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- encumbrance was granted or such interest was transferred and assigned or assigned or assigned within thirty (30) days after Mortgagee has received actual notice of the mortgage lien or encumbrance or the sale transfer, assignment or encumbrance and the mortgage lien or encumbrance shall extend to the full exercise of such optional right to accelerate by the Mortgagee upon any subsequent mortgage lien or encumbrance or the sale or transfer, assignment or assignment, transfer or transfer or conveyance or conveyance as
- 18 In the event of a payment to Mortgagee pursuant to the provisions hereof of any costs or profits, or any proceeds of insurance or of proceeds of any condemnation or eminent domain award or proceeds from any sale of the Premises at foreclosure, Mortgagee shall have the right to apply such costs or profits or proceeds, in such amounts and in proportions as Mortgagee shall in its sole discretion determine to the full or partial satisfaction of any or all of the indebtedness and obligations of Mortgagee secured hereby, including any contingent or secondary obligations, whether or not the same shall then be due and payable by the primary obligor
- 19 Mortgagee warrants that it owns all Equipment used in the maintenance and operation of any building on the Premises free and clear of any and all liens, security interest or both except for the security interest and lien granted by the Mortgagee. Mortgagee further warrants that it has to all equipment brought on the Premises to be used in the operation and maintenance of any building on the Premises, it will own all such Equipment at the time such equipment is brought on the Premises and thereafter free and clear of any and all liens or security interest, or both, except for the lien and security interest granted by the Mortgagee. Mortgagee further warrants that it has the right to convey a security interest in such property to the Mortgagee
- 20 Mortgagee agrees as follows: (a) that upon default hereunder and acceleration of the indebtedness pursuant to the provisions hereof, the Mortgagee may at its discretion, require the Mortgagor to assemble the movable Equipment, or any part thereof, and make it available to the Mortgagee at a place reasonably convenient to both parties to be designated by the Mortgagee; (b) that the Mortgagor shall give the Mortgagee notice, by registered mail, postage prepaid, of the time and place of any public sale of any of the Equipment or of the time after which any private sale or other intended disposition thereof is to be made by sending notice to the Mortgagee at least ten (10) days before the time of the sale or other disposition, which provision, for notice the Mortgagor and Mortgagee agree are reasonable, provided, however, that nothing herein shall preclude the Mortgagee from proceeding as to both real and personal property in accordance with Mortgagee's rights and remedies in respect of real property as provided in Article 9 of the Illinois Uniform Commercial Code (the "Code") and particularly in Rev. Stat. Ch. 26, § 9-501; (c) that in the event of default under this mortgage, the Mortgagee shall have the rights and remedies provided in Article 9 of the Illinois Uniform Commercial Code and, in addition, those provided in this mortgage; (d) that any proceeds of any disposition of any of the Equipment may be applied by the Mortgagee to the payment of expenses incurred in connection with disposition of any of the Equipment including reasonable attorney's fees and legal expenses, and any balance of such proceeds may be applied by the Mortgagee towards the payment of the obligation secured by this mortgage
- 21 Mortgagor shall execute, acknowledge and deliver from time to time such further instruments as may be requested by Mortgagee to confirm and protect the lien of this Mortgage on the Equipment and fixtures under the provisions of the Code, or otherwise, and this Mortgage shall be considered to be and shall be construed as a security agreement in which Mortgagee grants to Mortgagee a security interest in the fixtures and Equipment as previously described herein
- 22 Mortgagor will not create or permit to exist any lien, encumbrance or security interest in the Premises to or in favor of, any one other than the Mortgagee
- 23 (a) All covenants, warranties and representations from the Mortgagor to the Mortgagee in any Environmental Certificate executed by the Mortgagor and relating to the Premises are incorporated herein by reference in their entirety. The breach of any covenant, warranty or representation contained in such Environmental Certificate shall be an occurrence of default under the terms of this Mortgage.
- (b) Mortgagor covenants that the Premises shall not be contaminated by Hazardous Materials (as defined herein) and further covenants, so long as the indebtedness remains outstanding: (i) that it shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of the Mortgagor, any tenant, subtenant or occupant, the discharge, dispersal, release or disposal of Hazardous Materials onto the Premises; and (ii) that it shall not allow any conditions to exist that would subject it to damages, penalties, injunctive relief or clean up costs under any applicable federal, state or local statutes, laws or regulations, or at common law.
- (c) Mortgagor shall comply with and ensure compliance by all tenants, subtenants and occupants with all applicable federal, state and local laws, ordinances, rules and regulations, with respect to environmental matters, and shall keep the Premises free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations.
- (d) In the event that Mortgagor receives any information, notice or advice from any source that an environmental impact or threatened or actual release affecting the environmental condition of the Premises is alleged, suspected or observed or with regard to Hazardous Materials, Mortgagor shall immediately notify the Mortgagee and in no event later than 24 hours after such receipt. The phrase "environmental condition" includes any adverse effect on the surface or ground water, drinking water supply, land surface or subsurface strata and the ambient air.
- (e) If Mortgagor breaches any covenant, warranty or representation contained herein or if Mortgagor permits any condition or substance on the Premises which impairs the environmental condition of the Premises, the Mortgagee, at his own expense, shall conduct all investigations, removal, remedial and all other actions necessary to evaluate and correct any condition or substance causing degradation of the environmental condition of the Premises in accordance with governmental or judicial direction and all applicable federal, state and local laws, ordinances, rules, regulations and policies and to the satisfaction of the Mortgagee. Mortgagor shall provide Mortgagee with copies and verification of all reports concerning such investigations and other actions so taken.
- (f) If an environmental assessment has been conducted at Mortgagor's request, such assessment shall not be deemed a waiver or relinquishment of Mortgagee's right to rely on the covenants, representations, warranties or agreements made herein and in the other documents or to receive the protection and indemnity contained herein. If at any time during the term of the indebtedness, the Mortgagee reasonably believes that any federal, state and local law, ordinance, rule or regulation with respect to Hazardous Materials or the environmental condition of the Premises has been or is being violated, the Mortgagee shall have the right to require Mortgagor, at Mortgagor's expense, to have an environmental assessment or assessments completed and to furnish evidence satisfactory to Mortgagee that no such violation has occurred. Until receipt of such evidence, the Mortgagee shall not be required to make any advances or loans to the Mortgagor. Mortgagee's exercise of its rights under this subparagraph (f) shall in no way limit its other rights and remedies outlined herein and in the Loan Documents.
- (g) The Mortgagor shall provide the Mortgagee with reasonable access to the Premises, the Mortgagor's business records and Mortgagor's agents and employees for the purpose of confirming compliance with the provisions of this mortgage, conducting or causing to be conducted environmental assessment or assessments and protecting the Mortgagee's security interest. The Mortgagee shall be under no duty to exercise such access, the nonexercise of which shall in no way prejudice the rights of the Mortgagee under this mortgage or otherwise.
- (h) Mortgagor has a continuing duty to notify the Mortgagee of any change of conditions affecting the continuing accuracy and truthfulness of any covenant, representation, or warranty of the Mortgagor contained in this Mortgage or in any Environmental Certificate delivered by Mortgagor to Mortgagee.
- (i) The Mortgagor agrees to indemnify, defend and hold harmless, the Mortgagee against any and all claims, losses, costs, damages, liabilities, and expenses (including all reasonable attorney's fees) incurred in whole or in part by the Mortgagee and directly or indirectly arising out of or attributable to the Mortgagor's breach of any covenant, warranty or representation herein, Mortgagor's use of Hazardous Materials, violation of federal, state or local laws, ordinances, rules or regulations by the Mortgagor, or degradation of the environment in connection with the Premises, whether by the Mortgagor or by others, and whether occurring before or after the execution of this Mortgage.
- (j) All obligations and liabilities of the Mortgagor under this Mortgage, including, but not limited to, the indemnity contained herein, shall survive the discharge of the Mortgage as a result of foreclosure or deed given in lieu thereof, or any other exercise by the Mortgagee of any remedies available to it for any default under this Mortgage and shall be in full force and effect at the time any claim or action is asserted by or against the Mortgagee.
- (k) For purposes of this Mortgage, "Hazardous Materials" shall include without limitation, any chemical or other material which is or may become hazardous to the public health, safety or welfare or to the environment, flammable explosives, petroleum fractions, pesticides, radioactive materials, hazardous materials, hazardous waste, regulated substances, hazardous or toxic substances, asbestos containing materials, polychlorinated biphenyls, contaminating pollutants or related or similar materials, including by way of example, substances or materials defined by any federal, state or local environmental law, ordinance, rule or regulation, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act as amended (7 U.S.C. 136 et seq.) or, as applicable, the Michigan Environmental Response Act, as amended (M.C.L. 299.601 et seq.), the Illinois Environmental Protection Act, as amended, (Ill. Rev. Stat. 1989 Ch. 111.5, § 1001 et seq.), or the Indiana Hazardous Waste Act, as amended (IC 13-7 et seq.) and the regulations adopted and publications promulgated pursuant thereto.
- 24 All notices to Mortgagor and to Mortgagee shall be deemed to be duly given if and when mailed, with postage prepaid, to the respective addresses of Mortgagor and Mortgagee appearing on the first page hereof, or if and when delivered personally.
- 25 That if the Mortgagor consists of more than one person, such Mortgagor shall be jointly and severally liable under any and all obligations, covenants, and agreements of the Mortgagor contained herein. If the Mortgagor is a trust, then the term Mortgagor as used herein shall include the beneficiaries of such trust.
- 26 The terms, conditions and covenants contained herein shall bind, and the benefits and advantages thereof inure to, the respective heirs, executors, administrators, assigns, personal representatives, and successors of the parties hereto.
- 27 (a) Mortgagee may at any time release all or any part of the Premises from the lien of this Mortgage or release the personal liability without giving notice to, or obtaining the consent of, the holder of any mortgage or lien upon, the Premises. Any such release shall not impair or affect the validity or priority of this Mortgage, regardless of the effect of such release upon any such mortgage lien or other interest of the holder thereof. Nothing in this subparagraph constitutes consent by Mortgagee to the placing of a mortgage lien or other encumbrance on the Premises.
- (b) Mortgagee (i) waives notice of any advances or other extensions of credit included in the indebtedness; (ii) waives any right to require Mortgagee to sue upon or otherwise enforce payment of the indebtedness or to enforce any security therefor before exercising its rights and remedies under this mortgage; and (iii) agrees that the validity and enforceability of this mortgage shall not be impaired or affected by any failure of Mortgagee to obtain or perfect, or secure priority of, any other security at any time given, or agreed to be given, by any person of the indebtedness.
- (c) Mortgagee is authorized from time to time and without notice to or consent by Mortgagor, and with or without consideration, to give and make such extensions, renewals, modifications, waivers, settlements, and compromises, on such terms and conditions as Mortgagee may see fit, with regard to any of the indebtedness as to which Mortgagor is not the obligor or with regard to any security for the indebtedness that is not owned by Mortgagor. Any such action shall not impair or affect the validity or enforceability of this mortgage.

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7. The Mortgagor's failure to pay any insurance premium upon policies covering any of the Premises or failure to pay any taxes or assessments, or both, assessed against the Premises, or any installments thereof, before any interest or penalty for nonpayment attaches thereto, shall constitute waste and the Mortgagor agrees to and hereby does consent to the appointment of a receiver with such powers as the court making such appointment shall confer.
- Payment by the Mortgagor for and on behalf of the Mortgagor of any such delinquent tax, assessment or insurance premium, properly payable by Mortgagor under the terms of this mortgage, shall not cure the default herein described nor shall it in any manner impair the Mortgagee's right to the appointment of a receiver on account thereof.
8. As additional security for payment of the Indebtedness, interest thereon, insurance premiums, taxes and assessments, at the time and in the manner herein agreed, and for the performance of the covenants and agreements herein contained, the Mortgagor hereby assigns to Mortgagee, the rents, issues and profits of the Premises, and in the event of a default in the terms, conditions, covenants or promises contained in this mortgage or in the Note, Mortgagee may receive and collect said rents, issues and profits so long as such default shall exist and during the pendency of any foreclosure proceedings and during any redemption period, provided, however, that Mortgagee as a result of the receipt and collection of such rents, issues and profits shall not be deemed an owner or operator of the Premises as may be defined in any state or federal environmental law or regulation. As of the date of this mortgage, as additional security, Mortgagor hereby assigns to Mortgagee all written or oral leases, whether now in existence or which may hereafter come into existence during the term of this mortgage, or any extension hereof, and the rents thereunder, covering the Premises. The collection of rents by Mortgagee shall in no way waive the right of the Mortgagee to foreclose this mortgage in the event of said default or defaults. This assignment of rents shall run with the land and be good and valid as against the Mortgagor herein, or those claiming by, under or through the Mortgagor, from the date of the recording of this instrument. In the event of a sale on foreclosure which shall result in a deficiency, this assignment shall stand as security during the redemption period, for the payment of such deficiency.
- The Mortgagor will not assign the whole or any part of the rents, income or profits arising from the Premises, without written consent of the Mortgagee.
- In the event of default in any of the terms, conditions or covenants of this mortgage, the Mortgagor shall, upon demand therefor made by the Mortgagee, deliver and surrender possession of the Premises to the Mortgagee, who shall thereafter collect the rents and income therefrom, rent or lease the premises or portion thereof upon such terms and for such time as it may deem best, terminate any tenancy and maintain proceedings to recover rents or possession of the Premises from any tenant or trespasser.
- In the event that the Mortgagor fails, refuses or neglects to deliver or surrender such possession, the Mortgagee shall be entitled to the appointment of a receiver of the Premises and of the earnings, income, issue and profits thereof, with such powers as the court making such appointment may confer.
9. Notwithstanding any taking by eminent domain, or injury to or decrease in value of the Premises by any public or quasi-public authority, the Mortgagor shall continue to pay interest on the entire principal sum secured by this Mortgage until any such award or payment shall have been actually received by the Mortgagee and no reduction of principal shall be deemed to take effect until such receipt. Any such award or payment may, at the option of the Mortgagee, be retained and applied by the Mortgagee toward payment of the Indebtedness. If prior to any receipt by the Mortgagee of such award or payment, the Premises shall have been sold on foreclosure of this mortgage, the Mortgagee shall have the right to receive such award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not such deficiency judgment on this mortgage shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by the Mortgagee in connection with the collection of such award or payment. The Mortgagee is hereby appointed attorney in fact for the foregoing purpose and as such is duly authorized and empowered to receive, receipt for, discharge and satisfy any such award or judgment, whether joint or several, on behalf of the Mortgagor, which said receipt, discharge and satisfaction shall be legally effective and binding as if given directly by the Mortgagor, provided, however, that nothing herein contained shall deprive the Mortgagor of the right to contest either the necessity of any such condemnation, or the value placed on the Premises thereon.
10. The entire Indebtedness, together with interest thereon, shall become due and payable, and this mortgage subject to foreclosure at the option of the Mortgagee without notice except as may be otherwise provided herein:
- (a) after default in the payment when due (whether by acceleration or otherwise) of any installment of principal or of interest on the Note or on the Indebtedness, or
  - (b) upon default in the observance or performance of any covenant or agreement of the Mortgagor in this mortgage or if Mortgagor shall default in the due performance or observance of any other obligation under any other mortgage, deed, security agreement, loan agreement, lease, pledge agreement, assignment, security or other agreement, instrument or document heretofore or hereafter executed by the Mortgagor and delivered to the Mortgagee (collectively the "Loan Documents"), or
  - (c) upon the election by the Mortgagee to accelerate the maturity of said principal sum pursuant to the provisions of the Note, this mortgage or any of the Loan Documents, or
  - (d) if Mortgagor (or if Mortgagor is more than one person, any of such persons) or any guarantor of the Indebtedness shall die, dissolve, become insolvent, or make an assignment for the benefit of its creditors, or
  - (e) if any guaranty that now or hereafter secures payment or performance of all or any part of the Indebtedness shall be terminated or limited, for any reason, without the prior written consent of the Mortgagee, or
  - (f) if a voluntary, or involuntary case in bankruptcy or receivership shall be commenced by or against Mortgagor (or if Mortgagor is more than one person, any of such persons) or any guarantor of any of the Indebtedness, then the entire Indebtedness shall automatically become immediately due and payable, without notice or demand.
- (g) Upon default in the observance or performance of any of the provisions of Section 23 of this Mortgage, or if any warranty, representation or statement made or furnished to the Mortgagee by or on behalf of the Mortgagor, in connection with the environmental condition of the Premises or to induce the Mortgagee to make a loan to the Mortgagor, proves to have been false in any material respect, or if an environmental condition occurs subsequent to the date of this mortgage.
- Further, upon occurrence of any default described above, any agreement between the Mortgagor and the Mortgagee concerning release of any portion of the Premises or the consideration to be paid or payable for such release shall be null, void and of no further effect.
11. The Mortgagee and any persons authorized by the Mortgagee shall have the right from time to time to appraise or to cause the Mortgagor to appraise the Premises and to enter and inspect the Premises at all reasonable times.
12. That the Mortgagee shall have the right from time to time to sue for any sums whether interest, damages for failure to pay principal or any installment thereof, taxes, installments of principal, or any other sums required to be paid under the terms of this mortgage, as the same become due, without regard to whether or not the principal sum secured or any other sums secured by this mortgage shall be due and without prejudice to the right of the Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by the Mortgagor existing at the time such earlier action was commenced.
13. Mortgagee shall have all rights and remedies provided for in this mortgage and otherwise permitted by law. In addition, upon occurrence of a default by Mortgagor under the terms of this mortgage or the Note, Mortgagee shall have the right, and is hereby authorized,
- (a) To the extent permitted by law, to collect and receive all rents, profits, and other amounts that are due or shall hereafter become due under the terms of any leases, land contracts, or other agreements, now or hereafter in effect, by which Mortgagor is or shall be leasing or selling the Premises or any interest therein, and to exercise any other right or remedy of Mortgagor under any such lease, land contract or other agreement, provided that Mortgagee shall have no obligation to make any demand or inquiry as to the nature or sufficiency of any payment received or to present or file any claim or take any other action to collect or enforce the payment of any amounts to which Mortgagee may become entitled hereunder, nor shall Mortgagee be liable for any of the Mortgagor's obligations under any such lease, land contract, or other agreement.
  - (b) To obtain or update abstracts of title, title searches and title insurance with respect to the Premises and all sums expended therefor shall be part of the Indebtedness and shall bear interest at the highest rate set forth in the Note.
  - (c) To foreclose this mortgage by action pursuant to applicable law, and
  - (d) To sell, release and convey the Premises at public sale, and to execute and deliver to the purchasers at such sale good and sufficient deeds of conveyance, rendering any surplus funds, after payment of the Indebtedness in full and the expenses of such sale, including attorneys' fees as provided by law, to Mortgagor, all in accordance with Ill. Rev. Stat. C 110, par. 15-1512, as the same may be amended from time to time, and any similar statutory provisions which may hereafter be enacted in addition thereto or in substitution thereof.
- All rights and remedies of Mortgagee under this Mortgage, whether or not exercisable only on default, shall be cumulative and may be exercised from time to time and no delay by Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy, except to the extent otherwise provided by law. In this mortgage, "maturity" means such time as the Indebtedness shall be or shall become due and payable, whether by the terms of the instruments or pursuant to Paragraph 10 hereof or otherwise.
14. That in case of any sale under this mortgage, by virtue of judicial proceedings or otherwise, the Premises may be sold in one parcel and as an entirety or in such parcels, or portions thereof, manner or order as the Mortgagee in its sole discretion may elect.
15. Mortgagor or any other person hereafter obtaining a mortgage or lien upon, or any other interest in the Premises, releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and waives with respect to any foreclosure of this Mortgage, (i) any right to marshaling of the Premises and any right to require a minimum bid or "upset" price, and (ii) the benefit of any stay, extension, exemption or moratorium laws, now existing or hereafter enacted, and (iii) any right to reinstatement or redemption provided by any law now existing or hereafter enacted.
16. If the ownership of the Premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may deal with such successor or successors in interest with reference to this mortgage, and the debt hereby secured, in the same manner as with the Mortgagor, without in any manner violating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. The Mortgagor shall at all times continue primarily liable on the Indebtedness until this mortgage is fully discharged or Mortgagor is formally released by an instrument in writing duly executed by the Mortgagee.
17. Mortgagor(s) jointly and severally understand, agree and expressly consent, that Mortgagee hereby reserves and shall have the optional right to declare all sums secured by this mortgage to be immediately due and payable, in the event the Mortgagor without Mortgagee's prior written consent, grants any other mortgage, lien or encumbrance upon the Premises or sells, transfers, assigns, or conveys any interest in the mortgaged Premises, exclusive of and excepting any sale, transfer or conveyance (a) by and to any initial Mortgagor, or (b) by testamentary device, inheritance or by operation of law upon the death of a joint tenant or a tenant by the entirety. Mortgagee's option to accelerate in any such cases may be exercised by the written notice thereof to any one or more of the Mortgagors or to any one or more of the parties to whom such mortgage, lien or

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EXHIBIT A  
TO  
REAL ESTATE MORTGAGE

Description of Real Estate

Tax Identification Number 03-20-301-024 Thru 030

LOTS 1, 2, 3, 4, 5, 6, and 7 In Northwest Medical Subdivision, being a Subdivision of part of the SW 1/4 of Section 20, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 1420 & 1430 Arlington Heights Road, Arlington Heights, IL 60004

Property of Cook County Clerk's Office

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RIDER ATTACHED TO AND MADE PART OF MORTGAGE

DATED February 5, 1993 UNDER TRUST NO. 3200-AH

This MORTGAGE is executed by NBD TRUST COMPANY OF ILLINOIS, not personally but as Trustee under Trust No. 3200-AH in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said NBD TRUST COMPANY OF ILLINOIS hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing contained herein or in the Note or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of the Mortgagor, or on said NBD TRUST COMPANY OF ILLINOIS, personally, to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the Mortgagee, the legal owner(s) or holder(s) of said Note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the Mortgagor and said NBD TRUST COMPANY OF ILLINOIS personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged by the enforcement of the lien hereby created in the manner herein and said Note provided or by action to enforce the personal liability of the guarantors, if any. All the covenants and conditions to be performed hereunder by NBD TRUST COMPANY OF ILLINOIS are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against NBD TRUST COMPANY OF ILLINOIS by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied herein contained in this instrument.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that NBD TRUST COMPANY OF ILLINOIS shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials, (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

NBD TRUST COMPANY OF ILLINOIS, as Trustee under Trust No. 3200-AH and not individually

by Wayne H. Coble, Jr.  
~~Wayne H. Coble, Jr.~~ Vice President  
and Trust Officer

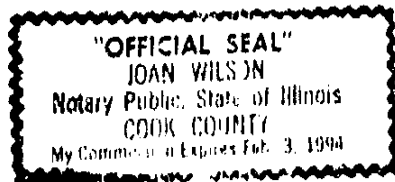
ATTEST:

Annette N. Brusca  
Trust Officer

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

I, Joan Wilson, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Wayne H. Coble, Jr., ~~Wayne H. Coble, Jr.~~ Vice President/Trust Officer of NBD TRUST COMPANY OF ILLINOIS, and Annette N. Brusca, ~~Annette N. Brusca~~ Trust Officer/~~Annette N. Brusca~~ thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Trust Officer~~ Vice Present /Trust Officer and ~~Trust Officer~~ Vice President /Trust Officer/~~Trust Officer~~, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes herein set forth; and the said ~~Trust Officer~~ Trust Officer/~~Trust Officer~~ did also then and there acknowledge that he/she as custodian of the corporate seal of said Corporation did affix the said corporate seal of said Corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of February A.D., 19 93.



Joan Wilson  
Notary Public