#900 East Kensington Road, REAL ESTATE MORTGAGE of the control the "Moctagor") and Figi of America Bank. Northeast Illinois, N.A.

National Banking Corporation

325 N. Milwaukee Ave. Libertyville, ill 60048

instruct contains of Trustee Trust contains, as successor Thusteen
Heights as Trustee U/T/A dated, many/amangle 1996 and Dorsandly
in the pencepal sum of Forty five thousand and No/100ths 93241717 45,000.00--Toolians subboned by a contain promissory DEPT-01 RECORDING note of even date herewith (In., "hore") whereby the obligor promines to pay the Note Interest. All for the provided in the Note and late charges and prepayment premiums, if any, all of which some, if not some need, are due and payable on AUSUST 5. THESES TRAN 2997 04/01/93 14:48:09 paid, are due and payable on August 5 *--93--241717 FOR VALUE RECEIVED, the Mortgager mortgages and manager to Mortgages the real of Town of Arlington Heights and to Mortgagee the real estate located in COOK COUNTY RECURDER the , State of filmois, described on Exhibit "A" attached hereto, Prince of together with the massiments, importanients, hereditaments, and appartenances, now or hereafter belonging thereto, and the renty income and note a theretion and all fixtures now or hereafter attached to at used (FOR RECORDER'S USE) In connection merewith, and all equipment, building materials, machinery, engines, buildes, blovators, and plumbing, electrical, heating, air condition of greating and mechanical equipment and all of which equipment and personal property described and nature of owner hereafter located thereon (all of which equipment and personal property from collectively termed the "Equipment") and denned to be fixtures and a part of the realty, all this for going being collectively referred to herein as the "Premises".

10 SECURE the payment of back principal sum of money and said interest and late charges and prepayment premiums in accordance with the terms, provisions and limitations O SECURE the payment of said principal sum of money and said interest and late charges and prepayment premiums in accordance with the terms, provisions and limitations of this Mortgage and the Note, and all extensions, mod insulations and renewals thereof, and for the purpose of further securing line payment of any and all sums, indebtedness and liabilities of any and every kind now or hereafter owing and to become due from the Mortgage or to the Mortgage or to the holder or assignee of the Note or this Mortgage or under any other instrument, obligations, contracts or agreements, or deam as a large and every kind now or hereafter existing or antered into between the Mortgage and the Mortgage or otherwise and whether direct, indirect, primary, secondary, fixed or continuous tagether with interest and charges as provided in the Note and in any other agreements by and between the parties nerver, and including all present and future indebtedness incurred or continuous of a quaranty to Mortgage of present or future indebtedness or ginally owing by Mortgagor to third parties and assigned by said third parties to Mortgage, and of present and future indebtedness or ginally owing by Mortgagor to third parties and assigned by said third parties to Mortgage, and of present and future indebtedness or ginally owing by Mortgagor to the distinct of secure the prompt and fartful purformance and observance by Mortgagor of a secure the prompt and fartful purformance and observance by Mortgagor of a partformed under or according to any and all instruments. Advantages or extensions or any or the foreigning preferrance and conditions to the Mortgager of all the forms, undertakings, coverants and conditions to the Mortgager to be kept, independent under or according to any and all instruments, obligations, contracts or agreements entered into or to be expend in the faunt between the Mortgager and the Mortgager.

Mortgager hereby coverants, instable and agrees as follows.

To pay the sum of money mentioned in the Note, and the interest thereon, and to also pay or cause to be part, the Indebtedness at the time and in the manner described therein

If required by Mortgague, to make monthly deposits with Mortgague in a non-interest abstraing account at the same times as installments of principal and interest are payable of a sum equal to one (width 11/12) of the optimated yearly taxes and accommonly levied or to be levied against the Premises and insurance premiums, all as estimated by Mortgagee, but with an initial payment into escrow which initial payment, too liber with such subsequent monthly payments, will be sufficient in pay such estimated. tives and aspersioners and insurance premiums as and when they become due and paylok. Such deposits shall be applied by Mortgages to the payment of such taxes and assessments and insurance premiums when due. Any insufficiency of such account to paylob by Mortgager on demand. Upon any default under this mortgage, Mortgager may apply any finds on the account to any obligation then due under this mortgage. The enforceability of the coverants relating to tixes, assessments and insurance premiums herein otherwise provided vill not be affected except insofar as the obligations thereunder shall have been actually met by compliance with the terms of this paragraph. Mortgages may at any fines here the at its option waive, and after such waiver immediate, any or all of the provisions of this paragraph with respect to the making of morthly deposits for estimated yieldy taxes. assistance and insurance premiums by more mortigager in writing of such waiver or reinstatement. While any such waiver is in effect, Mortgager will pay toxes, assessments and insurance premiums for which monthly deposits have been waived as elsewhere provided in this mortgage

So long 4s any part of the Indebtedness shall be unpaid. To remove from and promises all statutory ben claims, to protect the fille and possession of said real astate, and to pay when the same shall become due and before any interest or penalty for nonpayment attaches thereto, all large and assessments, general and special, now existing, or highest evided or assessed upon said real estate or the interest themself created by this mortgage or also mortgage interest in said land, or the indebtedness or upon this mortgage, and deliver to the Mortgage estations evidence of payment thereof

To abstain from the commission of waste on the Promises and to keep the buildings thereon and the Lapporent in good repair, at 3 promptly comply with all statutes, ordinances, regulations and requirements of all departments of government, affecting the Promises. Subject to the provisions of paragraphs 5 and 18 the Mortgagor will promptly repair, restore, replace or rebuild any part of the Promises now or hereafter subject to the field of this mortgagor which may be demaged in desirous own by any casualty whatsoever or which may be affected by any proceeding of the character referred to in paragraph 9. The Mortgagor will not initiate, join in or consact 17 arc, change in any private restrictive covenant, roning ordinance, or other public or private restrictions. Itiming the uses which may be made of the Premises or any part 19 ore.

To keep said buildings, and any which may hereafter be erected upon the Promises and the Equipment insured against loss or damage by are and such other hazards or risks as may be required by said Mortgagee in such amount or amounts as may be required by said Mortgagee but not less than 100% of the full in unail is value, in such insurance company or companies as the said Mortgagee, its successor or assigns, may approving and to deliver to said Mortgagee, as additional security hirebs. It is pulicins of such insurance and of any additional insurance which shall be taken out upon such buildings and the Equipment while any part of the Indebtedness shall remain unjust having attached to said policies such mortgage indemnity clauses as fair Mortgagee shall direct. Remains of such policies shall be so delivered at least ten days before any such insurance shall expire. All such insurance currier shall be substactory to Mortgague. Each policy evidencing such insurance shall provide that loss shall be payable to Mortgague as its interest. shall appear at the time of loss, shall be in a form and substance acceptable to Mortgagae, and shall be delivered to Mortgagae. Each such policy shall provide that at least ten (10) day's prior written notice of any cancellation of or any material change in sack amorance shall be given Mortgaged by the insurer. Any sum which may become due under any such policy may be applied by Mortgagos, at its option, either to induce the indebtedness or to repair or replace the improvements covered by well policy in the under any such policy may be applied by Mortgagos, at its option, office to induce the indebtedess of to repair or replace the improviments covered by and policy, in the event of any loss or damage to the Premises. Mortgago, will give immediate notice thereof to Mortgages and Mortgagos and the high to make proof of such loss or damage, if Mortgagos not cromptly do so. All proceeds payable under any such insurance in policy, whether or not enforsed payable to Mortgages, shall be payable due to Mortgages, and the Mortgagos is authorized to settle adjust or compromise any claims for loss or damage under any such policy. Mortgagos may provide and substitute for any and all of the insurance so held as aforesaid, such other policy or policies of insurance, in blie amount, as it may determine, provided Mortgagos tails to replace any such insurance within ten days after being nothed that the insurance company is no longer approved by Mortgagos. In case of sale under foreclosuse berent, all bush separance shall thenostoth and much the period of retemption shall explice be made payable to the purchaser at sale, and in such overtisad Mortgagos is hereby authorized to the houser of such certificate. to the holder of such certificate

In case Mortgagor shall neglect or refuse to keep the Premises in good repair and condition to pay premptly when due all taxes and assessments, as aforesaid, or to remove any statutory tens on the Premises or to keep the buildings, the Equipment and improvements insured, as aforesaid, and deliver the policy or policies of insurance, or the remewals thereof to Mortgagoe, as aforesaid, then Mortgagoe may if it shall so elect, make repairs, pay such taxes and assessments, with the account interest, penalties, officer's fees, and expenses thereon, redeem the Premises which may be sold or furfeilled for taxes of discessments, with the accrued interest penalties, officer's fees, and expenses thereon, purchase any tax little thereon remove any tax little thereon, remove any statutory liens and prosecute or defend any suits in relation (timeto, arange and keep insured said buildings in the som, as aloresaid, including the sum and its sums paid out for substituted insurance, as aforesaid, including the costs, expenses and attorney's fees paid in any suit affecting the Prinnishs, when necessary to protect the hen hereof, shall be ar interest from the dates of such payments at a rate equal to the highest rate set forth in the Note, shall be paid by Mortgager upon demand and shall be deemed a part of the Indehledness, and recoverable as such in all respects. Any such liens, claims, taxes assessments, or tax little supports set. or redeemed by said Mortgager shall, as between the parties hereto and their successors in Interest, be deemed valid, so that in no event shall the necessity or validity of any such payments be disputed

0986612 Real Estate Mortgage (ILLINOIS) 0591

is appraised to determine its value. The Mortgagor shall pay all costs and fees of Juch Mortgagor at the request of the Mortgagee shall appraisals of re-appraisals If the Mortgagee shall incur or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not its sustain the lien of this Mortgage or its priority, or to protect or enforce any of its rights heraunder, or to recover any indebtedness hereby secured, or for any title examination or title policy relating to title to the Premises, or for any appraisal or re-appraisal of the Premises, all such sums shall on notice and demand be paid by the Mortgagor, together with interest thereon at the default rate described in the Note and shall be a lien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the Note The rights of the Mortgages arising under the clauses and covenants contained in this mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others, that no act of the Mortgages shall be construed as an election to proceed under any one provision herein to the exclusion of any other provisions, anything herein or otherwise to the contrary notwithstanding This mortgage can not be changed except by agreement in writing signed by the party against whom enforcement of the change is sought If any provision of this mortgage shall be prohibited or unenforceable by any application of law, the provision thall be ineffective only to the extent and for the duration of such prohibition or unenforceability, and the unenforceability or prohibition thereof shall not invalidate any of the remaining provisions hereof Nothing contained in this Mortgage of any exhibit attached hereto or any agreement given pursuant hereto shall be deemed or construed as creating any relationship other than that of Mortgagor and Mortgagee. There is no partnership or joint venture between the Mortgagee and Mortgagor or between Mortgagee and any other person and the Mortgagee. is not responsible in any way for the debts or obligations of the Morrgagor or any other person. Nothing in this Aggreement or its attachments makes the Mortgagee a fiduciary for the Mortgagor or any other person or an owner or operator of the Premises Any appraisals of the Mortgager's property or evaluation of the potential profitability of the enterprise to be engaged in by the Mortgagor in connection with the extension of credit from the Mortgaged to the Mortgagor, are for the sole benefit of the Mortgagee and do not constitute a representation of the likelihood of profitability of such enterprises by the Moitgagee to the Mortgagor This mortgage shall be governed by Illinois law The pronouns and relative words herein used shall be read as if written in the singular plural feminine or neuter forms so as to appropriately refer to the party or parties designated Additional Provisions in this section is left blank, there are no additional provisions) HED TRUET COMPANY OF ILLINOIS, AS SUCCESSOR TRUSTED TO The Bank & Trust Co. of IN WITNESS WHEREOF, Moregagor has executed this Mortgage MORTGAGOR Arlington Heights as Trustee, the day and year first above written U/T/A dated 11/28/83 Trust #3200 and not personally FRANKOATION : BRANKISLAM (BEST) (CTAM) STATE OF ILLINOIS 1 55 ASSECTION OF THE The second transfer with the second of COUNTY OF ì Table & Bridging before me personally appeared in the year On this day of to me known to be the person(s) described in and who excuted the foregoing instrument and (severally) acknowledged to me that he/she/they Individual executed the same to me known to be a partner in the partnership described in 2 id ne/she/they which executed the foregoing instrument and acknowledged to me Partnership that such partnership executed the same Corporation to me known to be an officer in the corporation described in and halfshowthey which executed the foregoing instrument, and acknowledged to me that such corporation executed the same -16/4'S OFFICO Notary Public County Bhoois My Commission Expires THIS DOCUMENT DRAFTED BY c/o First of America Bank WHEN RECORDED RETURN TO Trust of America Bank Northeast Illinois, N.A. 325 N. Milwaukee Ave. Libertyville, IL 60048

encomprance was granted or such interestings of transferred a signer of course of any nating within their play of the case and received actual netice of the mortgage lieu or encourse specific and extensive assignment or consequence and ne order reversely interference spall extensive an exercise of such optional light to accelerate by the Mortgagee upon any subsequent mortgage, lieu se encountrance or the sale or makes assignment to extend or transfers or conveyances.

In the event of a payment to Meditagin, personal to the provisions bright of any contex or professional any proceeds of occurred or of proceeds of any confidencedien or emocrat some name of proceeds from any rate of the Premises at Toroclosure. Mortgages shall have the right to apply such cents or professor proceeds, to such amounts and or proportions a Mortgages shall be as some from determined to the full or partial satisfaction of any or all of the troubteniess and obligations of Mortgages's secured hereby.

proportions as Mortgages and an an animomen of the hard of partial number of any orange of the non-timental months and partition of the non-timental partition of the proportion of any material partition of the proportion of the interest in pura property to the Mortgagne

Marigagor agrees as follows: (a) that agon default bereaudur and ecceleration of the Indobtedness pursuant to the provisions hereof, the Morigages may at its discretion. require this Mortgagor to issemble the downlife Equipment, or any part thereof, and make it available to the Mortgagor at a place elasonably convenient to both parties to be designated by the Mortgages, the that the Mortgages shall give the Mortgages notice, by enquiveed man, postage propose, of the time and place of any public sale of any of the Equipment or of the trae after which any private said or other intended desposition thereof in to be made by sending notice to the Marigagor at least for (10) days before the time of the sale of other disposition, which provisions for more alle Multiques and Multiques are to secondary provided, however, that nothing become shall preclaim the Multiques from proceedings to respect of real property accordance with Multiques are respect of real property as provided in Article 9 of the flumps tradem (commercial Code (the Code) and particularly the New Stat. C. 26, 4.9.50). (c) that in the event of default under this multipage, the Mortgager shall make the option of provided and Article 9 of the theory to the option of the avent of default under this multipage. The Mortgager shall make the option of the option of the theory to the option of the option any desposition of any of the Equipment may be applied by the Mortgages to this payment of research accurred in connection with dispusability of the Equipment inclining reasonable attorneys' tass and legal expenses, and any balance of such proceeds may be applied by the Mortgage towards the payment of the obligation secured by this mortgage

Mortgager shall execute asknowledge and deliver from time to time, such further instruments at may be requested by Mortgager to confirm and protect the lien of this Mortgager on the Equipment and interest to be and shall be constitued as a security agreement in which Mortgagor gram. Gertgages a security interest in the lixtures and Equipment as proviously discribed herein

Mortgagor will not cruate at parout to exist any lien, encumbrance or security interest in the Premises to for in favor of, any one other than the Mortgagee

(a) An coverants, warrantees and appresentations from the Mortgager to the Mortgager in any Environmental Certificate executed by the Mortgagor and relating to the Prinnises are incorporated herein by reference in their entirely. The breach of any covenant, warranty or representation contained in such Environmental Certificate shall be an occurrence of detact under the terms of this Marchael

(b) Mortgagor covenants that the Premise is not confaminated by Hazardous Materials (as defined herein) and further covenants is a long as the Indebtedness remains outstanding (i) that it shall not cause or permit, as a result of any interhonal or combinional act or comession on the part of the Mortgagor, any tenant, subbroant or occupant, the discharge, dispersal, release or disposal of Fazardon's Millian its onto the Premises, and (a) that it shall not allow any conditions to exist that would audject it to damages, ponalities, injunctive renet or clean up costs under my applicable folian, state or local statutus, laws or regulations, or at common law

(c) Mortgager shall comply with and ensure compliance by all terrants, subtonants and occupants with all applicable federal, state and local laws, ordinances, rules and regulations, with respect to environmental matters, and shall keep the Phamees free and clear of any benamposed pursuant to such laws, ordinances, rules and regulations.

(d) in the event that Mortgagor receives any information, in does or advice from any source that an environmental impact or threating or actual release affecting the enzymmental condition of the Premises of alloged suspected or observed or with again to Hazardous Materials. Mortgagor shall immediately notify the Mortgagor and in on event tater taken 24 hours after such receipt. The phrase convenience condition includes any adverse effect on the serface or ground water, drinking water supply, fand surface or subsurface

(e) If Mortgagor breaches any coverant, warranty or representation continued herein or if Mortgagor parmits any condition or substance on the Premises which impairs the environmental condition of the Premises the Mortgagor, at his own in ensuring conduct all environmental condition of the Premises, the Mortgagor, at his own in, ens. Food conduct all envisingations removal, remedial and all other actions necessary to evaluate and contect any condition or substance clusting degree dation of the environment, academic of the Premises in accordance with governmental or judicial direction and all applicable federal state and local types ordinariaes rule; regulations and policies and to the satisfaction of the Mortgagoe Mortgagoe with copies and verification. of all reports concurring such investigations and other actions so taken

(f) If an environmental assessment has been conducted at Mortgageo's request, and research shall not be desired a warren or reimpuratment of Mortgageo's right to rely on the coverints, representations, warranties or ignerments made forein and in the loar thoromorphism of the protection and widemady contained between 1 at any time during the term of the indebtoes. The Mortgages reasonably believes that any tederal, viale and local law, ordinance, ruboes required, explications that indebtoes that Mortgages reasonably believes that any tederal, viale and local law, ordinance, ruboes required, and transfer or the environmental condition of the Premises. This been on a been explicated, the Mortgages shall have the right to require Mortgages, and indicated as sessiment or assessments completed and formal evidence, satisfactory to story accept that no such violation has occurred. Until recept of such evidence, the Mortgages shall not be required to make any advances or loans to the Mortgages, accrete of it's rights under this subparagraph (f) shall in no way limit its other countries. other rights and remedies outlined herein and in the Loan Documents

(iii) The Mortgagor shall provide the Mortgagoe with reasonable access to the Premises, the Mortgagor's businets, scords and Mortgagor's agents and employees for the purpose of confurming compliance with the provisions of this mortgago, conducting or causing to be conducted enviror nents, assessment or assessments and protecting the Mortgagoe's security interest. The Mortgagoe shall be under no duty to exercise such access, the nonexercise of which, shall it no way prejudice the rights of the Mortgagoe under this mortgage or otherwise

th) Mortgage in Generalize the Mortgage of any change of conditions affecting the continuing accurracy and truthfulness of any covenant, representation, or variantly of the Mortgager contained in this Mortgage or in any Environmental Certificate delivered by Pfortgagor to Mortgagee. So the Mortgage of the Mortgage against any and all claims, leases, cost contained an expenses including all resonable actorings select capacited allegist of any incurred by the Mortgage and Precity or indirectly arising out of a attributable of the Mortgage and Precity or indirectly arising out of a attributable of the Mortgage and Precity of Indirectly arising out of a attributable of the Mortgage of Hazardous Materials, violation of federal, state or local laws, ordinates, rules or regulations by the Mortgagor or degradation of the environment to connection with the Premises whether by the Mortgagor or by others, and whether occurring beformor after the execution of this Mortgage. (g) All obligations and liabilities of the Mortgagor under this Mortgage including, but not limited to, the indemnity contained hiroin, s last silving discharge of the Mortgage as a result of forecourte or ited gives in lieu thereof, or any other exercise by the Mortgages of any remedies available to it for any occurrence in the Mortgage and shall be in full force and effect at the time any claim or action is asserted by or against the Morlgagee

(k) For purposes of this Mortgage. Hazardous Materials, shab include, without limitation, any common or other material which is or may become improve to the public health. safety or welfare or to the environment, flammable explosives, petrolouic fractions, perfoldes, radioactiva materials, hazardous materials, hazardous was to implicated substances. hazardour or toxic substances, asbestor containing materials, polychlorinated biphenyls, containing polyclants or related or similar materials, inc. (6.9.) by way of example nazarunut or rozic houstaines asperior containing marecaes, polycosomiced operanys contamananing postulants or insterior interiors, interiors, and total participation of materials defined by any federal, state or local environmental law, ordinance rule or regulation, including without limitation. The Comprehensive Environmental Response Compensation and Cabinty Act of 1980, as amended (42 tl 5 C. Sections 9601 et seq.) the Hazardous Materials Transportation Act, at amended (49 tl 5 C. Sections 1801 et seq.) the Dederal Insectioned Englishe and Rodenticide Act as amended (7 tl 5 C. 136 et seq.) or, as applicable, the Michigan Environmental Response Act, as amended (MCCL 299 601 et seq.), the liferon Environmental Protection Act, as amended (MCCL 299 601 et seq.), or the Indiana Hazardous Waste Act, as amended (IC 13.7 at seq.), and the regulations adopted and publications promulgated pursuant thereto.

All notices to Mortgagor and to Mortgagoe shall be deemed to be duly given if and when mailed, with postage prepaid, to the respective addresses of Mortgagor and Mortgagoe appearing unline first page hereof or if and when delivered personally

That if the Mortgagor consists of more than one person, such Mortgagor shall be jointly and soverably hable under any and all obligations, coverants, and agreements of the Mortgagor contained herein. If the Mortgagor is a fand trust, then the term Mortgagor as used herein shall include the beneficiaries of such land trust.

The forms, conditions and coverants contained herein shall bind, and the benefits and advantages thereof force to, the respective here, executors, administrators, assigns, personal representatives, and successors of the parties hareto,

(a) Mortgagee may at any time release all or any part of the Premises from the iten of this Mortgage or release the personal liability without giving notice to, or obtaining the consent of the horder of any mortgage or lien upon. The other interest in, 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 or the holder thereof. Nothing in this subperagraph constitutes consent by Mortgagee to the placing of a mortgage, lien or other ancumbrance on the Premises.

(b) Mortgagor (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 fadure 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

tel 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 autonisons, renewals, medifications, waivers, settlements and compromises on such terms and conditions as Mortgagor may see fit, with regard to any of the indectedness as to which Mortgagor is not the coagor or with regard to any security for the hidebledness that a not owned by Mortgagor. Ally such action shall not impair or affect the validity or enforceability of this mortgage.

The Mortgagur's failure to pay any insurance premion aborc policies covering any more Premises on Johns to pay any taxes existences or both larsessed against the Premises, or any installments thereof, before any interest or penalty for consent to the appointment of a receiver with such powers as the court making such appointment shall confer

Payment by the Mortgager for and on penalt of the Mortgagor of any such delinquent tax, assessment or insurance premium, properly payable by Mortgagor under the terms of this mortgage, shall not cine the default herein described our shall it in any manner impair the Mortgager's right to the appointment of a receiver on account thereof

As additional security for payment of the Indebtedness, interest thereon, insurance premians, 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 Mortgagoe, the rents, issues and profits of the Plemises, and in the event of a default in the terms, conditions, covenants or promises contained in this mortgage or in the Note. Mortgagoe may receive and collect said rects, issues and profits so long as such default shall exist and during the producty of any foreclosure proceedings and during any redemotion period, provided, however, that Mortgagoe 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 Mortgagoe 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 tents by Mortgagoe shall in no way waive the right of the Mortgagoe to foreclose this mortgage in the event of said default or defaults. This assignment of rents shall con with the land and be good and valid as against the Mortgagor hereo, or those claiming by, under or through the Mortgagor, from the date of the recording of this contributed 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 lents income or profits are my from the Premise, without written consent of the Mortgager

In the event of default in any of the terms, conditions or covenants of this mortgage, the Mortgagor chall, upon demand therefor made by the Mortgager, selecting and surrender possession of the Premises to the Mortgager, who shall thereafter collect the relits 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 tenantly and maintain proceedings to recover rents or possession of the Premises from any tenant or tresposses.

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

- Notwithstanding any taken by eminori domain, or injury to or decrease in value of the Fremises by any public or quasi public authority, the Mortgagor chall continue to payments and not be deemed to take citi. or until such receipt. Any such award or payment shall have been actually received by the Mortgagoe and no reduction of percipal shall be deemed to take citi. or until such receipt. Any such award or payment may at the option of the Mortgagoe, be retained and applied by the Mortgagoe. Itemated to the highesteness. If pinc to any receipt by the Mortgagoe of such award or payment, the Premises shall have been sold on foreclosure of this mortgage. The Mortgagoe is the find the restent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not such deficiency judgment on this mortgago shall be payment. The Mortgagoe is hereby appointed and of the reasonable coursel fees, costs and disburscments incurred by the Mortgagoe in hereby appointed attorney in fact for the foregoing purpose and as such is duly authorized and empowered to receive, receipt for discharge and such system award or judgment, whether 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 therein.
- 10. The entire indebtedness, together with interest increan, shall become due and payable, and this murtgage subject to foreclosure at the uplion of the Mortgagee without notice except as may be otherwise provided herein
 - (a) after default in the payment when due (whether ay acceleration or otherwise) of any installment of principal of or 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 inorigage. The security agreement loan agreement lease predict agreement assignment security or other agreement.
 - instrument or document heretofore or hereafter executed by the Mortgagor and delivered to the Mortgagor (collectively the "Loan Documents"), or (c) upon the election by the Mortgagor to accelerate the maturity of said principal sum pursuant to the provisions of the Note. this mortgagor or any of the Loan Documents or (d) if Mortgagor (or if Mortgagor is more than one person, any of such nursons) 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 the or any part of the Indebtedness shall be terminated or limited, for any reason, without the prior written consent of the Mortoaree, or
 - (f) If a voluntary, or involuntary case in bankruptcy or receivership shall be committed by or against Mortgagor for if Mortgagor is more than one purson, any of such personship 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 23.1 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 Mortgagor proves to have been false in any material respect, or if an environmental condition occurs studged by this mortgage.
 - Further, upon occurrence of any default described above, any agreement between the Mortgagor 2 id the Mortgagoe concerning release of any portion of the Premises of the consideration to be paid or payable for such release shall be not, 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 Mortgages shall have the right from time to time to sue for any sums whether interest, damages for allure to hav principal or any installinent thereof, taxes, installinents 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 there are 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 it addition, y ion 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 be reafter he to be due under the terms of any leases, land contracts, or other agreements, now or bereafter in effect, by which Mortgagur is or shall be leasing or selling the Premises of any interest therein, and to exercise any other night or remedy of Mortgagor under any such lease, land contract or other agreement, provided that Mortgaged shall have no obligation or make any demand or inquirty as to the nature or sufficiency of any payment received or to present or tile any claim or take any other action to collect or enforce the payment of any amounts to which Mortgaged may become entitled hereunder, nor shall Mortgaged 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 little insurance with respect to the Premises and all sums expended therefor should 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 afformacy fees as provided by law to Mortgagor all in accordance with III.

 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 insubstitution therefor.

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, imaturity, impains 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 for any other interest in the Premises releases and waives all lights 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 marshalling 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 revistatement 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 Mortgagor 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 vitrating or discharging the Mortgagor is 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 Militaguer is formally released by an instrument in writing duly executed by the Mortgagee.
- 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 festamentary 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

HEAL ESTATE MORTGAGE

Description of Real Estate

Tax Identification Number

03-20-301-024 Thru 030

10TS),2,3,4,5,6, and 7 in Northwest Medical Subdivision, being a Subdivision of part of the SW & of Section 20, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

AS: 1420

OPCOOK COUNTY CLORES OFFICE Commonly known as: 1420 & 1430 Arlington Heights Road, Arlingon Heights, IL 60004

9020171

UNOFFICIAL COPY

Property of Coof County Clark's Office

93241717

UNOFFICIAL COPY,

RIDER ATTACHED TO AND MADE PART OF HORTCAGE

DATED	February	5. 1993	t .	LINDER	TRUST	NO.	.3200-AH	
ONIED	PEDEUMAY		<u></u>	OUNCE	ICONI	TO,) & (A) ~ (B) (1	

This MORTGACE is executed by NBD TRUST COMPANY OF ILLINGIS, 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 ILLINGIS 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 saccrude hereby shall be construed as creating any liability on the part of the Mortgagor, or on said NBD TRUST COMPANY OF ILLINGIS, personally, to pay the said Note or any interest that may accrue thermon, or any indebtedness accruing hereuner, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the Mortgagoe, 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 ICLINGIS 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 ILLINGIS are undertaken by a solely as Trusted as aforesaid and not individually, and no personal or individual liability shall be asserted as conforceable against NBD TRUST COMPANY OF ILLINGIS by reason of any of the govenants, statements, representations, indemnifications or werranties expressed or implied herein contained in this instrument.

It is also expressly understood and expreed by every person, firm or corporation claiming any interest under this document that NBD TRUS! COMPANY Or illiNO!5 shall have no liability, contingent or otherwise, prising out of, or in any way related to, (i) the presence, is preal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, sci), water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (includion wringful death) or property demands (real or personal) arising out of or related to such hazardous materials, (((1)) any lowsuit brought or threatened, mettlement reached or government order relating to such hazardous materials, and/or ((v) 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 limit from a torneys' 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 give n.

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

ATTEST:

Frust Officer

STATE OF ILLINOIS)
COUNTY OF COOK) 55

Whomsel Golde A

And Trust Officer

33272734

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

"OFFICIAL SEAL"
JOAN WILS IN
Notary Public, State of Hilmois
CODIC COUNTY
My Commission Exposes Feb. 3, 1994

Joan Wilson