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MORTGAGE

This Mortgage made and entered into as of this 26th day of August, 1993, by and between SUBURBAN TRUST & SAVINGS BANK AS TRUSTEE, not individually, but under Trust Agreement dated November 24, 1981 and known as Trust No. 3484, an Illinois Corporation (hereinafter referred to as the "Mortgagor") and COLUMBIA NATIONAL BANK OF CHICAGO, a National Banking Association, organized and existing under the laws of the United States of America (hereinafter referred to as the "Mortgagee" or the "Association"), its successors and assigns, and pertains to the real estate located in the County of Cook, State of Illinois.

WHEREAS, First Party is the owner and holder of fee simple title in and to all of the real estate described in Exhibit "A", attached hereto and by this reference made a part hereof, which real estate forms a portion of the premises hereinafter described.

WHEREAS, SALTZMAN PRINTERS, INC. and SUBURBAN TRUST & SAVINGS BANK AS TRUSTEE, not individually, but under Trust Agreement dated November 24, 1981 and known as Trust No. 3484, (collectively sometimes hereinafter referred to as "Maker") have, concurrently herewith, executed and delivered the Promissory Note (hereinafter described).

THEREFORE, in order to secure the payment of the NOW, principal and interest and any other sums that may hereinafter become due from Maker to Mortyagee under the Promissory Note ("Note") executed concurrently herewith by the Maker and the Mortgagee bearing even date herewith, the of One Million Three Wundred Twenty-Seven delivered to principal amount Thousand One Hundred Forty-Eight (\$1,327,148.00) Dollars as well as the performance of all the other covenants, provisions, agreement and obligations contained herein, Mortgagor hereby grants, sells, assigns, releases, transfers, conveys and mortgages to Mortgagee all of the following rights, interests, claims property (collectively the "Premises").

THAT PART OF THE NORTH 464.90 FEET OF THE NORTH EAST 1/0 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF A LINE 991.0 FEET EAST OF THE CENTER LINE OF FIRST AVENUE AND EAST OF THE EAST LINE OF GREENWOOD AVENUE IN THE VILLAGE OF MAYWOOD, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 50 WEST MADISON STREET, MAYWOOD, ILLINOIS

P.I.N. 15-14-202-003

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with all buildings, improvements, fixtures or TOGETHER appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary including screens, window shades, storm doors and appropriate, floor coverings, screen doors, venetian blinds, windows, attached in-a-door beds. awnings, stoves, water heaters and washing and drying machines (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of the premises, whether now due or to become due, all of which are hereby pledged, assigned, transferred and set over unto the Mortgagee.

TO HAVE AN) TO HOLD all of the property, with all the rights and privileges the eunto belonging, unto the Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby release and waive.

I. THE MORTGAGOR COVENANTS:

To timely pay the interest and principal provided Α. (1) the Note and the Revolving Credit Note, or according to any agreement extending the time of payment thereof; (2) to pay when due and before penalty attaches thereto all taxes, special taxes, special assessments, water charges and sewer service charges against the property (including these theretofore due) and to furnish Mortgagee, upon request, with ouplicate receipts therefor, and all such items extended against the property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon the premises insured such amounts and against such hazards as the Mortgagee, may reasonably require to be insured against until said indebtedness is fully paid, in such companies, through such agents or brokers, and in such form as shall be reasonably satisfactory to the Mortgagee, such insurance policies shall remain with the Mortgagee during said period and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion and with Borrowers' prior consent, which consent shall not be unreasonably withheld, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full. All

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insurance policies and renewals (or certificates evidencing same) "PAID" shall be delivered to the Mortgagee at least thirty davs before the expiration of the old policies; (30) Immediately after destruction or damage, to commence and complete rebuilding or restoration of buildings and improvements now or hereafter on the premises, unless the Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep the premises in good condition and repair without waste and free from any lien not expressly mechanic's lien or other lien or claim of subordinate to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on the property nor to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to the mortgaged premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had or obtained; (a) any use of the property for any purpose other than which it is now used; (b) any structural alterations of that for the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter on the property; and (c) any purchase on conditional sale, lease or agreement under which a title is reserved in vendor, cr any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on the property.

- Effect of Extension of Time and Amendments of (1) Junior Liens and Other: If the payment of the Indebtedness Hereby Secured, or any part thereof, be extended or varied, or if any part the security therefor be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, their liability, and the lien and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by the recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior morrgage or other lien, upon the Premises or any interest therein, shall take the said lien subject to the rights of Mortgagee to amend, modify and supplement this Mortgage, the Note and the Assignments herein referred to, and to extend the maturity of the Indebtedness Hereby Secured, 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 liens.
- (2) In the event of failure of the undersigned to make any payment of whatever nature, periodic or otherwise required by the terms hereof or by the provisions of the Note secured hereby, the Association may, at its option, discharge such obligation of the undersigned by itself advancing such payment; and, in that event, all such advances shall be added to the unpaid balance under the Note as of the first day of the month during which such advance is made, and the advance and interest thereon shall be secured hereby,

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- C. Inspection of Premises and Records: The Mortgagee shall have the right to inspect the Premises and all books, records and documents relating thereto at all reasonable times, and access thereto shall be permitted for that purpose.
- Financial Statements: First Party covenants and agrees while any Indebtedness Hereby Secured is outstanding, to furnish to the holder of the Note within one hundred twenty (120) days at the end of each fiscal year of its operation, an annual financial statement showing the operation of the Premises and of First Party, financial statements being prepared and reviewed by an independent certified public accountant. The financial statements required under the provisions of this paragraph shall include the financial lata relevant to the operation and ownership of the real estate and, in the event the improvements thereof are operated by a shall include an audit of the statements required operations of the lessee, which shall also be provided within one hundred twenty (120) days of the end of the fiscal year of the lessee. Each of such financial statements shall be comprehensive and reflect, in addition to other data, the following: gross income and source, real estate taxes, insurance, operating expenses in reasonable detail, depreciation deduction for federal income tax purposes federal income taxes and net income. Within thirty (30) days of filing, First Party shall furnish to the holder of the Note copies of federal and state income taxes filed.
- E. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagor will repay upon demand any monies paid or disbursed by Mortgagee for any of the above purposes and such monies, together with interest thereon at the rate then applicable under the terms of the Note hereby secured shall become so much additional injectedness secured by this Mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this Mortgage and be paid out of the rents and proceeds of sale of the tremises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.
- F. That it is the intent hereof to secure payment of the Note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the Mortgage indebtedness under the terms of this Mortgage contract.

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- At the option of the holder of the Note and obligation hereby secured, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or Mortgage to the contrary, become immediately due and payable (1) if the Mortgagor sells or conveys, contracts to sell or convey, or further encumbers the premises or any portion thereof; or (2) if ownership of the premises becomes vested in a person other than the undersigned; (3) or if any beneficiary of the mortgagor shall create, effect or consent to, or shall suffer or permit any sale, assignment, pledge, mortgage, security interest or other transfer. lien, alienation of all or any portion of such encumbrance or beneficiary's beneficial interest in the First Party. Acceptance any payment required by the Note or on account of said indebtedness after the occurrence of any such contingency shall not be taken as a waiver of such option.
- That time is of the essence hereof and if default be H. made in performance of any covenants herein contained or in making any payment under the Note or Revolving Credit Note, or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the property, or if proceedings in bankruptcy be instituted by or against the Mortgagor, or if the Mortgagor make an assignment for the benefit of their creditors or if their property be placed under control of, or in custody of, any court or if the Mortgagor abandons any of the property then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagge hereunder, to declare all sums secured hereby immediately due and payable and apply toward the payment of the Mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagee, and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure, a sale may be made of the premises en masse without offering the several Notwithstanding anything to the contrary separately. contained herein, in the event of any act allowing acceleration of the indebtedness evidenced hereby or any breach hereof or default the Mortgagee shall mail notice to the Mortgagor hereunder, specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than fifteen (15) days from the date the notice is mailed to the undersigned, by which such breach must be cured; and (4) that failure to cure such breach on or valore the specified in the notice may result in acceleration of the sums secured by this Mortgage. If the breach is not cured on or before date specified in the notice, Mortgagee may proceed to foreclose this Mortgage by judicial proceedings and according to Illinois Statutes in such case provided. No failure, even though repeated, by Mortgagee to exercise any option contained in this Mortgage or the Note secured hereby, and no waiver, even though repeated, of performance of any of the covenants contained in either such instrument shall in any way affect the right of the Mortgagee thereafter to exercise such option or to require or enforce performance of such covenant.

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- Mortgagee may employ counsel for advice or other legal services at the Mortgagee's discretion in connection with: (1) any dispute of whatever nature as to the debt hereby secured or the lien of this instrument or any litigation to which the Mortgagee may be made a party on account of this lien or which may affect the title to the property securing the indebtedness hereby secured, or which may affect said debt or lien; (2) preparations for the commencement of or for conduct of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not such suit is actually commenced. Mortgagee may, in connection with any of the matters in this paragraph mentioned, pay and incur at all expenses, including but not by way of discretion limitation, court costs, publication expenses, expenses of title examination, guaranty policies, recording fees. Torrens Certificates, and sheriff's or magistrate's commission. All such items of expense in this Paragraph mentioned including reasonable attorney's fees shall become so much additional indebtedness secured hereby and shall be immediately due and payable by the Mortgagor with interest therein at the rate then applicable under the terms of the Note hereby secured.
- J. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for dameges to any property not taken and all condemnation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or its assignee.
- K. All easements, rents, issues and profits of the premises are specifically pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of the property, or any part thereof, whether said lease or agreement be written or verbal, and it is the intention hereby to pledge said rents, issues and profits on a parity with said real estate and not secondarily, and such pledge shall not be deemed merged in any foreclosure decree.
- L. That upon the commencement of any foreclosure proceeding hereunder, the court in which suit is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under it, and without regard to the solvency of the person or persons, if any are liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit and the statutory period of redemption and such rents, issues and profits, when collected, may be applied, before as well as after the foreclosure sale and before as well as after any redemption by any person, towards the payment

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of the sale and before, as well as after any redemption by any person, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not; and if receiver shall be appointed, he shall remain in possession until the expiration of the full period allowed by statute for redemption, irrespective of whether there be redemption or not, and no lease of the premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.

- M. That the Mortgage shall be released by Mortgagee by proper instrument upon payment to it of all indebtedness secured hereby and payment to Mortgagee of a release fee in the amount of One Hundred (\$100.00) Dollars which fee shall be so much additional indebtedness secured hereby.
- N. That such right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently, therewith; that wherever the context hereof required, the masculine gender, as used herein, shall include the feminine and the neuter, and the singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to the be binding upon the respective successors and assigns of the Mortgagor, and the successors and assigns of the Mortgage; and that the powers herein mentioned maybe exercised as often as occasion thereof arises.
- That the premises are free of any friable asbestos and the premises have not been used and will not be used to the purpose of storing, disposal or treatment or bazardous substances or hazardous waste, and there has not been and will not be any surface subsurface contamination due to the storing, disposal or ment of any hazardous substances, hazardous wastes or treatment are defined in the regulated substances as those terms Comprehensive Environmental Response, Liability and Compensation 42 U.S.C. 9601 et seq., and the Environmental Protection Act, Rev. Stat. 1985 (supp. 1986 and 1987) Ch. 111-1/2 Fer. 1101 et and neither Mortgagor nor to the best of Mortgagor's knowledge any and all previous owners of the real estate have received any notification of any asserted present or past Tailure to comply with any such environmental protection laws or any rules or regulations adopted pursuant thereto. Mortgagor shall immediately notify Mortgagee of any notice or threatened action from any governmental agency or from ny tenant under a Lease of any portion of the premises of a failure to comply with any such environmental protection laws and with any rules or regulations adopted pursuant thereto.
- P. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage, on its own behalf and on behalf of each and every person,

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except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the Premises subsequent to the date of this mortgage.

Land Trustee Exculpation: This mortgage is executed by First Party not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said First Party hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on said First Party personally, to pay the Note or any interest that may accrue thereon or any indebtedness accruing hereunder, or to agreement or condition perform any covenants, representation, either express or implied herein contained, or with regard to any warranty contained in this Mortgage except the warranty made in this Paragrain, all such liability, if any, being expressly waived by the Mortgages and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and assigns are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look to the Premises for the payment thereof in the manner horein and in the Note provided but this shall not be construed in any way so as to affect or impair the lien of the Mortgage or the Mortgagee's right to foreclosure thereof, or construed in any way so as to limit or restrict any of the rights and remedies in any such foreclosure proceedings or other enforcement of the payment or the Indebtedness Hereby Secured out of and from the security given therefor in the manner herein and in the Note provided for to affect or impair the personal liability of Maker on the Note (exclusive of First Party) or any guarantors thereof.

II. MISCELLANEOUS:

- A. Severability. In the event any and or more of the provisions contained in this Mortgage, the Note or in any of the loan documents shall, for any reason whatsoever, be held to be inapplicable, invalid, illegal or unenforceable in any respect, such inapplicability, invalidity, illegality or unenforceability shall, at the option of Mortgagee, not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such inapplicable, invalid, illegal or unenforceable provision had never been contained herein or therein.
- B. Successors. All of the grants, covenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of, the successors and assigns of Mortgagor and the successors and assigns of Mortgagee.
- C. Estoppel. That Mortgagor will, on the request or Mortgagee, furnish a written statement of the amount owing on the obligation which this Mortgage secures and therein state whether or not Mortgagor claims any defenses or offsets thereto.

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11. - NISCELLAMENCE:

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IN WITNESS WHEREOF, the parties have executed this Mortgage the day and year first above written.

> SUBURBAN TRUST & SAVINGS BANK, Trustee, under Trust Agreement dated November 24, 1981 and known as Trust No. 3484

Not personally, solely as Trustee as aforesaid

(Corporate Seil

Attest:

Its

Subscribed and Sworn to before me this 20th day of August, 1993.

This Instrument was Prepared by:

Tarick S. Loutfi Hoellen & Lukes 1940 W. Irving Park Road Chicago, Illinois 60613

Please Mail All Recorded Documents to:

BOX 333 - TH

THE COUNTY

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EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF THE NORTH 464.90 FEET OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF A LINE 991.0 FEET EAST OF THE CENTER LINE OF FIRST AVENUE AND EAST OF THE EAST LINE OF GREENWOOD AVENUE IN THE VILLAGE OF MAYWOOD, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 50 WEST MADISON STREET, MAYWOOD, ILLINOIS P.I.N. 15-14-202-003

TAT PROTEINS

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