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CONSTRUCTION MORTGAGE

THIS MORTGAGE, made as of this 19th day of May, 1993, by STANDARD BANK AND TRUST COMPANY not personally, but as Trustee under the provisions of a Deed in Trust recorded and delivered pursuant to a Trust Agreement dated 3/31/93 and known as Trust 13788, located at 7800 West 95th Street, Hickory Hills, Illinois 60457, ("Borrower") in favor of STANDARD BANK AND TRUST COMPANY, its successors and assigns, 2400 West 95th Street, Evergreen Park, Illinois 60642, ("Lender");

WITNESSETH:

THAT WHEREAS, Borrower has concurrently executed a Note bearing even date herewith, in the principal sum of SIX HUNDRED FORTY THOUSAND and 00/100ths (\$640,000.00) Dollars with interest on the principal balance of the Note remaining due from time to time at the per annum rate equal to one (1%) percent in excess of the floating prime rate of Lender. Prime rate is defined as a reference rate announced by Lender from time to time as its prime rate and is not to be construed as a rate available to any particular class of borrowers. Changes in the prime rate for the purpose hereof are effective as of the date of such announcement by Lender. Interest is payable monthly commencing on the fifth day of the month following the first advance under the Note and thereafter on the fifth day of each succeeding month, pursuant to the terms and conditions as are more fully set out in said Note (the "Note"), and the terms and conditions of a Construction Loan Agreement between Borrower, Lender and others as amended from time to time ("Loan Agreement"). Said Note and Loan Agreement are hereby incorporated herein by reference as if fully set forth herein.

All payments on account of indebtedness evidenced by said Note are to be applied first to any costs, fees or expenses incurred by Lender pursuant to the provisions of this Mortgage, the Note or Loan Agreement, then penalty interest and late charges, then to interest on the unpaid principal balance and the remainder to principal, provided that if any installment payment or the final payment due Lender is not paid within fifteen (15) days of due date, then such payment will be subject to a late charge in the amount of five (5%) percent of the payment. Upon maturity of the principal balance of the Note whether by acceleration or otherwise according to the terms of the Note, the remaining unpaid principal balance of the Note shall accrue interest at the per annum rate equal to the unmatured Note rate as it changes from time-to-time plus three (3%) percent ("Penalty Rate") until paid. All of said principal and interest is payable at such place as the holders of the Note may, from time to time in writing appoint, and in the absence of such appointment, then at the address of Lender set forth above.

Interest on the principal balance of the Note outstanding from time to time shall be computed on the basis of a year consisting of three hundred sixty (360) days and paid for the actual days elapsed.

The entire outstanding principal balance and accrued interest thereon due under said Note shall be due and payable on April 5, 1994.

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THAT, to secure the payment of the indebtedness evidenced by the Note, or otherwise due hereunder, and the performance of the covenants and agreements of the Borrower herein contained, the Borrower does by these presents GRANT, CONVEY and MORTGAGE unto Lender, its successors and assigns, the real estate legally described on Exhibit "A" attached hereto and incorporated herein by reference together with:

(a) All and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, and the rents, issues and profits thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of the Borrower, of, in and to the same and of, in and to every part and parcel thereof; and

(b) All building and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the said real estate, and all fixtures now or hereafter owned by Borrower and attached to or contained in and used in connection with said real estate including but not limited to all machinery, motors, fittings, shades, screens, and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all items of furniture, furnishings, equipment and personal property used or useful in the operation of the said real estate; and all renewals, replacements or proceeds thereof or articles in substitution therefore, whether or not the same are or shall be attached to said building or buildings in any manner; it being mutually agreed, intended and declared that all the aforesaid property owned by said Borrower and placed by Borrower on the real estate shall, so far as permitted by law, be deemed to form a part and a parcel of the real estate, and covered by and conveyed under this Mortgage; and as to the balance of the property aforesaid, this Mortgage is hereby deemed to be as well a Security Agreement under the provisions of the Uniform Commercial Code for the purpose of creating hereby a security interest in said property, which is hereby granted to the Lender as secured party, securing said indebtedness and obligations. The Borrower acknowledges and agrees that the within mortgage secures an obligation incurred for the construction of on-site and off-site improvements on the real estate mortgaged herein, including the acquisition cost of the real estate, and constitutes a "Construction Mortgage" within the meaning of Section 9-313(c) of the Illinois Uniform Commercial Code which of itself shall become a "fixture filing" financing statement within the meaning of Section 9-313(b) and 9-402(6) of the Illinois Uniform Commercial Code or comparable provisions of the Uniform Commercial Code of the State of the situs of the Premises. The Borrower further agrees to execute and deliver, from time-to-time, such further instruments as may be requested by the Lender to confirm the lien of this Mortgage on any or all of the aforementioned chattels and fixtures, including execution of financing statements or copies thereof where Lender deems appropriate; and

(c) Any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Premises as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease

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in the value of the Premises, to the extent of all amounts which may be secured by this Mortgage, at the date of receipt of any such award or payments to the Lender, and of the reasonable counsel fees, costs and disbursements incurred by the Lender in connection with the collection of such award or payment.

The real estate and all of the foregoing are collectively referred to herein as the "Premises".

TO HAVE AND TO HOLD the above granted and described Premises, with all and singular the rights and appurtenances thereto appertaining unto the Lender, its successors and assigns, forever, Borrower hereby releasing and waiving on its behalf and on behalf of all persons beneficially interested in the trust estate, if Borrower is a Land Trustee, all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the Borrower shall well and truly pay unto the Lender, its successors or assigns, the sums of money due hereunder and in the Note with interest thereon, at the time and in the manner mentioned in the Note, and any and all other sums which may become due and payable hereunder, and shall well and truly abide by and comply with each and every covenant and condition set forth herein or in the Note, then these presents and the estate hereby granted shall cease, determine and be void, and Lender, its successor or assigns shall, upon request, prepare, execute and deliver a release of the lien created hereunder upon tender to Lender of its then current release fee. No partial release of any part of the Premises shall be permitted except upon the terms and conditions as required by Lender in its sole discretion.

AND, the Borrower covenants with the Lender as follows:

1. That the Borrower will pay, or cause to be paid, the said sums of money due under the Note with interest thereon, at the time and in the manner provided in the Note, and will keep, perform and observe every covenant, term and condition of this Mortgage and the Note. If remittance be made in payment of principal, interest or other charges due Lender either by check or draft, said payment shall be subject to the condition that such check or draft may be handled for collection in accordance with the practice of the collecting bank or banks, and that any receipt issued therefore shall be void unless the amount payable thereon is actually received by the Lender. Receipt thereof shall also be void if, by order of any court of competent jurisdiction, Lender is required to refund any sums paid to Lender by or on behalf of Borrower. Any such refund or other non-payment of a remittance occurring after release of the lien of this Mortgage and cancellation of the Note secured thereby shall be deemed a pro tanto reinstatement of said Mortgage and Note for such sum and such sum and Lender's costs, fees and expenses incurred shall bear interest at the Penalty Rate.

2. That no building or other property now or hereafter encumbered by this Mortgage shall be removed, demolished or materially altered, without the prior written consent of the Lender, except that the Borrower shall have the right, without such consent, to remove and dispose of, free from the lien of this Mortgage, such fixtures or personal property as from time to time may become worn out or obsolete, provided that either (a) simultaneously with or prior to such removal, any such fixtures or personal property shall be replaced with other fixtures or personal property of equal or greater value and free from chattel mortgage or such other encumbrance and from any reservation to title, and by such removal and replacement the

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Borrower shall be deemed to have subjected such fixtures or personal property to the lien of this Mortgage, or (b) any net cash proceeds received from such disposition shall be paid over promptly to the Lender to be applied by Lender to sums due hereunder at Lender's sole discretion.

3. That Borrower will maintain the Premises in good condition and repair free from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof, will not commit or suffer any waste of the Premises, and will comply with, or cause to be complied with, all statutes, ordinances, regulations and other legally enforceable requirements of any governmental authority relating to the Premises. A violation by Borrower or one of its tenants in the Premises of any statute, ordinance, regulation or other legally enforceable requirement of any governmental authority relating to the Premises shall be deemed waste. The Borrower will promptly repair, restore, replace or rebuild any part of the Premises now or hereafter subject to this Mortgage which may be damaged or destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in paragraph 9 hereof. Any proceeds of insurance paid as a result of an insured casualty shall be delivered to Lender for deposit in a non-interest bearing escrow account from which Borrower may withdraw such sums needed to restore, repair, replace or rebuild the Premises subject to the provisions of paragraph 5(d) hereof.

4. That every provision herein requiring notice and demand or request shall be deemed fulfilled by written notice and demand or request mailed to the last known address of the Borrower or Lender by postage prepaid first class mail, by personal delivery, by facsimile transmission or by document delivery services.

5.(a) That Borrower shall keep the Premises insured against loss, damage and liability under policies of insurance for fire and extended coverage, vandalism, malicious mischief, rental or business interruption, plate glass, boiler, dram shop, general liability and property damage, and flood insurance, for the full insurable value of the Premises as each is applicable but in no case less than the principal amount of the Note or in other amounts as required by the Lender. Borrower shall also insure against casualty loss all furniture, fixtures, and equipment, used or useful in the operation of the Premises by Borrower. All such insurance is to be maintained during the life of the Mortgage, and be in the form and by companies approved by the Lender. Original policies of insurance shall be delivered to the Lender and shall name Lender as insured under a Lender clause. If Borrower defaults in so insuring the Premises or in so delivering the policies, the Lender may, at the option of the Lender, effect such insurance from year to year and pay the premium therefor and Borrower will reimburse the Lender for any premiums so paid, with interest at the Penalty Rate on demand and the same shall be secured by this Mortgage. All such policies of insurance shall require not less than thirty (30) days notice to Lender in the event of cancellation;

(b) Not less than ten (10) days prior to the expiration dates of each policy required of the Borrower pursuant to this paragraph 5, Borrower will deliver to the Lender certified copies of the renewal policy or policies marked "premium paid" or accompanied by other evidence

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of payment satisfactory to the Lender;

(c) That in the event of a foreclosure of this Mortgage, Lender shall succeed to all the rights of the Borrower, including any right to unearned premiums, in and to all policies of insurance delivered pursuant to the provisions of this Mortgage;

(d) That if the Premises, or any part thereof, be destroyed or damaged by fire or by any other cause, the Borrower will promptly restore, rebuild, repair and replace the same so that the value of the Premises shall be at least equal to the value thereof prior to such loss or destruction, and Borrower will promptly commence such restoration, rebuilding, repairing or replacement of the Premises and provide to Lender waivers of lien for work performed and material furnished. There shall be, at all times during the progress of the restoration work, in the hands of the Lender, sufficient monies to complete said restoration, and, in the event of any deficit in the amount of insurance monies, the Borrower covenants and agrees forthwith to make up such deficit. In the event the Borrower shall neglect, fail or refuse to proceed diligently with the restoration, rebuilding or replacement of any part of the Premises destroyed or damaged by fire or other casualty, then the Lender shall have the right, but not the obligation, to restore, rebuild or replace same and may use and apply any insurance monies for that purpose. If such insurance money shall be insufficient to pay the entire cost of such work, the Borrower shall pay the deficiency. If Borrower fails to pay said deficiency, Lender may, at its option, advance the funds required. All such advances shall bear interest at the Penalty Rate, shall be secured by the lien of this Mortgage and shall be payable upon demand.

(e) That Borrower's compliance with the insurance requirements of this Mortgage shall not relieve Borrower of any liability to Lender hereunder or under the Note and related loan documents.

6. That the Borrower will pay or cause to be paid all real estate and other taxes, special assessments, association fees or assessments, water and sewer rents and other charges now or hereafter assessed or liens on or levied against the Premises or any part thereof, and in default thereof the Lender may, at the option of the Lender, pay the same, and the Borrower will repay the same with interest at the Penalty Rate from the date of payment on demand. All such payments by Lender shall be secured by this Mortgage. Upon request of the Lender, the Borrower will exhibit to the Lender receipts for the payment of all items specified in this paragraph prior to the date when the same shall become delinquent; provided, however, that nothing in this Mortgage shall require the Borrower to pay, discharge or remove any tax, assessment, water and sewer rent or other charge now or hereafter assessed or placed as a lien on or levied against the Premises, or any part thereof (which tax, assessment, water and sewer rent, other charge or lien is hereafter sometimes referred to as "imposition") so long as the Borrower in good faith shall proceed to

contest the same or the validity thereof by appropriate legal or other proceedings to be prosecuted with due diligence, and which contest shall operate to prevent the collection of the imposition so contested and the sale or loss of possession of the Premises or any part thereof to satisfy the same, and Borrower shall have

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deposited with the Lender or such person or corporation as Lender may in writing direct, as security for the satisfaction, in the sole judgment of the Lender, an amount to pay said imposition together with all interest and penalties in connection therewith, and all charges that may or might be assessed against or become a charge on the Premises, or any part thereof in said legal proceedings. The Borrower shall have the right to cause the funds so deposited, or any part thereof, to be deposited with or paid to the person or public authority claiming said imposition on account of any such imposition, or to be appropriated as security for any bond required in order to enable the Borrower to prosecute such contest. Upon the termination of such legal proceedings or at any time when the Lender shall deem the monies deposited with it to be insufficient security for the purpose for which they are deposited, the said monies so deposited shall be applied to the payment, removal and discharge of said imposition and the interest and penalties in connection therewith, and the charges accruing to such legal proceedings and the balances, if any, shall be paid to the Borrower, provided that the Borrower is not in default under this Mortgage. In the event that such monies shall be insufficient, the Borrower shall forthwith pay over to the Lender an amount of money sufficient, together with the monies so deposited pursuant to this paragraph, to pay the same. In the event of any default by the Borrower under this Mortgage, the Lender is authorized to use the money deposited under this paragraph to apply on account of such default or to pay the said imposition. The Borrower shall not be entitled to interest on the monies deposited pursuant to this paragraph.

7. That in the event of the passage after the date of this Mortgage of any law of the State or its political subdivisions of the situs of the real estate, deducting from the value of the Premises for the purpose of taxation any lien thereon or changing in any way the laws for the taxation of debts secured by a Mortgage for State or local purposes or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly (other than the imposition of any income tax liability on Lender), on this Mortgage or the Note, the holder of this Mortgage and the Note which it secures shall have the right to declare the amount thereof and the interest thereon due on a date to be specified by Lender not less than thirty (30) days after written notice is given to the Borrower by the Lender, provided, however, that such election shall be ineffective if the Borrower is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if, prior to such specified date, does pay such tax and agrees to pay any such tax when thereafter levied or assessed against the Premises or the holder of this Mortgage and the Note secured thereby, and such agreement shall constitute a modification of this Mortgage.

8. That, if at any time the United States of America or other governmental authority shall require internal revenue or comparable stamps to be affixed to the Note or this Mortgage, the Borrower will pay for the same with any interest or penalties imposed in connection therewith.

9. That notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Premises by any public or quasi-public authority or corporation, the Borrower shall continue to pay the installment payments required by the Note and this Mortgage. Any reduction in the principal sum resulting from the application by the Lender of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt, that said award or payment may be applied in such proportions and priority as the Lender in the Lender's sole discretion may elect to the payment of principal, whether or not then due and payable, or any sums secured by this Mortgage provided, however, that the Borrower shall be permitted to use the proceeds of any award received to restore

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the remaining portion of the Premises and any balance not so expended shall be paid to Lender. If prior to the receipt by the Lender of any such award or payment the Premises shall have been sold on foreclosure of this Mortgage, the Lender shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought, recovered or denied, and counsel fees, costs and disbursements incurred by the Lender in connection with the collection of such award or payment. The receipt of any such award by Lender shall not result in a change in the amount of the installment payments due under the Note and this Mortgage.

10. That the Borrower will transfer and assign to the Lender, at any time and from time to time, in form satisfactory to the Lender, the Borrower's interest in all leases of the Premises or portions thereof, whether now in existence or hereafter entered into, and that the Borrower will not assign the whole or any part of leases of the Premises or any portions thereof, whether now in existence or hereafter entered into, nor the whole or any part of the rents, issues and profits arising from the Premises, without the prior written consent of the Lender and any assignments made in violation hereof shall be null and void.

11. That the Borrower and/or its beneficiaries will keep proper books of record and account in accordance with generally accepted principles of accounting relating to the Premises. Lender shall have the right to review the affairs, finances and accounts of the Borrower and/or its beneficiaries and to be informed as to the same by its officers, all at such reasonable times and intervals as the Lender may desire. Borrower will furnish to the Lender within ninety (90) days after the end of each fiscal year of the Borrower and/or its beneficiaries, copies of statements of income and expense of the Borrower and/or its beneficiaries for such fiscal year showing separately and in adequate detail the income and expense of the Premises, all in reasonable detail and stating in comparative form the figures as of the end of and for the previous fiscal year and certified by Borrower and/or its beneficiaries.

12. That the Borrower, upon written request, shall certify within ten (10) days after such request, by a writing duly acknowledged, to the Lender or to any proposed assignee of this Mortgage, the amount of principal, interest and other charges then owing on the Note and this Mortgage and whether any offsets or defenses exist against the Note. In the event Borrower fails to timely so certify, Borrower irrevocably appoints any agent or officer of Lender, its successors and assigns, as Borrower's attorney in fact, to so certify and which certification shall be binding on Borrower, its beneficiaries, successors and assigns.

13. That this Mortgage shall operate as a security agreement under the provisions of the Uniform Commercial Code, as now or hereafter amended, with respect to the fixtures on the Premises, or any replacements thereof, or additions thereof, all proceeds of insurance on or sale thereof, and the Borrower will execute and deliver such financing statements as the Uniform Commercial Code requires with respect to such security; and that the Borrower will execute and deliver from time to time such further instruments including renewal mortgages, security agreements, financing statements, certificates, extensions and renewals thereof, and such other documents as may be required by the Lender to preserve, confirm and maintain the lien of this Mortgage on the said fixtures whether now or hereafter acquired, and the Borrower shall pay to the Lender on demand any expenses incurred by the Lender in connection with the preparation and filing of such documents. Fixtures which the lessee of a portion of the Premises has the right to remove, are specifically

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excluded from the provisions of this clause except to the extent that lessee's right to remove such fixtures shall be forfeited under terms of such lessee's lease.

14. That in the event of any default in the performance of any of the Borrower's covenants or agreements herein, the Lender may, at the option of the Lender, perform the same and the cost thereof or any other costs, expenses or fees paid or incurred by Lender as a result of a default of Borrower with interest at the Penalty Rate from date of disbursement shall immediately be due from the Borrower to the Lender and be secured by this Mortgage.

15. That if any action or proceeding be threatened or commenced (except an action to foreclose this Mortgage or to collect the debt secured hereby), to which action or proceeding the Lender is or may become a party or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by the Lender for the expenses of any such threatened or commenced action or proceeding (including reasonable counsel fees) to prosecute or defend the right and lien created by this Mortgage shall on demand be paid by the Borrower, together with the interest thereon at the Penalty Rate from date of disbursement, and shall be secured by this Mortgage, that in any action or proceeding to foreclose this Mortgage, or to recover or collect the debt secured hereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail. Additionally, in the event that Lender incurs any attorney fees or costs in dealing with any matter which directly or indirectly effects this Mortgage, Borrower agrees to pay it upon demand all such costs and expenses, including reasonable attorney fees incurred by Lender, together with interest thereon at the Penalty Rate from disbursement and which sums shall be deemed also secured by the lien of this Mortgage.

16. That the Lender and any persons authorized by the Lender shall have the right to enter and inspect the Premises at all reasonable times and, if Borrower is a land trust, to inspect and receive copies of said land trust file at any time.

17. That the Lender shall have the right from time to time to sue Borrower for any sums due Lender hereunder whether interest, damages for failure to pay principal or any installment thereof, the costs of Lender's performance of the Borrower's covenants or agreements provided herein, or any other sums required to be paid under the terms of this Mortgage or the Note, as the same becomes due, without regard to whether or not the principal sum secured by the Mortgage shall be due and without prejudice to the right of the Lender thereafter to bring an action of foreclosure, or any other action, for a default or defaults by the Borrower existing at the time such earlier action was commenced.

18. That, without Lender's prior written consent, no transfer, assignment, sale, lease for a term of more than three (3) years or a lease of any duration which includes an option to purchase, or conveyance or contract to sell all or part of the Premises or all or part of the beneficial interest in and to Borrower, if Borrower is a land trust, or if the Borrower or the beneficiary of Borrower is a corporation or a partnership, no sale or issuance of shares or partnership interests will be made. If Borrower is a land trust, it hereby covenants with Lender that it will accept no letter of direction from its beneficiaries to take an action contrary to the provisions of this Paragraph without the express written consent of Lender. Without first obtaining Lender's written consent, the making of an sale, lease of more than three years or a lease of any duration which includes an option to purchase or conveyance or a contract to sell the all or part of the Premises or all

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or part of the beneficial interest in and to the Borrower, if a land trust, shares of the Borrower or the beneficiary, if a corporation, or an interest in the Borrower or a beneficiary of Borrower, if a partnership, will be an additional event of default and all principal and interest due under the Note shall be accelerated and immediately due and payable at the option of Lender.

19. That Borrower covenants and agrees to deposit, at Lender's request, at such place as the holder of the Note secured by this Mortgage may, from time to time, in writing appoint and, in the absence of such appointment then at the office of Lender commencing with the first monthly payment due pursuant to the Note secured hereby, and on the first day of each and every succeeding month thereafter until the indebtedness secured by this Mortgage is fully paid, a sum equal to 1/12th of the last total annual taxes and assessments last assessed (general and special) on the Premises (unless said taxes are based upon assessments which exclude the improvements or any part thereof, now constructed or to be constructed, in which event the amount of such deposits shall be based upon the reasonable estimate of the holder of the Note as to the amount of taxes and assessments to be levied or assessed). Borrower, concurrently with the initial disbursement of the proceeds of the Note secured hereby or as subsequently requested at the option of Lender, will also deposit with Lender an amount based upon the taxes and assessments so ascertainable, or so estimated by Lender as the case may be for taxes and assessments on the Premises on an accrual basis for the period from January 1, succeeding the year for which all taxes and assessments have been paid to an including the date of the first deposit in this paragraph hereinabove mentioned or any part thereof upon request of Lender. Such deposits are to be held in escrow without allowance of interest and are to be used for the payment of taxes and assessments (general and special) on said Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments (general or special) for any year when the same shall become due and payable, Borrower shall, within ten days after notice and demand, thereafter deposit with Lender such additional funds as may be necessary to pay such taxes and assessments (general and special) for any year. Any excess deposit shall be retained in escrow. In the event sums on deposit are insufficient to make a required tax payment, Lender, at its sole option, may advance the additional funds needed. Any such advance shall be deemed secured by the lien of this Mortgage and shall be due and payable on demand with interest at the Penalty Rate. The creation of a tax escrow and the holding of funds therein shall not relieve Borrower of its responsibility pursuant to paragraph 6 hereof to obtain tax and assessment bills and to timely pay any such taxes or assessments on the Premises or to timely tender same to Lender for payment from the escrow. Notwithstanding any provision of law, in the event Lender forecloses the lien of this Mortgage, the balances of any such tax escrow account shall be set off against sums due Lender from Borrower hereunder. Lender is hereby granted a security interest in all sums deposited in said tax escrow.

20. That together with, and in addition to, the monthly payments of interest or principal payable under the terms of the Note secured hereby, and in addition to the deposits for general and special taxes and assessments pursuant to the terms of paragraph 19 of this Mortgage, Borrower will deposit, upon request, monthly with Lender a sum equal to one-twelfth (1/12th) of the premiums that will next become due and payable on policies of fire, extended coverage and other hazard and liability insurance, covering the Premises. Such sums are to be held in escrow without interest to pay said insurance premiums. In the event sums on deposit are insufficient to make a required insurance premium payment, Lender, at its sole option, may advance the additional funds needed. Any such advance shall be deemed secured by the lien of this Mortgage and shall be due and payable on demand with interest at the Penalty Rate. The creation of an

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insurance escrow and the holding of funds therein shall not relieve Borrower of its responsibility pursuant to paragraph 5 hereof to obtain any required insurance insuring the Premises and to timely pay the premiums thereof or to timely tender to Lender the premium billings for payment from the escrow. Notwithstanding any provision of law, in the event Lender forecloses the lien of this Mortgage, the balances of any such insurance escrow account shall be set off against sums due Lender from Borrower hereunder. Lender is hereby granted a security interest in all sums deposited in said insurance escrow.

21. That the whole of the principal sum and the interest of the indebtedness secured hereby shall become due at the option of the Lender:

- A. Upon the default in payment of any installment of principal or interest due hereunder for fifteen (15) days; or
- B. After default in the payment of any tax or other imposition for fifteen (15) days; or
- C. After default in obtaining and delivering the policies of insurance herein described or referred to or in reimbursing the Lender for premiums Lender paid for such insurance, as herein provided; or in paying the premiums due thereon; or
- D. After default for fifteen (15) days following Lender's request to furnish a statement of the amounts due on the Note and Mortgage and whether any offsets or defenses exist against the Note, as hereinbefore provided; or
- E. After default for fifteen (15) days in the payment of any installment of any assessments for local improvements heretofore or hereafter made which is or may become payable in installments, and may at any time affect the Premises; or
- F. Upon the actual or threatened waste, removal or demolition of, or material alteration, to any part of the Premises; or
- G. Upon Assignment by the Borrower of the whole or any part of the rents or issues and profits arising from the Premises without the written consent of the Lender unless such assignment shall be specifically subject and subordinate to the prior rights of the Lender hereunder; or
- H. Upon any assignment made by Borrower or any beneficiary of Borrower, for the benefit of creditors; or
- I. Upon the appointment of a receiver, liquidator or trustee for Borrower, any beneficiary of Borrower, of any part of the Premises, or the adjudication of Borrower or any beneficiary to be a bankrupt or insolvent, or the filing of any petition for the bankruptcy, reorganization or arrangement of Borrower or any beneficiary of Borrower pursuant to the Federal Bankruptcy Act of any similar statute, or the institution of any proceeding for the dissolution or liquidation of Borrower or any beneficiary of Borrower, and, if such appointment,

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adjudication, petition or proceeding be involuntary and not consented to by Borrower or any such beneficiary of Borrower, the failure to have the same discharged, stayed or dismissed within ninety (90) days; or

J. Upon default of Borrower in the observance or performance of any other covenant or agreement of the Borrower hereunder, or under the Note and the failure of Borrower to cure same within fifteen (15) days of notice.

22. In addition to all other provisions contained herein, Borrower acknowledges that the proceeds of the Note are intended, in part, to finance the construction of improvements on the Premises and further covenants, and agrees that:

A. The improvements to be erected on the Premises shall be completed in accordance with the provisions of the Loan Agreement.

B. Upon default in any of the terms, provisions or covenants in the Loan Agreement, the holder of the Note may (but need not):

i) Declare the entire principal indebtedness and interest secured hereby to be due and payable;

ii) Complete the construction of said improvements and enter into the necessary contracts therefor. All monies so expended shall be so much additional indebtedness secured by this Mortgage, and any monies expended in excess of the Note, shall be payable on demand with interest at the penalty rate and shall be deemed a pro tanto amendment to the principal sums due pursuant to said Note and Mortgage.

The holder of said Note may exercise either or both of the aforesaid remedies in addition to any and all other remedies afforded herein or in the Loan Agreement.

23. That when the indebtedness secured hereby shall become due whether by acceleration or otherwise, the Lender shall have the right to foreclose the lien hereof; that in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of the Lender for the preservation, protection, repair, management and sale of the Premises, and for attorney's fees, appraiser's fees, outlay for documentary and expert evidence, stenographer's charges, publication costs and other 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, guarantee policies, Torrens Certificates, and similar data and assurances with respect to title as Lender may deem to be necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises; that all such expenditures shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the Penalty Rate from payment thereof; and that the

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proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all such costs and expenses incident to the foreclosure proceedings; 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 interest and then principal remaining unpaid on the indebtedness secured hereby; and Fourth, any overplus to Borrower, its successors or assigns, as their rights may appear.

24. That 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 Lender as Lender in possession or a receiver of the Premises; that such appointment may be made either before or after sale, without notice and without requiring bond (notice and bond being hereby waived) without regard to the solvency or insolvency of the Borrower at the time of application for such Lender in possession order or receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not; that such Lender in possession or receiver shall have power to collect and impose rents, and collect issues and profits of the Premises during the pendency of such foreclosure suit and in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when the Borrower, except for the intervention of such Lender in possession order or receiver, would be entitled to collect such rents, issues and profits, and all other power which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period; and that the Lender in possession or receiver, out of such rents, issues and profits may pay any costs incurred in the management and operation of the Premises, prior and coordinate liens, if any, taxes, assessments and insurance, and may pay all or any part of the indebtedness secured hereby or any deficiency judgement thereon.

25. That upon any sale by virtue of any judicial proceedings or otherwise for the enforcement of this Mortgage, the Premises may be sold in one parcel as an entirety, at the option of Lender, Borrower hereby waiving any requirement of law to the contrary, and the Borrower, to the full extent that it may lawfully do so, for itself and for all who may claim through or under them hereby expressly waives and releases all right to have the Premises or any part thereof marshalled upon any foreclosure sale, or other enforcement hereof, and any court at the time foreclosure of this Mortgage is sought shall have the right and is hereby authorized and directed to sell the entire Premises as a whole in a single parcel. Borrower for itself and on behalf of its beneficiaries their respective successors and assigns hereby expressly waives any right at law or at equity to bar Lender from being the purchaser at any foreclosure sale of the Premises.

26. That any failure by the Lender to insist upon the strict performance by the Borrower of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Lender, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Borrower of any and all of the terms and provisions of this Mortgage to be performed by the Borrower; that neither the Borrower nor any other person now or hereafter obligated for the payment of the whole or any part of the Note or any obligation secured by this Mortgage shall be released from liability for repayment of the Note or any obligations secured by this Mortgage (1) by reason of the failure of the Lender to comply with any request of the Borrower or of any other person, to take action to foreclose this Mortgage or of any obligations secured by this Mortgage, or (2) by reason of any agreement or stipulation between any subsequent owner or owners of the Premises and the Lender extending the time of payment

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or modifying the terms of the Note or Mortgage (whether or not first having obtained the prior written consent of the Borrower or the other person obligated to pay the Note or any obligation secured by this Mortgage); that the Lender may release, regardless of consideration, this Mortgage in whole or in part without, as to the remainder of the security, in any way impairing or affecting the lien of this Mortgage or the obligations of Borrower or any other person on the Note secured hereby or the priority of such lien over any subordinate lien; and that the Lender may resort for the payment of the indebtedness secured hereby to any other security therefor held by the Lender in such order and manner as the Lender may elect.

27. That the rights of the Lender 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 Lender shall be construed as an election to proceed under any one provision thereof to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

28. That Borrower, upon request by Lender from time to time, shall execute, acknowledge and deliver to Lender, a Security Agreement, Financing Statement or other similar security instruments, in form satisfactory to Lender, covering all property of any kind whatsoever owned by Borrower, which in the sole opinion of Lender is essential to the operation of the Premises and which constitutes goods within the meaning of the Uniform Commercial Code or concerning which there may be any doubt whether the title to same has been conveyed by or security interest perfected by this Mortgage under the laws of the State or its political subdivisions which is the situs of such property and will further execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any financing statement, affidavit, continuation statement or certificate or other document as Lender may request in order to perfect, preserve, maintain, continue and extend the security interest under the priority of this Mortgage and such security instrument. Borrower further agrees to pay to Lender on demand all costs and expenses incurred by Lender in connection with the preparation, execution, recording, filing and re-filing of any such document.

29. Any and all other documents conferring easement rights or other appurtenant rights upon the owner of the Premises in land lying within or beyond the perimeters of the Premises are herein collectively called the "Appurtenant Agreements" and such rights collectively shall be considered appurtenances.

Borrower hereby grants, conveys, assigns, transfers and mortgages to Lender, as additional security for the indebtedness secured hereby, all right and benefit of Borrower under the Appurtenant Agreements and all easement rights and other benefits arising thereunder, in favor of the Premises. With respect to the Appurtenant Agreements, Borrower further agrees with Lender as follows:

- A. Borrower will perform and comply with all obligations of Borrower or which are otherwise imposed upon the Borrower or which are otherwise imposed upon the Premises thereunder;
- B. Borrower will keep the same in good standing and in effect and enforce observance and compliance by other parties thereto with their respective obligations thereunder affecting the Premises;
- C. Borrower will not, without first having obtained the written approval and consent of Lender:

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i. modify or agree to any termination of the Appurtenant Agreements or waive or relinquish any of Borrower's rights thereunder or any benefits thereunder which affect the Premises;

ii. exercise any right of approval or consent conferred upon Borrower under the Appurtenant Agreements; it being understood and agreed, however, that after the occurrence of any default hereunder, Lender may exercise all such powers of consent or approval on Borrower's behalf, full power and authority so to do being herein conferred upon Lender by Borrower;

D. In the event Borrower shall receive notice from any other parties thereto of any claimed default thereunder by Borrower or Borrower's beneficiaries, or acquires any knowledge of the assertion or intended assertion of any claim against Borrower arising thereunder, Borrower will promptly advise Lender thereof;

E. In the event Borrower shall receive notice or acquire any knowledge of any action or proceedings taken or initiated, with respect to the Appurtenant Agreements or any laws or ordinances which could affect the Premises, Borrower will promptly advise Lender thereof;

F. Appropriate licenses, approvals and permits for the use or operation of the Premises or the Appurtenant Agreements shall at all times be obtained and kept in full force and effect, including those of the U.S. and State Environmental Protection Agency any other governmental regulatory body having jurisdiction.

30. Operation of Premises. Borrower agrees that:

(a) the Premises will be operated in accordance with the highest standards of operation according to the nature of the real estate and improvements thereon;

(b) the Premises will at all times be properly equipped for such purpose;

(c) Borrower will procure, maintain and comply with all governmental permits and licenses required for such operation; and

(d) Borrower will comply with all governmental laws, ordinances, rules and regulations relating to such operation.

31. Hazardous Waste and Related Matters. The Premises are currently in compliance with, and Borrower will construct the improvements on the Premises in compliance with, all federal, state and local laws, rules, regulations, orders and ordinances regulating health, safety and environmental matters, including, without limitation, air pollution, soil and water pollution, and the use, generation, storage, handling or disposal of Hazardous Material (hereinafter defined) including, without limitation, raw materials, products, supplies,

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asbestos or polychlorinated biphenyl compounds ("PCBs").

A. Borrower shall send to the Lender no later than two (2) days after receipt by Borrower, any report, citation, notice or other writing by to or from any governmental or quasi-governmental authority empowered to regulate or oversee any of the foregoing activities. If required pursuant to any of such laws, rules, regulations, orders or ordinances, Borrower shall rectify, remediate, dispose of or remove from the Premises any Hazardous Materials in a manner consistent with and in compliance with the same and shall pay immediately when due any costs incurred or sustained therefor. Borrower shall keep the Premises free of any lien imposed pursuant to said laws, rules, regulations, orders, or ordinances. In the event Borrower fails to comply with any of the foregoing within fifteen (15) days after demand by the Lender to Borrower, Lender may either

(i) declare a default under this Agreement or

(ii) cause the removal or remediation of the Hazardous Material from the Premises, or both. The costs of the removal or remediation shall constitute additional indebtedness hereunder secured by this Mortgage and which costs shall be due and payable without notice or demand with interest thereon at the Penalty Rate from date of disbursement.

B. Borrower further agrees not to generate, handle, use, store, treat, discharge, release or dispose of any Hazardous Material at the Premises without the express written approval of the Lender and compliance with all applicable statutes, ordinances and regulations. Notwithstanding any other provision of law, Lender shall have the right at any time to enter upon the Premises by its agents to conduct an environmental audit of the Premises at Borrower's sole cost, or to effect removal or remediation of Hazardous Materials. Borrower shall cooperate in the conduct of such removal, remediation or environmental audit. Nothing herein shall obligate the Lender to take any action to remove any Hazardous Materials, to correct any violation of law on the subject Premises or to conduct an environmental audit on the Premises.

C. Borrower shall indemnify, defend with counsel reasonably acceptable to the Lender, and hold the Lender free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against the Lender in connection with or arising from or out of the breach of any warranty, covenant or agreement or the inaccuracy of any representation contained or referred to in this paragraph, and any violation by Borrower of any of the foregoing laws, regulations, orders or ordinances described in this paragraph. The foregoing indemnification shall survive repayment of the loan.

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D. For the purpose of this Mortgage, "Hazardous Material" shall mean and shall include any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, ordinance, code, rule, regulation, order, decree or other requirement of any governmental authority regulation, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material as is now or at any time hereafter may be in effect including the laws, ordinances and regulations of the State of the situs of the Premises, its agencies and political subdivisions.

32. That wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Borrower" shall mean and include "the undersigned and/or any subsequent owner or owners of the Premises"; the word "Lender" shall mean "Lender or any subsequent holder or holders of this Mortgage"; that the word "person" shall mean "a trust, individual, corporation, partnership or unincorporated association"; and the word "Premises" shall include the real estate hereinbefore described, together with all improvements thereon, fixtures and equipment therein, condemnation awards and any other rights or property interests at any time made subject to the lien of this Mortgage by the terms hereof, and pronouns of any gender shall include the other gender, and either the singular or plural shall include the other.

33. TO THE FULLEST EXTENT PERMITTED BY LAW BORROWER HEREBY WAIVES ANY AND ALL RIGHTS OF (A) REINSTATEMENT OF THIS MORTGAGE AND (B) REDEMPTION FROM ANY ORDER OR JUDGEMENT OF FORECLOSURE OF THIS MORTGAGE ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

34. That this Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

35. 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.

36. Any part of the security herein described may be released by the Lender without affecting the lien hereof on the remainder. The liability of the Borrower and any Guarantor on said Note shall continue in full force and effect until all sums due Lender hereunder are paid in full and any contingent or other unliquidated liabilities are liquidated and paid. Lender may, by written and signed agreement with the then record owner of said Premises, or with the heirs, executors, administrators, devisees, successors or assigns of such record owner, or with any one or more persons liable, whether primarily or secondarily, for the payment of any indebtedness secured hereby, without notice to any other of said persons, extend the time of payment of said indebtedness, or any part hereof, without thereby modifying or affecting the lien of this Mortgage or releasing any such person from any liability for such indebtedness, and this Mortgage shall be security for all additional interest under such extension agreement; and the granting of any extension or extensions of time payment of the Note or interest thereof either to the maker or to any other person, or the

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releasing of a portion of the security hereof, or taking other or additional security for payment of said indebtedness, or waiver of or failure to exercise any right to mature or to enforce the whole debt under any covenant or stipulation herein contained, or extending the time of payment of any other indebtedness or liability secured hereby, shall not in any way impair this Mortgage or the rights of the Lender hereunder, or operate as a release from any liability upon said Note or said indebtedness of any person under any covenant or stipulation herein contained or under guaranty of the Note.

37. Upon payment in full of all sums due Lender under this Mortgage and the Note secured thereby and upon written request of Borrower, the Lender shall cause a release of this Mortgage and any related security filings to be prepared and issued to Borrower upon the payment to Lender of its then reasonable charges and costs for preparation and issuance. In the event that this Mortgage is released and contingent or other unliquidated liabilities hereunder of Borrower to Lender shall become liquidated, then this Mortgage and the Note secured hereby along with related security agreements and guaranties shall be deemed reinstated.

38. That in the event any provisions of this Mortgage is ruled invalid or unenforceable in whole or in part, by a court of competent jurisdiction, such invalid or unenforceable provision shall be deleted or modified to the extent required to make such provision valid and enforceable as if such invalid or unenforceable provisions had never been included herein or were included herein only to the extent that said provisions are valid and enforceable. This Mortgage shall remain fully effective according to its terms after such deletions or modifications.

39. If there shall there exist, at any time, an inconsistency or conflict with the terms and conditions set forth in the Loan Agreement and the terms and conditions set forth herein, then the Loan Agreement terms and conditions shall control in all instances of such conflict or inconsistency.

40. The Note secured by this Mortgage evidences an indebtedness created by multiple disbursements made by Lender for the financing of the cost of acquisition, construction of certain improvements, and the equipping thereof, on the real estate described on Exhibit A, all in accordance with the terms and provisions of the Loan Agreement.

41. This Mortgage is executed by the Borrower not personally, but as Trustee aforesaid, in the exercise of the power and authority conferred and vested in it as such Trustee and is payable only out of the property specifically described in this Mortgage or other assets securing the payment hereof by enforcement of the provisions contained in this Mortgage or in related security agreements. No personal liability shall be asserted or be enforceable against the Borrower, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by any guarantor, co-signor, surety or endorser of the Note secured hereby, if any, and each original and successive holder of this Mortgage accepts the same upon the express conditions that no duty shall rest upon the Borrower to sequester the rents, issues and profits arising from the real estate described in this Mortgage, or the proceeds arising from the sale or other disposition thereof, unless the Borrower has executed an Assignment of Rents in favor of Lender. In case of default in the payment of the Note or of any installment thereof, the remedy of the holder hereof against the Borrower shall be by foreclosure of the this Mortgage given to secure the Note, in accordance with the terms and provisions in this Mortgage, the

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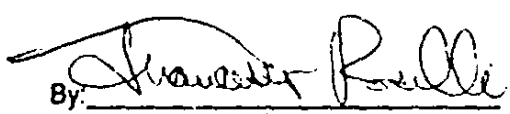
enforcement of any Assignment of Rents made by the Borrower, by action to enforce the personal liability of the guarantor, co-signor, surety or endorser, if any, of the payments due under the Note, or any other action then available to Lender, concurrently or consecutively.

IN WITNESS WHEREOF, the Borrower, not personally, but as Trustee aforesaid, has caused this Mortgage to be signed by its VP & Sr. T.O., and its corporate seal to be hereunder affixed and attested by its T.O., the date and date first above written.

STANDARD BANK AND TRUST COMPANY, a/w/a/ dated
3/31/93 a/w/a/ Trust 13788

ATTEST:

By: 
James J. Martin, Jr. T.O.

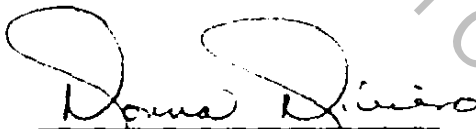

By: Francesco Roselli
Francesco Roselli, VP & Sr. T.O.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a notary public in and for said County and State, DO HEREBY CERTIFY that Francesco Roselli, personally known to me to be the VP & Sr. T.O. of STANDARD BANK AND TRUST COMPANY and James J. Martin, Jr., personally known to me to be the T.O. of said corporation, and 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 severally acknowledged that as such officers of said corporation, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation AS TRUSTEE, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 19th day of May, 1993.



NOTARY PUBLIC

My Commission Expires: _____



PREPARED BY AND MAIL TO:

JAMES B. CARROLL, ESQ.
2400 West 95th Street, Suite 501
Evergreen Park, Illinois 60642
(708) 422-3766

BOX 333 -- TH

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EXHIBIT A
TO
CONSTRUCTION MORTGAGE

LOTS 13, 14 AND 15 IN BLOCK 9 IN ORIGINAL TOWN OF BREMEN, IN SECTION 30,
TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN
COOK COUNTY, ILLINOIS.

PIN: . 28-30-411-015
28-30-411-017

COMMONLY KNOWN AS: 6725-27 West Oak Forest Avenue and 17355 and 17363 South 67th
Court, Tinley Park, IL 60477