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177-SC292537

Mail to: Ron Teiwes-First Security Bank of Wood Dale
372 Wood Dale Rd
Wood Dale, IL 60191

FIRST SECURITY BANK OF WOOD DALE
CONSTRUCTION MORTGAGE

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This Mortgage is made this 9th day of APRIL, 1993 between DOUGLAS P. FOSTER AND AND ALLISON R. FOSTER, HIS WIFE, hereinafter referred to as the "Mortgagor" and First Security Bank of Wood Dale, 372 Wood Dale Road, Wood Dale, Illinois hereinafter referred to as the "Mortgagee" witnesseth: The Mortgagors are justly indebted to the Mortgagee upon a MASTER NOTE (MULTIPLE ADVANCE-VARIABLE RATE) of even date in the principal sum of TWO HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$235,000.00) payable to the order of and delivered to the Mortgagee and which by said Note and Mortgagors promise to pay the principal sum and interest in accordance with the terms and provisions of said Note, with a final balance due on the 9TH DAY OF MARCH, 1994. All of said principal and interest are payable at the office of the Mortgagee: 372 Wood Dale Road, Wood Dale, Illinois 60191.

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, and the performance of the covenants and agreements herein contained by the Mortgagor to be performed, and also in consideration of the sum of one Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these present CONVEY AND WARRANT unto the Mortgagee, and Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the County of COOK and the State of Illinois, to Wit:

LOT 11 IN BLOCK 2 IN NORTHBROOK MANOR, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE NORTHERLY 16 RODS OF THE EASTERLY 40 RODS THEREOF) AND THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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

Permanent Real Estate Index Numbers: 04-09-420-003

Address of Real Estate: 2037 ILLINOIS, NORTHBROOK, ILLINOIS

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COOK COUNTY, ILLINOIS
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TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagor or their successors or assigns shall be considered as constituting part of the real estate and hereafter referred to as the "Premises". **TO HAVE AND TO HOLD** the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the used herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor do hereby expressly release and waive. The following covenants, conditions and provisions shall apply with respect to this Mortgage.

1. MAINTENANCE OF MORTGAGED PREMISES Mortgagor shall, following the completion of the construction of the improvements on the premises: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on the premises which may be damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgage; and (4) comply with all requirements or law or municipal ordinances with respect to the premises and the use thereof.

2. ENVIRONMENTAL MATTERS Mortgagors hereby request to Mortgagee that neither Mortgagors, nor, to the best of the Mortgagors' knowledge, any other person of entity, has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the Premises or any part thereto and that none of the property described above has ever been used by Mortgagors as a temporary or permanent dump or storage site for any Hazardous Material.

Without limitation on any other provision hereof, Mortgagors hereby agree to indemnify and hold Mortgagee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any

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kind whatsoever (including without limitations, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any of the following (collectively, "Environmental Laws"): the Comprehensive Environmental Responses, Compensation and Liability Act of 1980, as amended any so-called 'Superfund' or 'Superlien' law, or any other federal, state or local statute, law, ordinance, code rule, regulation, order or decree, now or hereafter in force, regulating, relating to, or imposing liability or standards on conduct concerning any Hazardous Material) paid, incurred, suffered by or asserted against Mortgagee as a direct or indirect result of any of the following regardless of whether or not caused by, or within the control of, the Mortgagor: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release of any Hazardous Material from (A) the Premises or any part thereof, or (B) any other real property in which the Mortgagor, holds any estate or interest whatsoever, or (ii) any liens against the Premises permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligations of Mortgagor, or (iii) any actual or asserted liability or obligations of the Mortgagee under any Environmental Law relating to the Premises.

3. REPRESENTATIONS OF PARAGRAPH TWO SURVIVE PAYMENT OF THE MORTGAGE

The representations, covenants, indemnities and obligations provided for in paragraph 2 above, shall survive the payment, performance, satisfaction, discharge, cancellation, termination, release and foreclosure of this Mortgage; provided, however, that such representations, warranties, covenants, indemnities and obligations shall not apply with respect to Hazardous Materials which are first placed on the Premises on or after the date of which the Mortgagee or any other party obtains title to and possession of the Premises pursuant to an exercise by Mortgagee of its remedies under this Mortgage as the result of a conveyance of title to the Premises by the Mortgagors to the Mortgagee or any other party in lieu of the exercise of such remedies.

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

5. MORTGAGEE'S RIGHTS IN THE EVENT OF THE IMPOSITION OF CERTAIN OTHER TAXES In the event of the enactment after this date of any law of Illinois

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

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

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

Unless the Mortgagor and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to the restoration or repair of the damaged premises, provided that restoration or repair is economically feasible. If restoration or repair is not feasible, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Mortgagor. If the Mortgagor abandons the property, or does not reply to a notice from the Mortgagee within 30 days that the insurance carrier has offered to settle the claim, then Mortgagee may collect the insurance proceeds. Mortgagee may use the proceeds to repair or restore the premises or to pay sums secured by this Mortgage, whether or not then due.

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If the Mortgagee is an Illinois Land Trustee, then any notices given under this Section five (5) shall be deemed sufficiently given if a notices are mailed, certified mail return receipt requested, postage prepaid, to the Trustee and to each of the individual guarantors of the obligation secured by this Mortgage. Notice shall be deemed to have been made three days following the deposit in the United States mail.

8. MORTGAGEE'S RIGHT TO MAKE PAYMENTS TO PROTECT ITS INTERESTS IN THE PREMISES In case of default herein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required by Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon as provide in the Note secured hereby. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagor.

9. MORTGAGEE'S RIGHT TO RELY ON OFFICIAL RECORDS The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale forfeiture, tax lien or title or claim thereof.

10. DEFAULT No default shall be declared by Mortgagee unless written notice of the default is given by Mortgagee to Mortgagor. In the event that the Mortgagee shall elect to declare the Mortgagor in default under the provisions of this mortgage, or under the provisions of any other collateral document executed in conjunction herewith (including without limitation, the Note, Construction Loan Agreement, or Guaranty of Payment), the Mortgagor shall have the right, after receipt of notice to cure the default within the time set forth in the notice, which for monetary default shall be for a period of not less than ten (10) days, and for a non-monetary default shall be for a period of not less than thirty (30) days.

11. FORECLOSURE OF THE MORTGAGE When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional

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

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

13. APPOINTMENT OF A RECEIVER Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises.

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during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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

15. MORTGAGEE'S RIGHT OF INSPECTION The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

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

17. PROHIBITION AGAINST TRANSFER OF PREMISES If Mortgagor, or beneficiary of the Trust, if any, sells, conveys, assigns or transfers, or promises or contracts to sell, convey, assign or transfer, all or any part of the Premises or any interest therein, including all or any part of the beneficial interest in the Trust, if any, or amends or terminates any ground leases affecting the Premises, or if title to the Property, or any direct or indirect interest therein, is otherwise sold or transferred, voluntarily or involuntarily, including without limitation sale or transfer in any proceeding for foreclosure or judicial sale of the Premises or beneficial interest in the Trust, if any, in each case without Mortgagee's prior written consent, Mortgagee shall be entitled to immediately accelerate the amounts due under the Note and declare all indebtedness secured by this Mortgage to be immediately due and payable. Failure to pay such indebtedness within thirty (30) days after notice to Mortgagor of such acceleration shall constitute an Event of Default.

18. MORTGAGEE'S OBLIGATION TO RELEASE LIEN Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

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19. **MORTGAGE BINDING UPON SUCCESSORS AND ASSIGNS** This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

In witness whereof the Mortgagor has executed this Mortgage on the day and year first above written.

We hereby accept the terms and conditions of this commitment.

Douglas P. Foster 4/9/93 Allison R. Foster 4/9/93
 DOUGLAS P. FOSTER DATE ALLISON R. FOSTER DATE

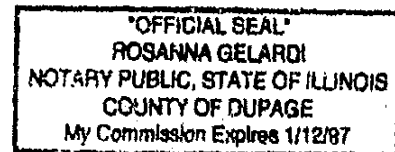
STATE OF ILLINOIS, COUNTY of DUPAGE ss.,

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DOUGLAS P. FOSTER AND ALLISON R. FOSTER, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9TH day of APRIL 19 93.

Rosanna Gelardi
 Notary Public
 Mail To:
 First Security Bank of Wood Dale
 372 Wood Dale Road
 Wood Dale, IL. 60191

This instrument prepared by:
 First Security Bank of Wood Dale
 372 Wood Dale Road
 Wood Dale, IL. 60191
 BY: RON TEIWES, SR. VICE PRESIDENT



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