93352387 **Mortgage**

THIS MORTGAGE is made on April 19, 19 93, between XXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX' Shaeldin Pashazadeh and Jaleh Pashazadeh

whose address is 1120 Gannon Drive, Hoffman Estates, IL 60194 (the "Mortgagor") and NBD Bank (Bank Name) a state (national/state banking) corporation (association/corporation) whose address is 211 South Wheaton Avenue, Wheaton, IL 60187 (the "Mortgagee").

* To be deleted when this Mortgage is not executed by a Land Trust.

The Mortgagor MORTGAGES, CONVEYS AND WARRANTS to the Mortgagee real property and all the buildings, structures and improvements on it described as:

Land located in the City of Hoffman Estates

County of Cook State of Illinois

PARCEL 1: UNIT NUMBER D 1466 VISTA WALK, HOFFMAN ESTATES, ILLINOIS, MOON LAKE VILLAGE TWO STORY CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN PETER ROBIN FARMS UNIT ONE, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 8 TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1960 PER DOCUMENT NUMBER [illegible] IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER [illegible] TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS DEFINED AND SET FORTH IN THE DECLARATION, AS AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS. PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION RECORDED AS DOCUMENT NUMBER [illegible], ALL IN COOK COUNTY, ILLINOIS.

("the Premises")

Commonly known as 1466 VISTA WALK, HOFFMAN ESTATES, IL 60194

Tax Parcel Identification No. 07-08-300-019-1066

The Premises shall also include all of the Mortgagor's right, title and interest in and to the following:

(1) All easements, rights-of-way, licenses, privileges, and hereditaments.
(2) Land lying in the bed of any road, or the like, opened, proposed or vacated, or any strip or gore, adjoining the Premises.
(3) All machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature whatsoever located now or in the future in or upon the Premises and used or useable in connection with any present or future operation of the Premises (all of which is called "Equipment"). It is agreed that all Equipment is part of the Premises and appropriated to the use of the real estate and, whether affixed or annexed or not, shall for the purposes of this Mortgage unless the Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged and warranted to the Mortgagee.
(4) All mineral, oil, gas and water rights, royalties, water and water stock, if any.
(5) All awards or payments including interest made as a result of: the exercise of the right of eminent domain, the alteration of the grade of any street, any loss of or damage to any building or other improvement on the Premises, any other injury to or decrease in the value of the Premises, any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Premises, and the reasonable attorneys' and paralegals' fees, costs and disbursements incurred by the Mortgagee in connection with the collection of any such award or payment.
(6) All of the rents, issues and profits of the Premises under present or future leases, or otherwise.

The Premises are unencumbered except as follencumberance disclosed in REI Title Services Search Document #88574120 Federal Home Loan Mortgage Corp recorded 12-13-88.

("Permitted Encumbrances"). If the Premises are encumbered by Permitted Encumbrances, the Mortgagor shall perform all obligations and make all payments as required by the Permitted Encumbrances. The Mortgagor shall provide copies of all writings pertaining to Permitted Encumbrances, and the Mortgagee is authorized to request and receive that information from any other person without the consent or knowledge of the Mortgagor.

This Mortgage secures the indebtedness or obligation evidenced by:

(i) The note(s) dated in the principal amount(s) of respectively, maturing on executed and delivered by to the Mortgagee with interest at the per annum rate of percent (%) on the principal balance remaining from time to time unpaid. Interest after default or maturity of the note, whether by acceleration or otherwise, on the principal balance of the note remaining from time to time unpaid shall be at the per annum rate of percent (%) ; and

(ii) the guaranty of the debt of dated

The note dated 4-19-93 in the principal amount of $14,132 respectively, maturing on 7-15-94 executed and delivered by Shaeldin Pashazadeh d/b/a Mid-West Trading Co. to the Mortgagee with interest at the per annum rate of two and one-half percent (2 1/2%) more than the rate announced from time to time by the Mortgagee as its prime rate (the "Prime Rate"). Interest after default or maturity of the note, whether by acceleration or otherwise on the principal balance of the note remaining from time to time unpaid shall be at the per annum rate of five percent (5%) more than the Prime Rate

including any extensions, renewals, modifications or replacements without limit as to the number or frequency (the "Debt").

LIMITATION ON AMOUNT SECURED BY MORTGAGE. Notwithstanding anything to the contrary contained in this Mortgage, the amount secured by this Mortgage shall not exceed the principal sum of $ at any one time outstanding.

FUTURE ADVANCES AND CROSS-LIEN: The Debt shall also include all other present and future, direct and indirect obligations and liabilities of the Mortgagor or any one or more of them, with or without others to the Mortgagee. This shall not apply to any obligation or debt incurred for personal, family or household purposes unless the note or guaranty expressly states that it is secured by this Mortgage.

This Mortgage shall also secure the performance of the promises and agreements contained in this Mortgage.

The Mortgagor promises and agrees as follows:

1. **PAYMENT OF DEBT; PERFORMANCE OF OBLIGATIONS.** The Mortgagor shall promptly pay when due, whether by acceleration or otherwise, the Debt for which the Mortgagor is liable, and shall promptly perform all obligations to which the Mortgagor has agreed under the terms of this Mortgage and any loan documents evidencing the Debt.

2. **TAXES.** The Mortgagor shall pay when due, and before any interest, collection fees or penalties shall accrue, all taxes, assessments, fines, impositions, and other charges which may become a lien prior to this Mortgage. Should the Mortgagor fail to make such payments, the Mortgagee may, at its option and at the expense of the Mortgagor, pay the amounts due for the account of the Mortgagor. Upon the request of the Mortgagee, the Mortgagor shall immediately furnish to the Mortgagee all notices of amounts due and receipts evidencing payment. The Mortgagor shall promptly notify the Mortgagee of any lien on all or any part of the Premises and shall promptly discharge any unpermitted lien or encumbrance.

3. **CHANGE IN TAXES.** In the event of the passage of any law or regulation, state, federal or municipal, subsequent to the date of this Mortgage in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting such taxes, the entire principal secured by this Mortgage and all interest accrued shall become due and payable immediately at the option of the Mortgagee.

4. **INSURANCE.** Until the Debt is fully paid, the Mortgagor shall keep the Premises and the present and future buildings and other improvements on the Premises constantly insured for the benefit of the Mortgagee against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the State of Illinois, including risks of vandalism and malicious mischief, and shall further provide flood insurance (if the Premises are situated in an area designated as a flood risk area by the Director of the Federal Emergency Management Agency or as otherwise required by the Flood Disaster Protection Act of 1973 and regulations issued under it).

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telecopy, telex or other wire transmission with request for a manual tape of the copy in a manner typical with respect to communications of this kind. Notice shall be given in accordance with this paragraph shall be deemed received upon actual receipt if hand delivered, upon transmission if by facsimile or wire transmission, if business day otherwise the next business day, if mailed by registered or certified mail, on the business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier. This notice provision shall be inapplicable to service of process in any judicial proceeding where Illinois law governs the manner or timing of notice to be given or received shall prevail.

21. **MISCELLANEOUS.** If any provision of this Mortgage is in conflict with any statute or rule of law or is otherwise inconvertible for any reason whatsoever, then the provisions shall be deemed null and void to the extent of such conflict or inoperativeness, shall be deemed severed hereunto from but shall not invalidate any other provisions of this Mortgage. No waiver by the Mortgagee of any right or remedy granted to it or any omission or strict performance by the Mortgagor shall be construed as a waiver of any subsequent default by the Mortgagor nor affect the subsequent exercise of any right or remedy by the Mortgagee for any subsequent default by the Mortgagor. All rights and remedies of the Mortgagee are cumulative.

These promises and agreements shall bind and the rights shall inure 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 rights of redemption pursuant to marshalling of assets which secure the Debt or to require the Mortgagee 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 AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE. IN THE EVENT THE PREMISES ARE AGRICULTURAL PROPERTY AND MORTGAGOR IS AN ILLINOIS CORPORATION, A FOREIGN CORPORATION LICENSED TO DO BUSINESS IN ILLINOIS OR A CORPORATE TRUSTEE OF AN EXPRESS TRUST, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OF 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 AS OF 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 THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

24. **WAIVER OF JURY TRIAL.** THE MORTGAGEE AND THE MORTGAGOR AFTER CONSULTING OR HAVING HAD 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. NEITHER THE MORTGAGEE NOR THE MORTGAGOR SHALL SEEK TO CONSOLIDATE BY COUNTERCLAIM 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 RELINQUISHED BY EITHER THE MORTGAGEE OR THE MORTGAGOR EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM.

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

Bhaeldin Pashazadeh

Jaleh Pashazadeh

Not personally, but as Trustee under a Trust Agreement dated

19, and known as Trust No

By

By

Mail to -
NBD Bank Elgin NA
6 Mountain Aguar Plaza
Elgin Il. 60120

State of Illinois)
) SS
County of Kane)

DOCK 333

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

Given under my hand and notarial seal this 19th day of April, 1993

My Commission Expires 8-13-95

Deborah Burnidge
Notary Public

OFFICIAL SEAL
DEBORAH BURNIDGE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP. AUG. 13,1995

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State of Illinois)
) SS
County of)

I, , a Notary Public in and for said County in the State aforesaid, do hereby certify that of a (corporation) (association) and 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 did also then and there acknowledge 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 , 19

My Commission Expires

Notary Public

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the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (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 with respect to the Premises; and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Mortgagee, which are based upon or in any way related to such Hazardous Materials used on the Premises. The indemnity obligations under this paragraph are specifically limited as follows:

(i) The Mortgagor shall have no indemnity obligation with respect to Hazardous Materials that are first introduced to the Premises or any part of the Premises subsequent to the date that the Mortgagee's interest in and possession of that part of the Premises to which such Hazardous Materials have been so introduced shall have been terminated by foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure.

(ii) The Mortgagor shall have no indemnity obligation with respect to any Hazardous Materials introduced to the Premises or any part of the Premises by the Mortgagee, its successors or assigns.

The Mortgagor agrees that in the event this Mortgage is foreclosed or the Mortgagor tenders a deed in lieu of foreclosure, the Mortgagor shall deliver the Premises to the Mortgagee free of any and all Hazardous Materials which are then required to be removed (whether over time or immediately) pursuant to applicable federal, state and local laws, ordinances, rules or regulations affecting the Premises.

For purposes of this Mortgage, "Hazardous Materials" means and includes any substance (a) which is or becomes defined as a "hazardous substance", "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Section 9601 et seq) and amendments thereto and regulations promulgated thereunder, (b) containing gasoline, oil, diesel fuel or other petroleum products, (c) which is or becomes defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act (42 USC Section 6901 et seq) and amendments thereto and regulations promulgated thereunder, (d) containing polychlorinated biphenyls (PCBs), (e) containing asbestos, (f) which is radioactive, (g) which is biologically hazardous, or (h) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance or policy, or (i) which is or becomes defined as a "hazardous waste", "hazardous substance", "pollutant" or "contaminant" under any federal, state or local statute, regulation or ordinance, or (j) any toxic, explosive, corrosive or otherwise hazardous substance, material or waste, which is or becomes regulated by any federal, state or local governmental authority, or (k) which causes a nuisance upon or waste to the Premises.

"Governmental Regulations" means any law, regulation, rule, policy, ordinance or similar requirement of the United States, any state, any county, city or other agency or subdivision of the United States or any state.

The provisions of this section shall be in addition to any and all other obligations and liabilities the Mortgagor may have to the Mortgagee under the Debt, any loan document, and in common law, and shall survive (a) the repayment of all sums due for the Debt, (b) the satisfaction of all of the other obligations of the Mortgagor in this Mortgage and under any loan document, (c) the discharge of this Mortgage, and (d) the foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure. Notwithstanding anything to the contrary contained in this Mortgage, it is the intention of the Mortgagor and the Mortgagee that the indemnity provisions of this section shall only apply to an action commenced against any owner or operator of the Premises in which any interest of the Mortgagee is threatened or any claim is made against the Mortgagee for the payment of money.

17. **EVENTS OF DEFAULT/ACCELERATION.** *Upon the occurrence of any of the following, the Mortgagee shall be entitled to exercise its remedies under this Mortgage or as otherwise provided by law:* (1) The Mortgagor or, if other than the Mortgagor, any principal obligor of the Debt ("Principal Obligor") fails to pay when due any amount payable under the note(s), the guaranty, or any other agreement evidencing the Debt; (2) the Mortgagor or Principal Obligor (a) fails to observe or perform any other term of the note(s), the guaranty, or any other agreement evidencing the Debt or (b) makes any materially incorrect or misleading representation in any financial statement or other information delivered to the Mortgagee; (3) the Mortgagor or Principal Obligor defaults under the terms of this Mortgage, any loan agreement, mortgage, security agreement, or other document executed as part of the Debt transaction or any guaranty of the Debt becomes unenforceable in whole or in part, or any guarantor fails to promptly perform under such a guaranty; (4) the Mortgagor fails to pay when due any amount payable under any note or agreement evidencing debt to the Mortgagee or defaults under the terms of any agreement or instrument relating to or securing any debt for borrowed money owing to the Mortgagee; (5) a "reportable event" (as defined in the Employee Retirement Income Security Act of 1974 as amended) occurs that would permit the Pension Benefit Guaranty Corporation to terminate any employee benefit plan of the Mortgagor or Principal Obligor or any affiliate of the Mortgagor or Principal Obligor; (6) the Mortgagor or Principal Obligor becomes insolvent or unable to pay its debts as they become due; (7) the Mortgagor or Principal Obligor (a) makes an assignment for the benefit of creditors, or (b) consents to the appointment of a custodian, receiver, or trustee for itself or for a substantial part of its assets, or (c) commences any proceeding under any bankruptcy, reorganization, liquidation, insolvency or similar laws of any jurisdiction; (8) a custodian, receiver, or trustee is appointed for the Mortgagor or Principal Obligor or for a substantial part of its assets without the consent of the party against which the appointment is made and is not removed within 60 days after such appointment; (9) proceedings are commenced against the Mortgagor or Principal Obligor under any bankruptcy, reorganization, liquidation, or similar laws of any jurisdiction, and such proceedings remain undismissed for 60 days after commencement; or the Mortgagor or Principal Obligor consents to the commencement of such proceedings; (10) any judgment is entered against the Mortgagor or Principal Obligor, or any attachment, levy, or garnishment is issued against any property of the Mortgagor or Principal Obligor; (11) any proceedings are instituted for the foreclosure or collection of any mortgage, judgment or lien affecting the Premises; (12) the Mortgagor sells, transfers or hypothecates any part of the Premises except as provided in this Mortgage without the prior written consent of the Mortgagee; (13) the Mortgagor or Principal Obligor dies; (14) the Mortgagor or Principal Obligor, without the Mortgagee's written consent, (a) is dissolved, (b) merges or consolidates with any third party, (c) sells a material part of its assets or business outside the ordinary course of its business, or (d) agrees to do any of the foregoing; (15) there is a substantial change in the existing or prospective financial condition of the Mortgagor or Principal Obligor which the Mortgagee in good faith determines to be materially adverse.

18. **REMEDIES UPON DEFAULT.** *Upon the occurrence of any of the events of default set forth in this Mortgage, at the sole option of Mortgagee,* the note and/or any other liabilities shall become immediately due and payable and Mortgagor shall pay all expenses of Mortgagee including attorneys' and paralegals' fees and all expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' and paralegals' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax and lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgagee shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at the highest rate permitted under any of the instruments evidencing any of the Debt. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the note or any instrument which secures the note after default, whether or not actually commenced; or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced. The proceeds of any foreclosure sale 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 the items that are above mentioned; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note and the liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may grant the Mortgagee the right to possess the Premises pursuant to Chapter 110, Sections 15-1701 through 15-1703 of the Illinois Revised Statutes and/or appoint a receiver of the Premises. Such grant and/or appointment may be made either before or after entry of judgment of foreclosure, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the grant and/or without regard to the then value of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgagee may be appointed as the receiver. The Mortgagee in possession and/or receiver shall have all powers conferred by law including but not limited to the power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of an entry of judgment of foreclosure, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of Mortgagee in possession or receiver, would be entitled to collect the rents, issues and profits. The Mortgagee in possession or receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the Mortgagee in possession or receiver to apply the net income in its hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or will become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the note in case of a forfeiture sale and deficiency. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the note.

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19. **REPRESENTATIONS.** If the Mortgagor is a corporation, it represents that it is a corporation duly organized, existing and in good standing under the laws of its state of incorporation, that it is duly qualified and in good standing under the laws of Illinois, and that the execution and delivery of this Mortgage and the performance of the obligations it imposes are within its corporate powers, have been duly authorized by all necessary action of its board of directors, and do not contravene the terms of its articles of incorporation or by-laws. If the Mortgagor is a general or limited partnership, it represents that it is duly organized and existing and that the execution and delivery of this Mortgage and the performance of the obligations it imposes do not conflict with any provision of its partnership agreement and have been duly authorized by all necessary action of its partners. Each Mortgagor represents that the execution and delivery of this Mortgage and the performance of the obligations it imposes do not violate any law and do not conflict with any agreement by which it is bound, and that no consent or approval of any governmental authority or any third party is required for the execution or delivery of this Mortgage or the performance of the obligations it imposes and that this Mortgage is a valid and binding agreement, enforceable in accordance with its terms. Each Mortgagor further represents that it shall provide all balance sheets, profit and loss statements, and other financial statements, as requested by Mortgagee. Any such statements that are furnished to the Mortgagee are accurate and fairly reflect the financial condition of the organizations and persons to which they apply on their effective dates, including contingent liabilities of every type, which financial condition has not changed materially and adversely since those dates.

20. **NOTICES.** Notice from one party to another relating to this Mortgage shall be deemed effective if made in writing (including telecommunications) and delivered to the recipient's address, telex number or telecopier number set forth above by any of the following means: (a) hand delivery, (b) registered or certified mail, postage prepaid, with return receipt requested, (c) first class or express mail, postage prepaid, (d) Federal Express, Purolator Courier or like overnight courier service or (e)

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and such other appropriate insurance as the Mortgagee [illegible] from time to time. All insurance policies and renewals [illegible] acceptable to Mortgagee [illegible] provide for payment to the Mortgagee in the event of loss [illegible] notice to the Mortgagee in the event of nonrenewal or cancellation, and must be delivered to the Mortgagee within thirty (30) days prior to their respective effective dates. Should the Mortgagor fail to insure or fail to pay the premiums on any [illegible] to the Mortgagee [illegible] the Mortgagee [illegible] pay the premiums for the account of the Mortgagor. In the event of loss or damage, the proceeds of the insurance shall be paid to the Mortgagee alone. No loss or damage shall itself reduce the Debt. The Mortgagee is authorized to adjust and compromise a loss without the consent of the Mortgagor, to collect, receive and receipt for any proceeds in the name of the Mortgagee and the Mortgagor and to endorse the Mortgagor's name upon [illegible] in payment of proceeds. The proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagee in collecting the proceeds and then toward payment of the Debt or any portion of it [illegible] or, at the Mortgagee's option [illegible] Premises [illegible] provided that Mortgagor is not [illegible] all requirements [illegible] Premises [illegible] Mortgagee [illegible] sole discretion [illegible]

5. **RESERVES FOR TAXES AND INSURANCE.** [illegible] by Mortgagee, [illegible] pay to Mortgagee, at the time of and in addition to the [illegible] payment of principal and interest due under the Debt, a sum equal to one-twelfth (1/12th) of the amount which the Mortgagee estimates to be sufficient to enable Mortgagee to pay, at least [illegible] days before they become due and payable, all taxes, assessments and other similar charges levied against the Premises, and [illegible] the amount of the annual premium on any policies of insurance required to be carried by Mortgagor. Mortgagee shall apply the sums to pay the tax and insurance [illegible] commingled with the general funds of Mortgagee, and no interest shall be payable on them [illegible] deemed to be held [illegible] Mortgagee. Upon [illegible] the Mortgagor will [illegible] deposit such additional amounts as may be required for the payment of [illegible] taxes, assessments, charges or premiums. In the event of [illegible] Mortgagee [illegible] Mortgagor [illegible] shall be applied against the Debt prior to the commencement of foreclosure proceedings. The obligation of the Mortgagor to pay taxes, assessments, charges or insurance premiums [illegible] set out in this paragraph. Any default by the Mortgagor in the performance of the provisions of this paragraph shall constitute a [illegible] the Mortgage.

6. **WASTE.** The Mortgagor shall keep the Premises in good [illegible] shall not commit or permit waste on the Premises [illegible] to become less valuable. Nonpayment of taxes and cancellation of insurance shall [illegible] Mortgagee [illegible] the Mortgagee may, at its option and at the expense of the Mortgagor, make [illegible] repairs for the account of the Mortgagor. The Mortgagor shall use and maintain the Premises in conformance with all applicable laws, ordinances and regulations. The Mortgagee or its authorized agents shall have the right to enter upon and inspect the Premises at all reasonable times.

7. **ALTERATIONS, REMOVAL.** No building, structure, improvement, fixture or personal property constituting any part of the Premises shall be removed, demolished or substantially altered without the prior written consent of the Mortgagee.

8. **PAYMENT OF OTHER OBLIGATIONS.** The Mortgagor shall also pay [illegible] obligations which may become liens or charges against the Premises for any present or future repairs or improvements made on the Premises, or for any other goods, services or utilities furnished to the Premises and shall not permit any lien or charge of any kind securing the repayment of borrowed funds, to be filed [illegible] or mortgage [illegible] Premises.

9. **ASSIGNMENT OF LEASES AND RENTS.** Further, Mortgagor does hereby pledge and assign to Mortgagee all leases, written or verbal, [illegible] of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits [illegible] under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance [illegible] Mortgage [illegible] covenant applicable to Mortgagee [illegible] and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a default shall occur or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails. Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignment of such leases from Mortgagor to Mortgagee [illegible] Mortgagee. Mortgagor shall not, without Mortgagee's prior written consent, procure, permit [illegible] of any tenant from any obligation at any time while the indebtedness secured hereby remains unpaid.

10. **ASSIGNMENT OF INTEREST AS TENANT OR PURCHASER.** If the Mortgagor's interest in the Premises is that of a tenant or a purchaser, the Mortgagor also assigns, mortgages and warrants to the Mortgagee as additional security for the Debt all of the Mortgagor's right, title and interest in and to any leases, land contracts or other agreements by which the Mortgagor is leasing or purchasing any part of the Premises, including all modifications, renewals and extensions and all of the Mortgagor's right, title or interest in any purchase option [illegible] in any lease or other agreement. The Mortgagor agrees to pay each installment of rent, principal and interest required to be paid by it under the lease, land contract or other agreement when each installment becomes due and payable, whether by acceleration or otherwise. The Mortgagor further agrees to pay and perform all of its other obligations under the lease, land contract or other agreement.

If the Mortgagor defaults in the payment of any installment of rent, principal, interest or in the payment or performance of any other obligation under the lease, land contract or other agreement, the Mortgagee shall have the right, but not the obligation, to pay the installment or installments and to pay or perform the other obligations on behalf of and at the expense of the Mortgagor. On receipt by the Mortgagee from the landlord or seller under the lease, land contract or other agreement of any written notice of default by the Mortgagor, the Mortgagee [illegible] on the notice [illegible] any action it deems necessary or reasonable [illegible] Mortgagor questions or denies the existence or nature of the default.

11. **SECURITY AGREEMENT.** This Mortgage also constitutes a security agreement within the meaning of the Illinois Uniform Commercial Code ("UCC") and Mortgagor grants to Mortgagee a security interest in any Equipment and other personal property included within the definition of Premises. Accordingly, Mortgagee shall have all of the rights and remedies of a secured party under the UCC. Upon the [illegible] the Mortgagor, the Mortgagee [illegible] the right to use any method of [illegible] by the UCC with respect to any portion of the Pr[illegible] UCC.

12. **REIMBURSEMENT OF ADVANCES.** If Mortgagor fails to perform any [illegible] Mortgagee [illegible] proceeding is commenced [illegible] Premises [illegible] insolvency [illegible] Mortgagee [illegible] option may make [illegible] to protect its [illegible] including but not limited to disbursement of reasonable attorneys and [illegible] Amounts disbursed [illegible] upon notice [illegible] Mortgagee [illegible] the Debt.

13. **DUE ON TRANSFER.** Notwithstanding any other provisions of the Mortgage [illegible] by Mortgagor of any warranty [illegible] of occupancy or possession contract to [illegible] the Premises [illegible] part thereof [illegible] sale or transfer of ownership [illegible] in a land trust which holds title to the Premises [illegible] without the prior written consent of Mortgagee.

14. **NO ADDITIONAL LIEN.** Mortgagor covenants not to execute any mortgage [illegible] Mortgagee in the Premises without the prior written consent of Mortgagee, and then only when the document granting that lien expressly provides that it shall be subject to the lien of this Mortgage for the full amount secured by this Mortgage and shall also be subject and subordinate to any then existing or future leases affecting the Premises.

15. **EMINENT DOMAIN.** Notwithstanding any taking under the power of eminent domain, alteration of the grade of any street, [illegible] or other injury or damage to or decrease in value of the Premises by any public or quasi-public authority or corporation, the Mortgagor shall continue to pay the Debt in accordance with the terms of the [illegible] and compensation, award or payment shall have been actually received by the Mortgagee [illegible] the Mortgagor assigns the entire proceeds of any award or payment and any interest to the Mortgagee [illegible] costs and expenses [illegible] reasonable attorneys' fees, of the Mortgagee in collecting the proceeds and then toward payment of the Debt whether or not then due or payable, or the Mortgagee at its option may apply the proceeds, or any part to the [illegible] of the Premises.

16. **HAZARDOUS WASTE.** The Mortgagor represents and warrants to the Mortgagee [illegible] Hazardous Materials (defined below) [illegible] affecting the Premises in any manner which violates any Governmental Regulations [illegible] transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials [illegible] Mortgagee [illegible] Premises [illegible] Hazardous Materials on, from [illegible] Governmental Regulations [illegible] transportation, manufacture, refinement [illegible] Hazardous Materials [illegible] Mortgagee [illegible] violation of [illegible] transportation [illegible] Hazardous Materials [illegible] Mortgagor's knowledge, there have been [illegible] Premises [illegible] Hazardous Materials [illegible] stored [illegible] in compliance with all applicable Governmental Regulations, and [illegible] Mortgagor shall [illegible] Premises [illegible] dispose [illegible] Hazardous Materials [illegible] except in compliance with all applicable Governmental Regulations [illegible] a result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant, subtenant or occupant, a release, spill, leak or emission of Hazardous Materials onto the Premises or onto any other contiguous property, the Mortgagor shall conduct and complete all investigations including a comprehensive environmental audit [illegible] and all remedial removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Premises as required by all applicable Governmental Regulations [illegible] Mortgagee and in accordance with all orders and directives of all federal, state and local governmental authorities. Additionally, the Mortgagor represents and warrants that there are no underground storage tanks on the Premises or as reasonably can be ascertained, on property adjacent to or in close proximity to the Premises. If the Mortgagee [illegible] environmental audit required by governmental authorities [illegible] Mortgagee [illegible] Mortgagee may at its option and at the expense of the Mortgagor conduct such audit. Any such audit conducted by Mortgagee shall be solely for the purposes of protecting the interests of Mortgagee and shall not be relied upon by Mortgagor or any third party for any purpose whatsoever including but not limited to Mortgagor's or any third party's obligation, if any, to conduct an independent environmental investigation of its own. By conducting any such audit, Mortgagee does not assume any control over the environmental affairs or operation of Mortgagor nor assume any obligation or liability to Mortgagor or any third party.

Subject to the limitations set forth below, the Mortgagor shall defend, indemnify and hold harmless the Mortgagee, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including, without limitation, attorneys, paralegals and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to any

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