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9. INQUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.

10. INTERFERENCE WITH LEASES AND OTHER ACREEMENTS. Grantor shall not take or fall to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written concent, shall not: (a) collect any monles payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement in the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.

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11. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lenger shall be entitled to notify or require Grantor to notify any third party (inoluding, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing its Orantor shall diligently collect the indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instrument or other remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or colleteral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any darmages resulting therrifrom. actions described in this paragraph or any damages resulting therefrom

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12. USE AND MAINTENANCE OF PROPERTY, Grantor shall take all actions and make any repairs needed to maintain the Property in good conditions. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compiliance with applicable law and insurance policies. Grantor shall not make any attentions, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

13. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (numulatively "Loss or Damage") to the Property or any portion thereof from any case whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

14. INSURANCE. Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lander in its sole discretion. The insurance policies shall require the insurance company to provide Lander with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgages and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance priceded to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor is alia to acquire or maintain insurance, Lender, after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance coverage chall be an advance payable and bearing interest as described in Paragraph 27 and secured irretely. Grantor shall furnish Lenter with evidence of insurance coverage of coverage. Lender may act as attorney-in-fact for Grantor in making and certaing claims under insurance policies, cancelling any solicy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigner, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender, shall have the right, at its sole option, to apply such monles toward the Obligations or toward the cost of rebuilding and restoring the Property. Any Emount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Grantor shall be obligated to rebuild any testore the Property.

18. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private coverients affecting the use of the Property without Lander's prior writter. Consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be disconficued or sbandoned without the prior written consent of Lander. Grantor will immediately provide Lander with written notice of any proposed changes of his zoning provisions or private covenants affecting the Property.

18. CONDEMNATION. Grantor shall immediately privide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monites payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal privides and other costs (including appraisal fees) in connection with the condemnation or entinent domain proceeding and then, at the price of cender to the Obligations or the restoration or repair of the Property. In any event Grantor shall be obligated to restore or repair the Property.

17. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACT ONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Gruntor to eppoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or as itseany oldern or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph or any Grantor shall cooperate and assist Lender in any action hereunder.

16. INDEMNIFICATION, Lender shall not essume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any droumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, amployees and agents with written notice of and internity and hold Lender harmless from all claims, damages, liabilities (including untrineys' fees and legal expenses), causes of ection, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (in Air ling, but not limiter to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counsel scoeptable to Lender from such Claims, and pay the costs incurred in connection therewith. In the attentive, Lender shall be entitled to employ its own legal courses to defend such Claims at Grantor's cost. Grantor's obligation to indemnity Lender shall survive the termination, release or foreclosure of this Mortgrige.

19. TAKES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lander, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium. The same assessments pertaining to the Property as estimated by Lander. So long as there is no default, these amounts shall be applied to the payment of these assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds exhall to pay any taxes or against the Obligations Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.

20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPDRTS. Grantor shall allow Lender or its note its openite to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to the examine and inspect the provide any assistance required by tender for these purposes. All of the signatures and information contained in Grantor's books and records shill be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records purishing to the Property. Additionally, Crantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's from see condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency of Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.

21, ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferse of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance of the Obligations; and (b) whether Grantor possesses any daims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferse with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.

22. DEFAULT. Granter shall be in default under this Mortgage in the event that Granter, Borrower or any guaranter of any Obligation:

(a) fails to pay any Obligation to Lender when due;
(b) falls to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written or orel, agreement;

(c) allows the Property to be damaged, destroyed, lost or stolen in any material respect;
(d) seeks to revoke, terminate or otherwise limit its fiability under any guaranty to Lender;
(e) allow goods to be used on, transported or stoled on the Property, the possession, transportation, or use of which, is (liegal; or

(f) causes Lender to deem itself insecure in good faith for any reason.

23. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

(a) to declare the Obligations immediately due and psyable in full;
(b) to collect the outstanding Obligations with or without resorting to judicial process;
(c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably occivenient to Grantor and Lender;

(d) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;

(e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property; (f) to foreolose this Mortgage;
(g) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts

maintained with Lender; and

(h) to exercise all other rights available to Lender under any other written agreement or applicable law. Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor walves the posting of any bond which might otherwise be required.

	24. WESTER OF HUMESTEAD AND OF THE PIGHTS Gra tor I propy with the last of the second
	entitled under any applicable law.
	26. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filling fees, notification costs, and appraisal ocets); then to the payment of the Obligations; and then to any third party as provided by law.
10 Sept.	27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon tiernand, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.
y ,,	28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.
	29. POWER OF ATTORNEY. Granter hereby appoints Lender as its atterney-in-fact to enderse Granter's name on all instruments and other documents pertaining to the Obligations or indebtodness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Granter under this Mortgage. Lander's performance of such action or execution of such documents shall not relieve Granter from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.
1000	30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous iten, security interest or encumbrance of discharged with funds advinced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.
A)	31. COLLECTION COSTS: If Lender bires are attorney to assist in obligating any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender expandable attorneys' fees and costs.
	32. PARTIAL RELEASE. Lend it has release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining profess the Property. Except as provided in paragraph 25, nothing frerein shall be deemed to obligate Lender to release any of its interest in the Property.
	33. MODIFICATION AND WAIVER. The nodification or waiver of any of Grantor's Obligations or Lander's rights under this Mortgage must be contained in a writing signed by Lender. Len's may perform any of Grantor's Obligations or delay or fall to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one necession shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, cor promises, exchanges, falls to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Confer, third party or the Property.
	34. BUCCESSORS AND ASSIGNS. This Mortgagy shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legators and devisees.
	38. NOTICES. Any notice or other communication to be provided under this Mortgage shall be it; writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties risky designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after our notice is sent and on any other such notice shall be deemed given when received by the person to whom such notice is being given.
i ik	36. SEVERABILITY. If any provision of this Mortgage violates the flw or is ununforceable, the rest of the Mortgage shall continue to be valid and enforceable.
'	37, APPLICABLE LAW. This Mortgage shall be governed by the laws of the State where the Property is located. Grantor consents to the jurisdiction
	and venue of any court located in such state. 38. MIBCELLANEOUS. Grantor and Lender agree that time is of the essence. Grantor walves presentment, demand for payment, notice of dishonor and protent except as required by law. All references to Grantor in this Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby walves any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents, spresent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.
٠, ٠	39. ADDITIONAL TERMS.
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	Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage.
	Dated: JUNE 30, 1994
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This instrument was prepared by: J.P. Wentling, 840 S. Oak Park Avenue, Oak Park, Illinois

After recording return to Lender.