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County, Blinois. COUNTY RECURDER TITLE coverent and warrent title to the property, except to neumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and Secured foot Secured debt and the performance of the coverents and agreements contained in this mortgage and in any other document incorporated herein. Secured debt is no used in this mortgage, includes any amounts I owe you under this mortgage and in any other document incorporated herein. Secured debt is wortgage and the dates thereof.!: **The secured debt is evidenced by User all instruments and agreement as secured by this mortgage and the dates thereof.!: **The secured debt is evidenced by User all instruments and agreement dated June 20, 1994 **The secured devances: All amounts owed under the above agreement are secured even though not all emounts may yet be advanced. Future advances under the agreement are contemplated and will have priority to the same extent as if made on the date this mortgage is executed. **Revolving credit loan agreement dated will initiate a mounts may yet be averanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent is if made on the date this mortgage is executed. The above obligation is due and payable on		•	соок	0		≛0748 € C:	G *-94-5495
SECURED DEST: This mortigage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortigage and in any other document incorporated herein. Secured debt, as used in this mortigage. Includes any amounts I owe you under this mortigage of under any instruments are secured by the mortigage. The secured debt is evidenced by (list all instruments and agreements secure) by this mortigage and the dates thereof.): (X) Note, Disclosure and Security Agreement dated June 20, 1994 Future Advances: All amounts owed under the above agreement are secured and will be secured and will have priority to the same extent as if made on the date this mortigage is executed. Revolving credit loan agreement dated All amounts owed under this agreement are secured even though not all amounts may yet be extended. Future advances under the agreement are secured and will have priority to the same extent (a if made on the date this mortigage is executed. The above obligation is due and payable on June 24, 1999 The total unpaid belance secured by this mortigage at any one time shall not exceed a maximum principal unit of it not paid entire. Twentry Nine Thousand One Hundred Fifty and 00/100 Dollars (a 29:35.00) Variable Rate: The interest rate on the obligation secured by this mortigage may vary seconding to the terms of this obligation. A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortigage and made a part hereof. Commercial Construction Construction				e except in good	- · · · · · · · · · · · · · · · · · · ·		
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Property of Coot County Clert's Office

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- Paymente, i agree to far my bevefit will be a to principal. If partial puntil the secured debt is a secured debt in the s 1. Payments. I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If pertial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently acheduled payment until the secured debt is paid in full.
 - 2. Claims against Title. I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
 - 3. Insurance. I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payed or as the insurance project. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
 - 4. Froperty. I will keep the property in good condition and make all repairs reasonably necessa
 - 6. Expenses. I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court, I will pay these amounts to you as provided in Covanant 10 of this mortgage.
 - 6. Default and Acceleration. If I fail to make any payment when due or break any covanants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
 - 7. Assignment of Rents and Profits. I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
 - of Homestead. I heliaby waive all right of homestead exemption in the property.
 - 9. Lesseholds; Condominium; P anned Unit Developments. I agree to comply with the provisions of any lesse if this mortgage is on a lessehold. If this mortgage is on a unit in a unidominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium, r p anned unit development.
 - 10. Authority of Mortgages to Perform for Mortgagor. If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reason bits manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

lure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.

Any smounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will be ar interest from the date of the payment until paid in rufl at 2.5 interest rate in effect on the secured debt.

- 11. Inspection. You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your
- 12. Condemnation. I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security
- 13. Waiver. By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the elent u default if it happens again.
- 14. Joint and Several Liability; Co-signers; Successors and Assigns Bound. All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this corrupte.

The duties and benefits of this mortgage shall bind and benefit the successors and as igns of either or both of us.

15. Notice. Unless otherwise required by law, any notice to me shall be given by deliveting it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by cartified mail to your address on page 1 of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated whose

- 16. Transfer of the Property or a Beneficial Interest in the Mortgagor. If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
- e. When I have paid the secured debt, you will discharge this mortgage without charge to me. thagres to pay all costs to record this mortgage.

Office Cooperate Addien 1824 ings Bank

1885 SANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 (1-800-387-2341) FORM OCPARTGIL, 4/29/81

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(page 2 of 2)

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