy made or agreed to by, any person or entity pertaining to all or any part of the Land Parcel Improvements, whether such leases have been heretofore or are hereafter made or agreed to and all rents, issues and profits of the Land Parcel and Improvements, the property described in this clause being hereby pledged primarily and on a parity with the Land Parcel and Improvements and not secondarily;

(e) All apparatus, equipment, articles and fixtures (other than fixtures which are a part of the Improvements), now or hereafter owned by Mortgagor or partners of their successors or assigns and located in or on the Land Parcel or in the Improvement used or to be used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, transportation and storage, including (without restricting the foregoing) screens, window coverings, window shades, storm doors and windows, floor coverings, carpets, awnings, stoves, stokers, water heaters, disposals, gas and electric equipment, elevators, pumps, motors, dynamos, cabinets and shelving and plumbing, laundry, refrigerating and cooling equipment, replacements of any such articles and all property owned by Mortgagor and used for similar purposes now or hereafter in or to the Land Parcel or in the Improvements (all such Apparatus, equipment and articles being herein collectively referred to as "Apparatus");

(f) All other personal property now or hereafter owned by Mortgagor or their successors or assigns and located on the Land Parcel or in the Improvements ("Personalty"). Property owned by any entity directly or indirectly controlled by any or all of Mortgagor (or their successors or assigns) and now or hereafter located in or on the Land Parcel or in the Improvements, except property of Lessee. The foregoing property described in this Article II is hereinafter collectively referred to as the "Mortgage Premises".

III

COVENANTS

3.1 Covenants During Mortgage Term. At all times until the lien of the Mortgage is released, Mortgagor shall:

(a) Pay when due all sums accruing under this Mortgage or the Note or both.

(b) Keep the Mortgage Premises and all components thereof in good condition and repair, without waste.

(c) Not permit any lien (including a lien junior to the lien hereof) to attach to or remain on the Mortgage Premises without the prior written approval of Lender, unless such lien(s) is promptly discharged, insured over, or released within applicable cure period.

(d) Comply with all laws, ordinances, licenses and governmental rulings applicable to the Mortgage Premises.

(e) Not permit any fixtures, Apparatus or Personalty to be sold, transferred, conveyed, leased, encumbered or alienated in any way or removed from the Mortgage Premises without the prior written consent of Lender, provided that Mortgagor shall have the right to replace fixtures, Apparatus or Personalty with similar items having value and utility equivalent or superior to that existing on the date hereof, and provided that Lender shall have a first and paramount lien on such replacements.

(f) Not permit any structural alterations of or improvements of the Mortgage Premises to be made, which are not in conformance with the plans and specifications hereto approved by Lender and applicable municipality for tenant improvements approved by Lender, and not cease to use Mortgaged Premises without the prior written consent of Lender.

(g) Permit Lender and its agents to have access to the Mortgage Premises at all reasonable times.

(h) Execute and deliver to or cause to be executed and delivered to Lender on reasonable notice any further agreements and assurances deemed reasonably necessary by Lender to effectuate and evidence a first lien on and a validly perfected security interest in the Mortgage Premises subject only to the encumbrances permitted by Lender.

(i) Not permit title to the Mortgage Premises or any portion thereof to be transferred or conveyed directly or indirectly (voluntarily or involuntarily) without the prior written consent of Lender.

(j) Not permit the beneficial interest in the Land Trust to be assigned outright or collaterally assigned, directly or indirectly, voluntarily or involuntarily, without the prior written consent of Lender.

(k) Not permit any lease to made of any portion or all of the Mortgage Premises without the prior written consent of Lender as to the form and content of each such lease, and following such approval not to materially modify, default under, surrender, terminate, cancel, assign or grant concessions under any such lease without the prior written consent of Lender. Copies of all leases executed during duration of this Mortgage will be forwarded to Lender.

(l) Not enter into or permit to be entered into any management contract or lease, sublease, license, concession or the like ("Management Contract") pertaining to the operation and management of the Mortgage Premises without the prior written consent of Lender not to be unreasonably withheld as to form and content, and following such approval, not to materially modify, default under, surrender, terminate, cancel, assign or grant concessions with respect to any Management Contract without the prior written consent at lender; any Management Contract shall be assigned to Lender as additional security for the payment of the Note under such terms and conditions as shall be satisfactory

to Lender.

(m) In the event of loss or damage to the Mortgage Premises, promptly remedy such loss or repair such damage, provided the proceeds of claims under casualty policies for any loss covered by any such casualty policies are made available to Mortgagor for such repair. Mortgagor's repair obligation is not limited to the amount of casualty insurance proceeds recovered from such claim.

(n) Deliver to Lender financial statements within ninety (90) days following the respective end of EAGLE EYE CONSTRUCTION COMPANY fiscal year and including a balance sheet, profit and loss statement and statement of changes in financial position prepared and reviewed by an independent certified public accountant acceptable to Lender. Furthermore, to provide Lender ninety (90) days following the end of the respective tax year applicable, such Federal Income Tax Returns as Lender may request and within thirty (30) days subsequent to April 15, of each year the Federal Income Tax Returns of Greg Iser and Eagle Eye Construction Company. All such financial statements shall be prepared in accord with generally accepted accounting principals, in a form satisfactory to Lender and in sufficient detail to give Lender a clear understanding of financial status and provide full, fair and accurate disclosures.

(o) Provide Lender with such further information concerning Mortgagor, the partners or the Mortgage Premises as reasonably requested by Lender.

(p) Cause the Mortgage Premises to be managed at all times in accordance with sound business practice.

(q) Deposit with an institution satisfactory to Lender (such institution herein being referred to as "Holder") on the first day or each month amounts sufficient in the opinion of Lender to create and maintain an adequate reserve fund from which to pay all insurance, tax, insurance, assessment and other like charge deposits are waived so long as taxes, insurance premiums, and assessments are timely paid and the loan is not in default. Such fund shall be held by Holder without liability for the payment for insurance, taxes assessments or other similar charges paid by Mortgagor, The Holder, upon receipt of the Bills, shall pay from such fund premiums, taxes, assessments and other similar charges as they become due. There shall be no withdrawal from such funds for purposes other than the payment of insurance, taxes, assessment, and similar charges without the prior written approval of Lender. Holder shall not be required to determine the accuracy of any bill or the validity or any such insurance premiums, taxes, assessments or similar charges.

(r) To the extent the items described in the immediately preceding subparagraph are not paid out of the reserve fund described therein, Mortgagor shall pay before penalties accrue all insurance premiums, taxes, assessments and other similar charges involving the Mortgage Premises and deliver to Lender at least fifteen (15) days prior to the due date thereof receipts evidencing payment of such items. If any law is enacted deducting

mortgage liens from the value of Illinois land for the purpose of real estate taxation or requiring mortgagees to pay a portion of real estate taxes, or pay any tax levied in substitution (in whole or in part) therefor, which has the practical effect of requiring Lender to pay any real estate taxes or the equivalent hereof in respect of the Mortgage Premises, or if there occurs a change in the taxation of mortgages so as to require Lender to pay tax by reason of its ownership of the Mortgage, Mortgagor shall pay any such tax or reimburse Lender for any payment it may make.

(s) Construct any improvements in compliance with all governmental regulations and restrictions, and with all zoning and building laws and ordinances of the municipality in which the premises are located and with all building restrictions of record, and furnish satisfactory evidence to Lender of such compliance.

3.2 Insurance and Condemnation.

(a) At all times during the term of this Mortgage, Mortgagor shall carry or cause Mortgagor's General Contractor, if any, to carry:

(i) policies insuring the Improvements, fixtures, Apparatus, Personalty and Tangible Good (as defined in the Security Agreement) from time to time constituting a part of the Mortgage Premises against loss or damage by fire, theft, vandalism, malicious mischief and such other risks as Lender may from time to time require, including, but not limited to, those risks included in the term "extended coverage".

(ii) such other casualty and liability insurance policies as Lender shall from time to time require, but not limited to, flood insurance in an amount as least equal to the lesser of the principal balance of the loan or the maximum limit of coverage if the Mortgaged Premises are in an area that has been identified by an appropriate governmental official as an area having special flood hazards.

(b) All such insurance policies shall at all times be in amounts reasonably satisfactory to Lender, be in form and substance and with companies acceptable to Lender, bear a noncontributory first mortgage endorsements in favor of Lender, be payable to and remain in force until the debt secured hereby is paid in full. Every such policy shall contain an agreement by the issuer thereof that such policy shall not be canceled without at least 20 days prior written notice to Lender. Mortgagor shall pay or cause to be paid all premiums on such insurance policies in advance and shall not permit such premiums to be financed. In the event of a sale of the Mortgage Premises pursuant to a foreclosure of this Mortgage or other Transfer of Title to Mortgage Premises in satisfaction in whole or in part of the indebtedness secured hereby,title to all such insurance policies and all unearned premiums thereon shall automatically pass to and vest in the purchaser or transferee.

(c) In case of loss or damage, the proceeds of claims under casualty policies pertaining to the Mortgage Premises shall be paid to Lender for application, at the option of Lender either (i) to the indebtedness (in the inverse order of maturity) with the balance of such proceeds, if any, paid to Mortgagor, or (ii) to the restoration of the Mortgage Premises and the Tangible Goods on such conditions and subject to such controls as Lender may impose in its absolute discretion, with the balance of such proceeds, if any applied (in the inverse order of maturity) against such indebtedness; provided, however, if Lender, in its reasonable discretion, determines that the Mortgage Premises can be restored with the insurance proceeds to a use equal in value to that immediately prior to such casualty, and the Permanent Lender will extend its commitment until all construction is completed and consent to such restoration, Lender will use such proceeds to restore the premises. Lender is hereby authorized to act as attorney-in- fact for Mortgagor in obtaining, adjusting, settling and canceling all insurance on the Mortgage Premises and the Tangible Goods, in endorsing any checks or drafts drawn by insurers of the Mortgage Premises and the Tangible Goods and in directing Mortgagor to endorse any such checks or drafts as Lender may direct, provided that if Mortgagor is not then in default hereunder, Mortgagee agrees to consult and cooperate with Mortgagor concerning any insurance settlement. Notwithstanding any other provision of this Mortgage or the Note, no application of insurance proceeds to the indebtedness shall result in a prepayment premium or have the effect of curing any default or extending the time for making any payment due hereunder or under the Note. Lender shall not be held responsible for failure to collect any insurance proceeds due under the terms of any policy provided for herein regardless of the cause of such failure, unless such failure is the result of Lender's gross negligence of willful wrong acts.

(d) In the event of the condemnation or other taking of any part or all of the Mortgage Premises by any federal, state, municipal or other governmental authority or agency thereof, all awards or other compensation for such taking shall be paid to Lender and be applied (in the inverse order of maturity) on the indebtedness secured hereby, provided that no such application shall result in a prepayment premium or have the effect of curing any default or extending the time for making any payment due hereunder or under the Note.

3.3 Advances.

(a) In the event Mortgagor or partners fail to perform any act required of any of them by this Mortgage, the Note, or the Other Lien Agreements, or to pay when due any amount required to be paid by this Mortgage, the Note, or Other Lien Agreements, Lender may make such payment or perform such act. Such payment or performance by Lender shall not have the effect of curing any default. All moneys so advanced by Lender together with all expenses incurred in connection therewith shall be deemed advances ("Advances") under this Mortgage, shall be immediately due and payable and shall be added to the principal amount of the Note, Advances shall bear interest from the date expended at the default rate specified in the Note and shall be secured by this Mortgage and the Other Lien Agreements as though originally a part of the Note.

(b) Mortgagor recognizes that, during the term of the Mortgage, Lender:

(i) may be involved in court of administrative proceedings (including without restrictions the foregoing, foreclosure, probate, bankruptcy, creditors' arrangements, insolvency, housing authority or pollution control proceedings) in which Lender may be a party or may be directly or indirectly involved or in which this Mortgage, the Note, or the Other Lien Agreements, or the Mortgage Premises may be directly or indirectly involved; or

(ii) may make preparations for the commencement of any suit for the foreclosure hereof, which may or may not be actually commenced; or

(iii) may make preparations for the defense of any threatened proceeding which might affect the Mortgage Premises or the priority, validity or effectiveness of the lien created or intended to be created hereby, which proceeding may or may not be actually commenced; or

(iv) may make preparations for and do work in connection with Lender's taking possession of and managing the mortgage Premises, which event may or may not actually occur; or

(v) may make preparations for and commence other private or public actions to remedy a default, which other actions may or may not be actually commenced; or

(vi) may enter into negotiations with partners, mortgagor or agents thereof in connection with the existence of or cure of any default, or the sale of the Mortgage Premises or the assumption of liability for any of the indebtedness represented by the Note.

(c) All expenditures of any kind (which may when necessary be estimated) made by Lender in connection with any of the foregoing as a result of a default by Mortgager hereunder and failure to cure such default without any applicable cure period (including, without limitation, reasonable attorneys' fees) shall be deemed to be advances.

(d) If Lender has control of the rents or the net rents from the Mortgage Premises at any time when any Advance is made it my reimburse itself for such Advance plus interest thereon out of such rents.

(e) Lender, in making any payment authorized herein for taxes or assessments involving the Mortgage Premises, may do so according to any bill or estimate issued by the appropriate public office without inquiry into the accuracy of such bill or estimate or into the validity of any tax, assessment, sale or forfeiture.

IV

DEFAULTS AND REMEDIES

4.1 Defaults. Each of the following events shall constitute a default (herein "Default") under this Mortgage:

(a) The failure by Mortgagor to perform in a full and timely manner any of Mortgagor's obligations under this Mortgage or the Note, and such failure shall have continued for fifteen (15) days in the case of monetary defaults and for thirty (30) days after notice of default in the case of non-monetary defaults; the untruth of any representation made herein; or the breach of any Mortgagor's covenants contained herein and failure to cure within any applicable cure period. Lender may in its absolute discretion, but is not obligated to, extend any cure period in writing providing Mortgagor requests an extension prior to expiration of the applicable cure period.

(b) The occurrence of any Default (as defined therein) under any of the Other Lien Agreements.

(c) The taking by eminent domain or other condemnation proceedings of any substantial portion of the Mortgage Premises or of any part thereof which materially impairs any of the intended uses of the Mortgage Premises; provided, however, there is no default if the proceeds proviso in paragraph 3.2(c) hereof is applicable.

(d) An uninsured loss or destruction of any substantial portion of the Mortgage Premises or of any part thereof which materially impairs any of the intended uses of the Mortgage premises provided mortgagor does not promptly begin restoration of the Mortgage Premises.

(e) The appointment of a receiver, trustee or conservator of all or any part of the Mortgage Premises, the beneficial interest in the Land trust or the property or either of the partners.

(f) Seizure, distraint, attachment of a levy or any similar process against the Mortgage Premises, the existence of any lien on the Mortgage Premises in favor of any party other than Lender, or the filing of any proceeding to assert or foreclose a lien on the Mortgage Premises, which proceeding is not dismissed, discharged, insured over, or released within thirty (30) days of the filing thereof.

(g) The entry of the final judgment against Mortgagor which is not satisfied within 15 days of the date on which judgment shall have become final and all stays of execution pending appeal or otherwise shall have expired.

4.2 Foreclosure.

(a) The happening of any Default under this Mortgage shall give Lender the following rights:

(i) If the default is a default in the payment of any amount due under the Note, and such default shall have continued for fifteen (15) days after due date, Mortgagee shall notify mortgagor of such default and the Lender may, without further notice to or demand upon the Mortgagor or any other party, take any or all the following actions: declare all indebtedness under the Note, including Advances, to be immediately due and payable, foreclose the Mortgage or exercise any other rights and remedies available to Lender under Illinois law.

(ii) If the Default is not a default in the payment of any such amount, Lender may give Mortgagor notice of such Default and demand that it be cured within 30 days after Mortgagee has mailed written notice of such default to Mortgagor by first class United States mail. If such Default is not cured within such 30 day period, Lender may, without further notice or demand, take any or all of the following action: declare all indebtedness under the Note, including Advances, to be immediately due and payable, foreclose the Mortgage or exercise any other rights and remedies available to Lender under Illinois Law.

(b) Either before or after the foreclosure sale, a receiver may be appointed by the Court without notice, without regard to the solvency or insolvency of Mortgagor, or the then value of the Mortgage Premises or whether the Mortgage Premises are then occupied as a homestead. The receiver shall have the power to collect the rents and income from the Mortgage Premises during the pendency of the foreclosure suit and, in the case of a sale and a deficiency, during the full statutory period of the redemption, if any, whether there be redemption or not. The receiver shall have all other powers for the protection, possession, management and operation of the Mortgage Premises which an absolute owner would have, but the net rents in the hands of the receiver shall be applied on the debt hereby secured or to such reasonable expenses of the receivership or foreclosure suit as the Court may direct.

(c) The proceeds of any foreclosure sale of the Mortgage Premises shall be distributed and applied in the following order of priority:

(i) Costs and expenses of the foreclosure proceedings;

(ii) Advances and any other obligations outstanding hereunder or under the other Lien Agreements, all unpaid principal on the Note, all accrued and unpaid interest on the Note and all prepayment premiums, in that order, unless the lender, prior to the expiration of 60 days following the foreclosure sale, shall elect otherwise, and if Lender shall so elect, then in any order as Lender may specify in such election; and

(iii) The balance, if any, to discharge junior liens if the court so directs, and otherwise to Mortgagor.

4.3 Mortgagee in Possession.

(a) In the event of any Default under this Mortgage and failure to cure within any applicable cure period, irrespective of whether the right to foreclose the Mortgage has accrued to Lender, or whether the entire debt has then been accelerated, or whether foreclosure proceedings have been commence, Lender may (without further notice or demand) take possession of the Mortgage Premises. While in possession of the Mortgage Premises, Lender shall, have the following powers:

(i) to collect the rents and manage, lease, alter and repair the Mortgage Premises, cancel or modify existing leases, enter into new leases, obtain insurance and in general have all powers and rights customarily incident to absolute ownership; and

(ii) to pay out of the rents so collected the management and repair charges, taxes, insurance, commissions, fees and all other expenses and, after creating reasonable reserves, apply the balance, if any, on account of the indebtedness secured hereby.

(b) Lender may remain in possession of the Mortgage Premises in the event of foreclosure until the foreclosure sale and thereafter during the entire period of redemption, if any, if a deficiency exists. Lender shall incur no liability for, nor shall Mortgagor assert any claim or set off as a result of, any action taken while Lender is in possession of the Mortgage Premises, except only for Lender's own gross negligence or willful wrong acts. In the event foreclosure proceedings are not commenced, lender may remain in possession as long as a default exists.

4.4 Nature of Remedies. No delay or omission on the part of lender in the exercise of any remedy available to lender shall operate as a waiver thereof. The remedies available to Lender under this Mortgage shall be exercisable in any combination whatsoever and shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law and under the Note, or any of the Other Lien Agreements.

4.5 Waiver of Redemption. To the extent now or hereafter permitted by law, Mortgagor hereby waives all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its own behalf and on behalf of the trust estate and all persons beneficially interested in the Mortgage Premises and each and every person except decree or judgment creditors of Mortgagor (in its representative capacity), who may acquire any interest in or title to the Mortgage Premises subsequent to the date hereto.

V

MISCELLANEOUS

5.1 Modification of Loan Terms. If the time of payment of the indebtedness secured hereby or any part thereof be extended at any time or times, if the Note be renewed, modified or replaced, or if any security for the Note be released, Mortgagor and any other parties now or hereinafter liable therefor or interested in the Mortgage Premises shall be held to consent to such extensions, renewals, modifications, replacements and releases and their liability and the lien hereof and of the Other Lien Agreements shall continue in full force, the right of recourse against all such parties being reserved by Lender.

5.2 Successors and Assigns. This Mortgage shall inure to the benefit of and be binding upon the successors and assigns of the Mortgagor and lender and all persons and entities (including owners and lessees) which may hereafter obtain any interest in the Mortgage Premises.

5.3 Notices. Whenever Lender or Mortgagor desires to give any notice to the other, it shall be sufficient for all purposes if such notice is personally delivered or sent by registered or certified United States mail, postage prepaid, addressed to the intended recipient at the last address theretofore specified by the addresses in a written notice given to the sender. In case no other address has been so specified, notices hereunder shall be sent to the following addresses:

Lender: DOWNERS GROVE NATIONAL BANK
Main and Curtiss Streets
Downers Grove, Illinois 60515
Attn: Mr. George Alexenko
Commercial Loan Department

Copy to: POLLAK & HOFFMAN LTD.
150 N. Wacker Drive, Suite 1100
Chicago, Illinois 60606
Attn: Bruce F. Hoffman, Esq.

Mortgagor: DOWNERS GROVE NATIONAL BANK
t/u/t/a date July 12, 1990
known as Trust No. 90-56
Main & Curtiss Streets
Downers Grove, Illinois 60515

Copy to: Mr. Greg Iser
Eagle Eye Construction Company
6760 W. 180th Street
Tinley Park, Illinois 60477

Any notice given in the manner specified herein shall be deemed to have been given on the day it is personally delivered or five (5) days after it is deposited in the United States mail.

5.4 Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

5.5 Severability. If any term, restriction or covenant of this instrument is deemed illegal or unenforceable, all other terms, restrictions and covenants and the application thereof to all persons and circumstances subject hereto shall remain unaffected to the extent permitted by law. If any application of any term, restriction or covenant to any person or circumstances shall remain unaffected to the extent permitted by law.

6. Hold Harmless to Mortgage. Mortgagor hereby agrees to indemnify and save mortgagee, its successors and assigns, harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) incurred by Mortgagee on account of claims or demands of every nature, kind and description for loss or damage to property, or injury to or death or every person, caused by, or connected in any manner, with the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release, from the Premises or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any "Hazardous Material" (defined below), including without limitation, any leases, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any Federal, State, local or other statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material, or the construction, operation, administration or inspection of the Project, whether due in whole or in part to the negligence of the Mortgagor, the Mortgagee, any contractor or contractors, subcontracts or subcontractors, or to the negligence of their respective partners, agents or employees, except for acts or willful or wanton misconduct of the Mortgagee or of Mortgagee's employees or agents (the "Indemnified Matters"). At its own cost and expense. Mortgagor hereby agrees to hold Mortgagee and its employees, agents, representatives, successors or assigns (the "Indemnified Parties") harmless as well as defend and pay all costs and expenses (including reasonable attorneys' fees) of any and all suits or other legal proceedings that may be brought or instituted against the Indemnified Parties on any Indemnified matters, and pay and satisfy any judgment that may be rendered against the Indemnified Parties in any such suit or legal proceeding, or the amount of any compromise or settlement that may result therefrom, unless attributable primarily to the willful or wanton misconduct of the Indemnified Parties. For purposes hereof, "Hazardous Material" means any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, State or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating

to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any other hazardous, toxic or dangerous waste, substance or material.

7. Exculpatory Clause. This mortgage is executed by DOWNERS GROVE NATIONAL BANK as Trustee of the Land Trust in the exercise of the authority conferred upon it as such Trustee and not in its individual capacity. Nothing contained in the Mortgage shall be constituted as creating any liability on DOWNERS GROVE NATIONAL BANK in its individual capacity, to pay the Note or any interest that may accrue thereon, or any fee or charge that may become payable under this Mortgage or the Note, or to perform any covenant (either express or implied) contained in this Mortgage of the Note, all such liability, if any, being hereby waived by Lender and every person hereafter claiming any right or security hereunder. So far as DOWNERS GROVE NATIONAL BANK, and its successors are concerned, Lender and the owner of any indebtedness accruing hereunder shall, in the event of a default, look solely to any one or more of the following for the payment of the indebtedness due under the Note or this Mortgage:

(A) The Mortgaged Premises and the rents, issues and profits thereof, by the enforcement of the lien hereby created; and

(B) The enforcement of any remedy available under any other loan documentation.

DOWNERS GROVE NATIONAL BANK
not individually but as trustee under trust agreement dated July 12, 1990 known as trust No. 90-56.

92256436

By: _____
Trust Officer

Attest: _____
Land Trust Administrator

This document is executed by the Downers Grove National Bank, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee. It is expressly understood and agreed by the parties hereto and every person now or hereafter claiming any right hereunder, that nothing contained herein shall be construed as creating any liability on the Downers Grove National Bank.

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for and resident in said County and State, DO HEREBY CERTIFY, that John Lohmeier and Constance A. Krug of DOWNERS GROVE NATIONAL BANK are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Land Trust Administrator, of said corporation, appeared before me this day in person and acknowledged that they signed and delivered 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 Secretary acknowledged that she, 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 said uses and purposes.

GIVEN under my hand and notarial seal this 5th day of November 1992.

Jacquelyn J. Volkert
Notary Public

My Commission expires: _____

OFFICIAL SEAL
JACQUELYN J. VOLKERT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-23-04

92928436

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PARCEL ONE:

THE WEST 660.00 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM LOT 1 OF EAGLES NEST OF TINLEY PARK - UNIT 1, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 31) AND (EXCEPTING THEREFROM THAT PART THEREOF DEDICATED FOR PUBLIC STREET BY DOCUMENT NUMBER 7876610, RECORDED APRIL 11, 1923) IN COOK COUNTY, ILLINOIS.

PIN: 28-31-401-004

COMMON ADDRESS: THE 660 FEET EAST OF OAK PARK AVENUE BETWEEN 181ST STREET AND 183RD STREET IN TINLEY PARK, ILLINOIS 60477

Send To

prepared by, mail to
Pollak & Hoffman
150 N Wacker
Chicago, Il 60606

92358436

EXHIBIT A