GEORGE E. COLE
LEGAL FORMS

JUNIOR MORTGAGE (ILLINOIS)
For Use With Note Form No. 1447

FORM NO. 103
February, 1985

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92030136

THIS INDENTURE, made January 7, 19 92, between First Chicago Trust Company of Illinois, not personally, but as trustee of Trust Agreement dated December 26, 1991 and known as Trust No. MP011349 (NO. AND STREET) (CITY) (STATE) herein referred to as "Mortgagors," and Arthur Partnership, an Illinois General Partnership 1350 East Central Road, Arlington Heights, IL 60005 (NO. AND STREET) (CITY) (STATE) herein referred to as "Mortgagee," witnesseth:

DEPT-01 RECORDING $33.50
T#2222 TRAN 5788 01/15/92 15:28:00
#4017 # B #-92-030136
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

THAT WHEREAS the Mortgagors are indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of 952 S. Arthur Corporation and William Becker are jointly and severally Fifty Thousand and No/100---------- DOLLARS ($ 50,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 1st day of January, 19 97 and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at Arthur Partnership, c/o Michael Haverty, 1300 East Central Road, Arlington Heights, Illinois 60005

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Arlington Heights COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

91-1389 (5) add

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33.50

which, with the property hereinafter described, is referred to herein as the "premises,"

Permanent Real Estate Index Number(s): 03-32-421-020, 03-32-421-021, 03-32-421-022, 03-32-421-023, 03-32-421-024

Address(es) of Real Estate: 952 S. Arthur Avenue, Arlington Heights, Illinois

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: First Chicago Trust Company of Illinois, not Trust No. MP011349

This mortgage consists of two pages, an Exhibit A, and Rider of 3 pages, all of which are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand . . . and seal . . . of Mortgagors the day and year first above written.

Trustee's Exoneration Rider Attached Hereto And Made A Part Thereto.

First Chicago Trust Company of Illinois, not personally, but as trustee of Trust Agreement dated December 26, 1991 and known as Trust No. MP011349 (Seal)

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Attest: Peter D. Walter (Seal) By: Paul M. Greene (Seal)

Assistant Secretary Its: Vice President

State of Illinois, County of Cook ss., I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Paul M. Greene, Vice President, and Peter D. Walter, Asst. Secretary, of First Chicago Trust Company of Illinois personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. and as the free and voluntary act of said company

IMPRESS SEAL HERE

Given under my hand and official seal, this 7th day of January 19 92

Commission expires 19

Karen L. Lump
Notary Public

Martin P. Murphy
This instrument was prepared by Burke, Wilson & McIlvaine, 500 W. Madison Ste. 3700, Chicago, IL 60661
(NAME AND ADDRESS)

MAIL TO:

Mail this instrument to
(NAME AND ADDRESS)

(CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO.

"OFFICIAL SEAL"
Karen L. Lump
Notary Public-State of Illinois
My Commission Expires 2-8-1993

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the 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, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and 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 lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. ~~Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms~~ hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness ~~secured by this mortgage~~ shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment ~~of principal or interest~~ on the note, or (b) when default shall occur and continue for three days in the per~~formance of any other agreement of the Mortgagors herein contained.~~

SEE RIDER ATTACHED HERETO

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be 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 the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, 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 usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include 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.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

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EXHIBIT A

LOTS 11, 12, 13, 14 AND 15 TOGETHER WITH THE EAST 1/2 OF THE NORTH AND SOUTH VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOTS AND LYING BETWEEN THE WESTWARDLY EXTENSION OF THE NORTH LINE OF SAID LOT 11 AND THE WESTWARDLY EXTENSION OF THE SOUTH LINE OF SAID LOT 15 ALL IN BLOCK 25 IN ARLINGTON HEIGHTS PARK MANOR, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 (LYING SOUTH OF THE R. O. W. OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY) OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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RIDER ATTACHED TO JUNIOR MORTGAGE
DATED JANUARY 7, 1992 BY AND BETWEEN
FIRST CHICAGO ~~BANK OF MOUNT PROSPECT~~ TRUST COMPANY OF ILLINOIS
NOT PERSONALLY, BUT AS TRUSTEE OF TRUST
AGREEMENT DATED DECEMBER 26, 1991
AND KNOWN AS TRUST NO. MP011349
AS MORTGAGOR, AND ARTHUR PARTNERSHIP, AN
ILLINOIS GENERAL PARTNERSHIP, AS MORTGAGEE

19. First Mortgage

This Mortgage is made subject to that certain First Mortgage on the parcel of property legally described in Exhibit A hereto to First Chicago Bank of Mount Prospect dated January, 1992 in the amount of $243,750.00.

20. Condemnation

Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for any of the premises taken or damaged under the power of eminent domain or by condemnation, subject to prior security interests as of the effective date of confirmation which exist, if any. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not. Any surplus which may remain out of said award after payment of such indebtedness shall be paid to the Mortgagor or any other party entitled thereto.

21. Waiver of Defense; Remedies Not Exclusive

Every power or remedy given hereby to Mortgagee or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time, and as often as it may be deemed expedient by Mortgagee and Mortgagee may pursue inconsistent

remedies. No waiver of any default of the Mortgagor hereunder shall be implied from any omission by the Mortgagee or holders to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

22. Applicable Law

This Mortgage, the Agreement, and all other instruments evidencing and securing the loan secured hereby shall be construed, interpreted and governed by the laws of the State of Illinois.

23. Restrictions on Transfer

Subject to the provisions in paragraph 24, it shall be an immediate Event of Default under this Mortgage if, without the prior written consent of the Mortgagee, Mortgagor shall create, effect, contract for, commit to or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lease, lien, pledge, mortgage, security interest or other encumbrance in and/or alienate all or any part of the Premises, or any interest therein, whether such interest is legal or beneficial

24. Permitted Transfers

The provisions of the immediately preceding paragraph shall not apply to any of the following:

A. Liens securing the indebtedness stated herein;

B. The lien of current real estate taxes and assessments not in default;

C. The First Mortgage secured by the Premises made by a commercial financial institution.

25. Events of Default

If one or more of the following events ("Events of Default") shall occur:

A. Mortgagor fail to pay in whole or in part when due any payment of any monies required to be paid under the Note or this Mortgage and if such default shall continue for ten (10) days after notice to Mortgagor from the holders of the Note; or

B. An Event of Default pursuant to the section of this Mortgage entitled "Restrictions on Transfer"; or

C. A default or event of default occurs under any first mortgage and such first mortgage indebtedness is accelerated; or

D. The Mortgagor shall fail to punctually perform or observe any other agreement or condition contained in the Mortgage and if such default shall continue for thirty (30) days after notice to Mortgagor from Mortgagee;

then the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien created by this Mortgage or the priority of said lien or any right of the Mortgagee thereunder, to declare, without further notice, all indebtedness hereby secured to be immediately due and payable, and unless such event is immediately cured, Mortgagee may immediately proceed to foreclose the Mortgage and/or exercise any right, power or remedy provided by law or in equity conferred without further notice.