

telecopy, telex or other wire transmission with request for a return of the recipient in manner typical with respect to communication of said type. Notwithstanding a provision in this paragraph shall be deemed valid upon receipt if delivered by hand or wire transmission. A business day shall mean the calendar day next preceding or certified mail or one business day after mailing or deposit with an overnight delivery service, delivered by express mail or overnight carrier. This notice provision shall be applicable to any judicial or non-judicial proceeding where service is being made, either by mailing of notice, or foreclosing or receiving process, or otherwise.

21. MISCELLANEOUS. If any provision of this Mortgage is in conflict with any statute or code of law or is otherwise unenforceable for any reason whatsoever, the provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deleted; such that from but shall not invalidate any other provisions of this Mortgage. No waiver by the Mortgagor of any right or remedy created by any transaction, strict performance or the Mortgagor shall affect or impair any cause of action which the Mortgagor may have against the Mortgagor or any subsequent party to the Mortgage for any subsequent default by the Mortgagor, and no cause of action of the Mortgagor or cumulative.

These promises and agreements shall bind and these rights shall be to the benefit of the parties and their respective successors and assigns. If there is more than one Mortgagor, the obligations under this Mortgage shall be joint and several.

This Mortgage shall be governed by Illinois law except to the extent it is preempted by Federal law or regulations.

22. WAIVER OF HOMESTEAD RIGHT. Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois. Mortgagor does hereby expressly waive and release any and all right in respect to marshalling of assets which secure the Debt or to require the Mortgagor to pursue its remedies against any other such assets.

23. WAIVER OF RIGHT OF REDEMPTION. MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AND OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE IN THE EVENT THE PREMISES ARE AGRICULTURAL PROPERTY AND MORTGAGOR IS AN

Witness the hand _____ and seal _____ of Mortgagor the day and year set forth above

Mar. 19 -
NFS - Bank Elgin, IL
6 Mountain View Plaza
Elgin, IL 60120

State of Illinois

County of Kane

I, Deborah Burnidge, a Notary Public in and for said County and State do hereby certify that Bhaeldin Pashazadeh personally known to me to be the same person(s) whose name(s) _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and notarial seal this 19th day of April, 1995

My Commission Expires 8/13/95

State of Illinois

County of

I, Deborah Burnidge, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____ of said corporation/association personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation/association, as Trustee, for the uses and purposes therein set forth, and the said _____ also then and there acknowledged that he, as custodian of the corporate seal of said corporation/association, affixed the said corporate seal of said corporation/association to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation/association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this

day of April, 19

COOK COUNTY, ILLINOIS
FOR RECORD

Notary Public

My Commission Expires

APR 10: 59

93352387

ILLINOIS CORPORATION, A FOREIGN CORPORATION LICENSED TO DO BUSINESS IN THE STATE OF ILLINOIS OR A CORPORATE TRUSTEE OF AN EXPRESS TRUST, AGREED HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON EXCEPT JUDGMENT CREDITORS OF MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES, AND OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE, IN THE EVENT THE PREMISES ARE RESIDENTIAL PROPERTY AS DEFINED UNDER THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, BUT PRIOR TO THE FILING OF A COMPLAINT FOR FORECLOSURE, THE PREMISES CEASE TO QUALIFY AS RESIDENTIAL PROPERTY. MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON EXCEPT JUDGMENT CREDITORS OF MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AND OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

24. WAIVER OF JURY TRIAL. THE MORTGAGEE AND THE MORTGAGOR, AFTER CONSULTING OR FURNISHING THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS MORTGAGE OR ANY RELATED INSTRUMENT OR AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS MORTGAGE OR ANY COURSE OF CONDUCT, DEALING STATEMENTS, WHETHER ORAL OR WRITTEN, OR ACTIONS OF EITHER OF THEM, WHETHER THE MORTGAGEE NOR THE MORTGAGOR SHALL SEEK TO CONSOLIDATE, BY COUNTERTITLE, OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR REINQUALIFIED BY EITHER THE MORTGAGEE OR THE MORTGAGOR EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM.

Bhaeldin Pashazadeh

Jaleh Pashazadeh

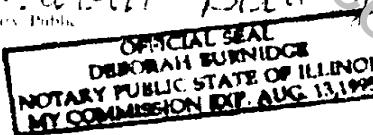
Not personally, but as Trustee under a Trust Agreement dated

By _____ and known as Trust No. _____

By _____

By _____

BOX 333



93352387

