THIS INDENTURE WITNESSETH: That the undersigned, THE BANK OF ILLINOIS IN NORMAL AS TRUSTEL UNDER TRUST AGREEMENT #134

hereinafter referred to as the Mortgagor, does hereby mortgage, warrant and grant a security interest to THE BANK OF ILLINOIS IN GALESBURG, a Corporation organized and existing under the laws of the State of Illinois, of 1380 N. Henderson, Galesburg Illinois, hereinafter referred as the Mortagagee, in the following real estate in COOK Illinois, to-wit:

THE SOUTH HALF OF LOT 4 AND ALL OF LOT 5 PARCEL 1: LAGESCHULTE'S SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 1921 AS DOCUMENT #7099314, INCLUDING THE BUILDING LOCATED THEREON.

LOT 6 AND LOT 7, EXCEPT THE SOUTH 35 FEET OF SAID LOT 7, IN GEORGE A. LAGESCHULTE'S SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 1921 AS DOCUMENT #7093314, IN COOK COUNTY, ILLINOIS.

01-01-202-003 4039

TOGETHER with all improvements, tonoments, reversions, remainders, options, easements, fixtures and appurtenances now or hereafter thereto belonging, and arl rents, issues and profits thereof (which are pledged primarily and on a parity with said real estate and not secondarily); all consists deposits, utility deposits and insurance premium rebates to which Mortagagor may be entitled or which Mortagagor may be holding; and all fixtures, apparatus, equipment and articles which relate to the use, occupancy, and enjoyr sent of the premises. All of the land, estate and properly hereinabove described, real, personal and mixed, whether now or herealth affixed or annexed or not and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be, for the purposes of this Mortgage, deemed to be real estate and conveyed and mortgaged hereby. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secu ed

TO HAVE AND TO HOLD the said premises, with said privilings, improvements, fixtures, appurtenances, apparatus and equipment, and all the rights and privileges thereunto belong ng, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagor does hereby release and waive.

- (b) THE EFFECTIVE INTEREST RATE TO BE CHARGED UNDER THE TERMS OF THE NOTE MAY BE ADJUSTED FROM TIME TO TIME HEREAFTER BASED UPON CHANGES IN THE RATE IN THE NOTE MEREBY SECURED. THE ADJUSTMENT IN THE INTEREST RATE MAY CAUSE NEGATIVE AMORTIZATION, RESULTING IN AN INCREASE IN THE PRINCIPAL BALANCE SECURED HEREUNDER.
- 2. Any advances made by the Mortgagee to the Mortgagor, or its successor in title, to any purpose, at any time before the release and cancellation of this Mortgage, including but not limited to, amounts advanced to protect the security or in accordance with covenants contained in the Mortgage. It is the intent hereof to secure payment of said Note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later ('ate, and to secure any other amount or amounts that may be added to the Mortgage Indebtedness under the terms of this Mortgage Contract.
- 3. The performance of all the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.
- 4. The payment of any other indebtedness or obligation of the Mortgagor or of any beneficiary of the Mortgagor to the Mortgagee, whether now existing or here after created.

MORTGAGOR HEREBY EXPRESSLY COVENANTS AND AGREES AS FOLLOWS:

1. MAINTENANCE, REPAIR AND RESTORATION OR IMPROVEMENTS, PAYMENT OF PRIOR LIENS, ETC. Mortgagor will: (a) promptly repair, restore or rebuild any buildings and other improvements now or hereafter on the premises which may become damaged or destroyed to substantially the same character as prior to such damage or destruction unless Mortagagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (b) keep the premises constantly in good condition and repair, without waste; (c) keep the premises free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereol (collectivily called"liens"); (d) immediately pay when due any indebtedness which may be secured by a lien or charge on the premises on a parity with or superior to the lien hereof (no such subsequent lien to be permitted hereunder) and upon request exhibit satisfactory evidence of the discharge of such lien to Mortgages; (e) complete within a reasonable time any building(s) or other improvement(s) now or at any time in the process of construction upon the premises; (f) comply with all federal, state and local requirements of law, regulations, ordinances, orders and judgments and all covenants, easements and restrictions of record with respect to the premises and the use thereof; (g) make no alterations in the premises without Mortgagee's prior written consent; (h) suffer or permit no change In the general nature of the occupancy of the premises without Mortgagee's prior written consent; (i) observe and comply with all conditions and requirements (If any) necessary to preserve and extend all rights, easements, licenses, permits (including, without limitation, zoning variations and any nonconforming uses and structures), privileges, franchises and concessions ap plicable to the premises or contracted for in connection with any present or future use of the premises; (j) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof and of the Note, or according to any other obligation secured hereby, (k) not make, suffer or permit any unlawful use of or any nuisance to exist on the premises nor to diminish or impair its value by any act or omission to act; (i) not allow any purchase on conditional sale, lease or agreement under which title is reserved in the vendor of any apparatus, fixtures or equipment placed in or upon any buildings or improvements on the premises; (m) allow Mortgagee access to the premises at reasonable times for the purpose of inspecting BOX 363-CTI the premises.

2 PAYMENT OF TAXES. Wittager with pay all generals to a before an arrivalty of interest attaches, and will pay special taxes, special assessments, water charges, sewer service charges, and all other charges against the premises of any nation whatsoever when due, and shall, upon written request, furnish to Mortgager duplicate receipts therefor within thirty (30) days following the date of payment. Mortgagor will pay in full "under protest" any tax or assessment which Mortgagor may desire to contest, in the manner provided by law.

3. PAYMENT OF INSURANCE.

A. Mortagor will keep all buildings and improvements now or hereafter situated on said premises insured as follows.

(i) Insurance against loss or damage by fire on a so-called "ALL RISKS" basis and such other risks as may be reasonably required by Mortgagee and as are customarily insured against in the area in which the premises are located, including but not limited to risks insured against under extended coverage policies with all risk and difference in condition endorsements, in each case in amounts at all times sufficient to prevent the Mortgager from becoming a computed under the terms of applicable policies and in any event, in amounts not less than the greater of (a) the principal balance emplaining outstanding from time to time on the Note, and (b) the replacement cost for the premises

(fi) Comprehensive general liability insurance against any and all claims (including all costs and expenses of defending the same) for bodily injury or death and for property damage occurring upon, in or about the preimises in such amounts which the Mortgagee shall from time to time reasonably require, having regard to the circumstances and usual practice at the time of prudent owners of comparable properties in the area in which the premises are located.

(iii) If applicable, builder's risk, workmen's compensation and employer's flability insurance in amounts specified by Mortgagee.

(iv) Such other inscrance as is customarily purchased in the area for similar types of businesses, in such amounts and against such insurance risks as from time to time may reasonably be required by the Mortgagee, including but not limited to those amounts required from contractors and subcontractors and coverage for (a) rent loss or business interruption insurance and (b) flood insurance.

B. All policies of insurance one furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgages with waiver of subrogation and technologies endorsements and standard non-contributory mortgages clause. Further, all policies shall include other standard mortgages clauses in favor of the Mortgages, including a provision requiring that coverage evidenced thereby shall an the terminated or, materially modified without thirty (30) days prior written notice to the Mortgages.

C. Any insurance purchased by Mortgage, relating to the premises, whether or not required under this Mortgage, shall be for the benefit of the Mortgagee and the Mortgager, as their interests may appear, and shall be subject to the provisions of this Mortgage. Mortgagor shall deliver all original rolic es, to Mortgagee and, in the case of insurance about to expire, shall deliver renewal policies not less than (30) days prior to their respective dates of expiration.

D. In case of the loss or damage by fire or other out alty. Mertgagee is authorized: (i) to settle and adjust any claim under insurance policies which insure against such risks, or into allow Mortgagor to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, Mortgagee is authorized to collect and receipt for any such insurance monies. Mortgagee is authorized to execute and deline; on behalf of Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required by the Mortgagee for such purposes. The proceeds shall be paid by insurer to Mortgagee which, at its sole and absolute discretion, may apply the same, or a part thereof, as a payment on account of the debt secured hereby, whether or not then due and parable, or shall apply the same, or a part thereof, toward the alteration, reconstruction, repair or restoration of the premises, either to the portion thereof which sustained the loss or any other portion thereof, without in any way affecting the lien of this instrument or the obligations of the Mortgagor or any other person for the payment of the indebtedness hereby secured.

E. The Mortgagor shall continue to pay the principal and interest on the Now-notwithstanding any damage, loss, or casualty.

4. DEPOSITS. In order to provide for the payment of taxes, assessments, insurance premiunts, and other annual charges upon the premises, if required by the Mortgagee, the undersigned promises to pay to the Mortgagee a promita portion of the current year taxes upon the disbursement of the loan and to pay monthly to the Mortgage, in addition to the above payments, a sum estimated to be equivalent to one-twelfth to such items, which payments may at the option of the Mortgagee. (a) be held by it and commingled with other such funds or its own funds for the payment of such items; (b) be carried in a savings account and withdrawn by it to pay such items; (c) be credited to the unpaid balance of said in lebtedness as received, provined that the Mortgagee advances upon this obligation sums sufficient to pay caid items as the same account and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, the undersigned (non-set to pay the difference upon demand. If such sums are held or carried in a savings account or escrow account, the same are not stop pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged without further inquiry. In the event of a default hereunder, the Mortgagee may, at its option but without being required so to do, apply any size meney on any of the Mortgagor's obligations contained herein or in the Note in such order and manner as the Mortgagee may elect.

5. WARRANTIES. Mortgagor is the owner of the premises free from all encumbrances, leases, adverse craims and security interests except Mortgagee's security interest granted hereunder and except as previously disclosed by Mortgagor to Mortgagee in writing. Mortgagor has not done or suffered anything to prejudice, frustrate or destroy Mortgagee's security interest and will defend the premises against all claims and demands. Nothing herein shall prohibit the Mortgagee from protecting its lien or the premises as it deems necessary in accordance with the terms of this Mortgagee, including paragraph 6 hereof.

6. MORTGAGEE'S PERFORMANCE OF DEFAULTED ACTS. If any of the covenants hereof are not performed by Mortgagor as herein provided, Mortgagee may, but need not, make any payment or perform any act hereinbefore of hereinafter required of Mortgagor in any form or manner and to any extent deemed expedient. Mortgagee may make full or partial payment of principal or interest on prior liens. On the failure of Mortgagor to pay taxes or assessments before the same become delinquent, or to pay any liens of mechanics or materialmen or any other iens, or to maintain incurance as above provided, then Mortgagee, at its option, may pay such taxes or special assessments or redeem the premises from any fax sale or purchase any fax title obtained (and Mortgagee, in making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office, without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax from or title of claim thereofic may pay or settle any suits or claims for liens of mechanics or materialmen or other liens which may be made against the premises, may cure any dafault of the Mortgagor or other landlord in any lease of the premises, or may produce and pay for such insurance. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees of external legal counsel and in-house staff and any other moneys advanced by Mortgagee to protect the real estate or the lien hereof, shall be so much additional indebtedness secured hereby and shall decome immediately due and payable without notice and with interest thereon at the rate of interest set forth in the Note applicable to a period when a default exists thereunder. Any advances made hereunder shall have the same priority as the original indebtedness and may be included in any decree foreclosing this Mortgage and be paid out of th

(vi) Mortgages shall have the option to reclare this Mortgage in default because of a material default of landlord in any fease of the premises, whether or not such default is cured by Mortgages pursuant to the rights granted herein. It is agreed that a default under any assignment of rents or leases executed pursuant to this Paragraph 7E, or otherwise, shall constitute a default hereunder, on account of which the whole of the indebtedness secured hereby shall at once, at the option of the Mortgages, become immediately due and payable, without notice to the Mortgagor.

8. DUE-ON-SALE CLAUSE. The balance of principal and interest then due under and by virtue of any and all Notes secured by the Mortgage of which this due-on-sale clause is a part, shall, at the election of the holder or holders of sald Note or Notes, become immediately due and payable, upon the occurrence (without prior written consent of the holder or holders of sald Note or Notes) of any one or more of the events hereinafter listed, each of which said events is considered to be an "event of sale," for purposes of this due-on-sale clause.

A. Said "events of sale" are as follows:

- 1. A transfer of the little to the premises, or any interest therein, either legal or equitable, to or by a person, persons or entity other than the original Mortgagor or Mortgagors;
 - ii. The execution of an agreement to sell the premises, or any interest therein;
- (iii.) The sale of a majority or controlling interest in an owner or Mortgagor which is a fand trust, corporation or other legal entity, in a single transaction or in a series or group of transactions, where title to the premises, or the effective beneficial use or control of the same is then held in said land trust, corporation or other legal entity;
- (iv.) The granting of a lease which contains, or is granted in conjunction with, and option to purchase the premises, or the exercise of any option of service granted;
- (v.) Any one or more eats which would, when consideration is given to all surrounding facts and circumstances by a reasonable person, be considered to constitute an effective transfer of beneficial use, ownership or control from the then owner or owners of the pre nipes, to a new person or persons;
- B. Each person or entity which succeeds to the ownership, control or beneficial use of the premises shall succeed to the same with notice of this due-on-car clause and shall be bound by its terms and conditions.
- C. To the extent that this due-on-size clause shall contradict the terms and conditions of the Mortgage of which it is a part, this clause shall be considered an amendment thereof, and shall prevail over the terms and conditions otherwise therein contained.
- g. DEFAULT PROVISIONS. The occurrence of any one or more of the following events of default shall constitute a default under this Mortgage:
- A. Fallure to make any payment due on the Note, or due pursuant to this Mortgage, or required by any other document for the loan; or
 - B. Failure to perform any covenant, term, warranty or or indition of the Note, Mortgage or any other document for the loan; or
- C. Failure to make any payment or failure to perform any covenant, term or condition of any obligation, including the instruments securing it, of Mortgagor or any guarantor to Mortgagos, whether now existing or hereafter created; or
- D. The death, dissolution, insolvency, bankruptcy, termination of existence or business failure, of the Mortgagor or any quarantor; or
- E. Termination of any guaranty obtained in connection with the Note and Mortgage or breach or default by any guarantor of any obligation or flability to Mortgagee; or
 - F. Mortagee shall deem itself insecure for any reason whatsoever; or
 - G. Commencement of proceedings to enforce any other lien or charge upon any of said premises; or
 - H. Mortgagor or any beneficiary thereof shall abandon the premises; or
- I. The sale or transfer of the premises or an assignment of the beneficial interest in the premises without the written consent of the Mortgagee; or
 - Commencement of proceedings to condemn all or a part of said premises; or
- K. Provision of any false or misleading statement in any application, document or financial statement furnished to Mortgages by Mortgagor or any guarantor.

Upon the occurrence of any event of default, the Mortgages is horeby authorized and empowered, at its ontion, and without affecting the tien hereby created or the priority of said tien or any right of the Mortgages hereunder, to declare without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgages, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgages to the Mortgages. Said Mortgages may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the premises enmasses without offering the several parts separately.

CROSS DEFAULT CLAUSE: Any default by Mortgagor in the performance or observance of any covenant, promise, condition or agreement hereof shall be deemed an event of default under each of the documents related to this loan indebtedness (Loan Documents) entitling Mortgagee to exercise all or any remedies available to Mortgagee under the terms of any or all Loan Documents. Conversely any default under any Loan Document shall be deemed a default hereunder, entitling the Mortgagee to exercise any or all remedies provided for herein. The terms of all Loan Documents are incorporated herein and made a part hereof by reference.

10. FORECLOSURE: EXPENSE OR LITIGATION. When the indebtedness or any part thereof shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof in any civil action to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the order or judgment for foreclosure and sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee Including, without limitation, expenditures for attorneys' fees, including those of external legal counsel and of in-house staff, appraiser's fees, outlays for documentary and expert evidence, stenograghers' charges, publication costs, and costs (which may be estimated as to thems to be expended after entry of said order or judgement) of procuring all such abstracts of title appraishes and examination, title insurance policies, and similar data and assurances with respect to the title as Mortgage may deem reasonably necessary either to prosecute such civil action or to evidence to bidders at any sale which may be had pursuant to such order or judgment the true condition of the title to, or the value of, the premises. All expenditures and expenses of the nature mentioned in this paragraph and such expenses and expenses as may be incurred in the protection of the premises and the maintenance of the lien of this Mortgage including the fees of external legal counsel and

7 ASSIGNMENT OF PEUL INCO. FIDE EAST CAL COPY
As additional security for the obligations secured by thus Mortgage, Mortgage Mortgage.

A As additional security for the obligations secured by this Mortgage, Mortgager and its benefits any at benefits are shereby." assign to the Mortgagne during the ferm of this Mortgage, any and all rents, sub-rents, recome and profits of and from the promises. Until the occurence of an ovent of default, Mortgagor may collect and use all such rents, sub-tents, income, and proits which become payable prior to default. Upon the occurrence of an event of default bereinder, Mortgagor's right to collect and use any of such proceeds shall coase, and Mortgager shall have the right, with or without taking possession of the premises, and either in person, by agent, or through a court appointed received to such for or otherwise collect all such tents. sub-rents, income and profits, including those past due and unpaid. Any sums so collected, after the deduction of all costs and expenses of operation and collection (regardless of the particular nature thereof and judgement), including reasonable attorneys' fees of external legal counsel and in-house staff, shall be applied first on inferest and then on the principal of the indebtedness hereby secured before or after any degree of foreclosure, and on the deficiency in the proceeds of safe, if any, whether there be a decree in personum therefore or not. Such right of collection and use of such proceeds by Modigagos shall apply both before and after the exercise of the foreclosure of this Mortgage and throughout any period of redemption. The rights granted under this paragraph shall in no way be dependent upon and shall apply without regard to whether all or a por tion of the premises is in danger of being fost, removed, or materially injured, or whether the premises or any other security is adequate to discharge the obligations secured by this Mortgage. Mortgagee's failure or discontinuance at Auy time to collect any of such proceeds shall not in any manner affect the right, power, and authority of Mertgages thereafter to collect the same. Neither any provision contained berein, nor the Mortgages's exercise of Mortgages's right to collect such proceeds, shall be, or be construid to be, an altimation by Mortgagee of any lishancy, lease, subfeare, cutton, or other interest in the premises, or an assumption of liability thereunder, or a subjectionation of the field or change of this Mortgage to, any tenancy. lease, subleave, option, or other interest in the Mortgagee. All tenants, lessees, sublessees and other persons which have any obligation to make any payment to Mortgagor in connection with the premises or any portion thereof are nereby authorized and directed to pay the rents, sub-rents, income, and profits payable by them with respirict to the Mortgagee on this demand of Mortgagee Mortgage, is receipt of such rents, sub-rents, income, and profits shall be a good and sufficient discharge of the obligation of the lendat, lessee, sublessee, or other person concerned to make the payment connected with the amount so received by the Mortgages.

B. In exercise of its rights upon Mortgagor's default. Mortgagee has the right to enter upon and take possession of manage, maintain, and operate still diremises or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect the rents, issues and profits, regardless of when extreed, and use such measures whether legal or equitable as it have deem proper to enforce collection thereot, employ agents or other employees, after or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insularice as may be deemed advisable, and in general, exercise all powers ordinarily incident to absolute ownership. Mortgagee may advance or borrow money necessary for any purpose herein stated and its security for which a lien is hereby created on the line mass and on the income therefrom which item is prior to the tien of any other indebtedness hereby secured. Out of the income generated from the premises, Mortgagee may retain reasonable compensation for itself, pay insurance premiums, taxes and compensation and expenses of every kind, including afformers, lees of external legal counsel and in-house staff incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, medad for the aforesaid purposes, first on the interest, and then on the principal of the indebtedness hereby secured, before or aller any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personum therefor or not. No suit shall be sustainable against Mortgagee's possession ceases.

C. If at any time during the term of this Mortgage, Mortgage receives or obtains a payment, installment, or sum which is less than the entire amount then due under the Note secured by this Mortgage and under all other instruments further evidencing or securing the obligations, then Mortgagee shall, except as provided otherwise in the Note and notwithstanding any instructions which may be given by Mortgagor, have the right to apray such payment, installment, or sum, or any part thereof, to such of the items or obligations then due from Mortgagor to Mortgagee as Mortgagee may in Mortgagee's sole discretion determine.

D. The entering upon and taking possession of the premises or any portion of the premises or the collection of rents, subrents, income, profits, proceeds of fire and other insurance policies, or comprises ion or awards for any taking or damaging of the premises, or the application or release thereof as aforesaid, shall not cure or wrive any event of dafault or notice of default hereunder, shall not invalidate any act done pursuant to such notice of default, and shall not operate to postpone or suspend the obligation to make, or have the effect of altering the size of any scheduled in stallments provided for in any of the obligations secured by this Mortgage.

E. (i) All present and future leases of the premises are hereby assigned to Mortgagee. All leases of the premises are subject to the approval of the Mortgagee as to form, content, and tenants. Mortgager shall not after into any lease, sublease or assignment thereof without the prior written approval of Mortgagee and following such approval shall not amend or modify the same without further written approval of Mortgagee.

Mile covenants, conditions and agreements contained in all leases of the premises, on the part of the flandford thereunder to be kept and performed; (ii) enforce or secure the performance of an of the covenants, consistent and agreements of such teases on the part of the femalis to be kept and performed, but Mortgagor shall not and Mortgagor. The elicitary which not modify, aniend, cancel, terminate or accept surrender of any lease without prior written consent of Mortgagor, the obligations, duties or habilities of the fandford or of any tenants thereunder, by transfer and assign or cause to be separately transferred and assigned to Mortgagee, upon written request of Mortgagee, any lease or feases of the premises necessioned to effectuate said assignment; (v) furnish Mortgagee, within ten (10) days after a request by Mortgagee so to do, a written statement containing the name of all tenants and the terms of all leases of the premises including the spaces occupied and the terms of all leases of the premises including the spaces occupied and the terms of all leases of the premises including the spaces occupied and the terms of all leases of the premises including the spaces occupied and the terms of all leases of the premises including the spaces occupied and the termant under any lease of the premises a certificate with respect to the status thereof

(iii) Nothing in this Mortgage or in any other documents relating to the Note secured hereby shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of the landlord under any of the leases assigned to Mortgagee or to pay any sum of money or damages therein provided to be paid by the landlord, each and all of which covenants and payments Mortgagor agrees to perform and pay or cause to be performed and paid.

(iv) At the option of the Mortgagee, this Mortgage shall become subject and subcromate, in whole or in part that not with respect to priority of entitlement to insurance proceeds or any award in eminent domain), to any one or more leases affecting any part of the premises, upon the execution by Mortgagee and recording or registration thereof, at any time hereafter in the office wherein this Mortgage was registered or filed for record, of a unitateral declaration to that effect.

(v) In the event of the enforcement by Mortgagee of any remedies provided for by law or by this Mortgage, the tenant order each lease of the premises shall, at the option of the Mortgagee, attorn to any person succeeding to the interest of landfard at a result of such enforcement and shall recognize such successor in interest as fandlord under such lease without charpe in the terms or other provisions thereof; provided, however, that said successor in interest shall not be bound by any payment or ent or additional rent for more than one month in advance or any amendment or modification to any lease made without the consent of Mortgagee or said successor in interest. Each tenant, upon request by said successor in interest, shall execute and deliver an instrument or instruments confirming such attornment.

accurity (and to make copies the set) and to a use such tools to the rudited by their equant, public accountants, selected by Mortgages, as often as may be responsibly requested.

- 18. WAIVER OF DEFENSE. No action for the enforcement of the lien of this Mortgage or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note.
- 19. SECURITY AGREEMENT. This Mortgage constitutes a security agreement as that term is used in the Illinois Commercial Code with respect to: (a) any and all sums at any time on deposit for the benefit of the Mortgagee pursuant to any of the provisions of this Mortgage or any of the loan documents; (b) any deposit account, certificate or other property of Mortgagor or any beneficiary of Mortgagor now or hereafter in the possession, custody or control on Mortgagee, which accounts are hereby pledged to further secure the indebtedness described herein; and (c) any part of the premises which may or might now or hereafter be or be deemed to be personal property or a fixture. All of Mortgagor's right, title and interest in the property is hereby assigned to the Mortgagee to secure the payment of the indebtedness hereby secured and the performance of all the Mortgagor's obligations and all of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the property as fully and to the sume extent as to any other property comprising the premises:
- 20. FILING AND RECORDING CHARGES AND TAXES. Mortgagor will pay all filing, registration, title insurance, recording, search and information fees, all expenses incident to the execution and acknowledgement of this Mortgage and all other documents securing the Note, and all federal, state, county and municipal taxes, other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery, filling, recording or registration of the Note, this Mortgage and all other documents securing the Note and all assignments thereof.
- 21. DISCLAIMER BY MORTGAGEE. Mortgagee shall not be liable to any party for services performed or obligagtions due in connection with this mortgage indebtedness. Mortgagee shall not be liable for any debts or claims accruing in favor of any party against Mortgage for against the premises. The Mortgagor is not and shall not be an agent of Mortgagee for any purposes, and Mortgagee is not a venture partner with Mortgagor in any manner whatsoever. Approvals granted by Mortgagee for any matters covered under this Mortgage shall be narrowly construed to cover only the parties and facts indentified in any written approval.

22. COMPLIANCE WITH FAWIRONMENTAL LAWS.

- A. Representations and Warranties Mortgagor hereby represents and any Beneficiary, by directing Mortgagor to execute this Mortgage, hereby represents and warrants to Mortgagee as follows:
- (i) The property is not "real property" as a stined by The Illinois Responsible Property Transfer Act of 1988 and does not contain one or more facilities which are subject to reporting under §312 of the Federal Emergency Planning and Community Right-to-Know Act of 1986, and Federal Regulations promulgated thereafter, nor does the property have underground storage tanks which require registration with the State Fire Marshall and the parties hereto waive the time period provided in said act for the making of this disclosure.
- (ii) The premises, its use and operation, is now and will remain in compliance with all applicable laws and regulations, including, without limitation, all Laws (as hereinalter defined);
- (iii) Mortgagor covenants and agrees that Mortgagor will manage and operate the premises, and will cause each tenant to operate its business on the premises in compliance with all federal, state and local laws, licenses, rules, regulations and ordinances regulating, without limitation, air pollution, water pollution, and the use, generation, storage, handling or disposal of hazardous or toxic substances or other materials, (including, wi hout limitation, raw materials, products, supplies or wastes). Mortgagor further covenants and agrees that Mortgagor shall not install or permit to be installed in the premises friable asbestos or any substance containing asbestos deemed hazardous ity fareral, state, or local laws, rules, regulations or orders respecting such material. Mortgagor shall send to Mortgagee, within live days of receipt or completion thereof, any report, citation, or other writing, including, without limitation, hazardous waste disposal manifests, by, to or from any governmental authority empowered to regulate any of the foregoing activities. Mortgajor shall remove from the premises and properly dispose of any such hazardous or toxic substances or other materials when any as required by applicable laws, rules, regulations and ordinances. If the Mortgagor shall fail to so remove or otherwise all to comply Mortgagee may, after notice to Mortgagor either declare this Mortgage to be in default or do whatever is necessary to eliminate said substance from the premises or otherwise comply with the applicable law, rule, regulation or order any tire costs thereof shall be additional indebtedness secured hereby and shall become immediately due and payable without rother and hereby specifically grants to Mortgagee a license to remove said substances.
- (iv) The premises is not now and will not be used as a sanitary landfill, dump site, industrial disposal area, storage site for Hazardous or Toxic Material or for any other similar use, on either a permanent or temporary basis and
- (v) There are no pending, or to the best knowledge of Mortgagor and any Beneficiary, threatened or anticipated suits, actions, proceedings or notices from any governmental or quasi-governmental agency with respect to the rremises, Mortgagor, Beneficiary or Laws.
- (vi) Mortgagor hereby indemnifies the Mortgagee and agrees to hold the Mortgagee harmless from and age not any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Mortgagee for, with respect to, or as a direct or indirect result of, the presence on or under, the escape, seepage, leakage, spillage, discharge, emission, or release from, the premises or the fee land of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, and so-called "Superfund" or "Superfien" law, or any other fereral, state or local statute, law, or dinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards on conduct concerning, any hazardous material).
- (vii) For purpose of this Mortgage, the term Hazardous or Toxic Material shall be defined to include: (i) asbestos or any materials composed of or containing asbestos in any form and of any type, or (ii) any hazardous, toxic or dangerous waste, substance, material, smoke, gas or particulate matter, as from time to time defined by or for purposes of the Comprehensive Environmental Response Compensation and Liability Act, and any law commonly referred to as of the date hereof as "Superfund" or "Superlien" or any successor to such taws, or any other federal, state or local environmental, health or safety statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards concerning or in connection with hazardous, toxic or dangerous waste, substance, material, smoke, gas or particulate matter, as now or at any time hereinafter in effect (collectively, the "Laws").

23. MISCELLANEOUS.

- A. Regardless of their form, all words shall be deemed singular or plural and shall have such gender as required by the text. If there is more than one Mortgagor of this Mortgage, the liability of the undersigned shall be joint and several;
- B. If any provision in this Mortgage is held by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such provision of this Mortgage to be illegal, invalid, unlawful, void, voidable, or unenforceable as written, then such provision shall be given full force and effect to the fullest possible extent that it is legal, valid and enforceable and the remainder of this Mortgage shall be

in house staff employed by to trajer in my lit gather or projecting affecting the worthage, the Note or the premises, in clading probate, appellate and backrupley proceedings, or in preparations for the commencement or detense of any action or proceeding or threatened action or proceeding, shall be emmediately due and payable by Mortgagor. With interest thereon at the rate set forth in the Note applicable to a period when a default exists thereunder, and shall be secured by this Mortgagor. Mortgage shall have the right, in its sole discretion, to appear in any such proceedings to defend, protect, foreclose, or uphold the lien of this Mortgage.

At all times, the Mortgagor shall appear in and defend any suit, action or proceeding that might in any way in the sole judgment of Mortgagee affect the value of the premises, the priority of this Mortgage or the rights and powers of Mortgagee hereunder or under any document given at any time to secure the indebtedness. Mortgages shall at all times, indennify hold harmless and reimburse Mortgagee on demand for any and all loss, damage, expense or cost, including cost of evidence of title and attorneys' fees of external legal counsel and in-house staff, ansing out of or incurred in connection with any such suit action or procreeding, and the sum of such expenditures shall be secured by this Mortgage, and shall beer interest after demand at the rate specified in the Note applicable to a period when an uncurred default exists thereunder, and such exterest shall be secured hereby and shall be due and payable on demand.

- 11 APPLICATION OF PROCEEDS OF FORECLOSURE SALE. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority, first, on account of all costs and expenses incident to the forecrosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, on account of all other items which may under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, on account of all principal and interest remaining unpaid on the Note; and fourth, on account of any excess to any party entitled thereto as their rights may appear.
- 12. APPOINTMENT OF RECEIVER OR MORTGAGEE IN POSSESSION. Upon, or at any time after, the commencement of an action to forecly, to his Mortgage, the court in which such action was commenced may, upon request of the Mortgagee, appoint a receiver of the premises either before of after foreclosure sale, without notice and without regard to the solvency or insolvency of Mortgager, et the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not. The Mortgagee or any holder of the Note may be appointed as such receiver or as morrogice in possession. Such receiver or the Mortgagee in possession shall have power to collect the rents, issues and profits of the premises during the pendence of such foreclosure action and, during the full statutory period of redemption (if any), whether there be redemption or not, as well as during any further times (if any) when Mortgagor, except for the intervention of such recriver, or mortgagee in possession, would be entitled to collect such rents, issues and profits, and all other powers which may be recessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver or Mortgagee in possession to apply the net income in its hands in payment in whole or in part of its the indebtedness secured hereby or by any order or judgment foreclosure, the lien of this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien her of or the lien of such order or judgment, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.
- 13. CONDEMNATION. Any award of damaries resulting from condemnation proceedings or the taking or injury of the premises for public use (all such awards to the total amount of the indebtedness secured by this Mortgage are hereby transferred and assigned to Mortgagee) shall be paid 10 Mortgagee and the proceeds or any part thereof may be applied by Mortgagee, at its option, after payment of all of its exprimes, including costs and attorneys' fees of external legal counsel and in-house staff, to the reduction of the indebtedness hereby secured Mortgagee is hereby authorized on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.
- 14. MORTGAGOR AND LIEN NOT RELEASED. From time to time Mortgagee may, at Mortgagee's option, without giving notice to or obtaining the consent of Mortgagor, its beneficiary, or Mortgagor's successors or assigns or the consent of any junior lien holder, guarantor or tenant, without liability on Mortgagor's part and notwithstanding Mortgagor's breach of any covenant, agreement or condition; (a) release any one primarily or secondarily liable on any of the indebtedness; (b) accept a renewal note or notes of the Note; (c) release from the lien of this Mortgage any part of the premises, (d) take or release other or additional security for the indebtedness; (e) consent to any map or plant? (the premises or Declaration of Condominium as to the premises (in whole or in part); (f) consent to the granting of any ease ment; (h) join in any extension or subordination agreement; (h) agree in writing with Mortgagor to modify the rate of interest or period of amortgation of the Note or change the time of payment or the amount of the installments payable thereunder; and (i) weive or fail to exercise any right, power or remedly granted by law or herein or in any other instrument given at any time to evidence as secure the payment of the indebtedness.

Any action taken by Mortgagee pursuant to the terms of this paragraph shall not impair or affect: (a) the obligation of Mortgagor's successors or assigns to pay any sums at any time secure, by this Mortgage and to observe all of the covenants, agreements and conditions herein contained; (b) the guaranty of any individual or legal entity for payment of the indebtedness; and (c) the lien or priority of the flen hereof against the premises.

15. RIGHTS CUMULATIVE. Each right, power and remedy conferred upon the Mortgagee by this Mortgage and by all other documents evidencing or securing the indebtedness and conferred by law and in equity is current if we and in addition to every other right, power and remedy, express or implied, given now or hereafter existing, at law and the quity; and each and every right, power and remedy herein or therein set forth or otherwise so existing may be exercised from an action as often and in such order as may be deemed expedient by the Mortgagee. The exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission of, or discontinuance by, the Mortgagee in the exercise of any right, power or remedy accurring hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquirescence therein.

Acceptance by Mortgagee of any sum in payment, or part payment, or any indebtedness secured hereby, after the same is due, before or after acceleration, shall not constitute a waiver of the right to require prompt payment when due, of all other sums so secured nor shall such acceptance cure or waive any remaining default or prejudice any of the rights of the Mortgagee under the Mortgage.

- 16. WAIVERS. To the extent permitted under applicable law
- A. Mortgagor hereby waives any and all rights of redemption which exist by statute or common law or under any order or decree of foreclosure of this Mortgage on the Mortgagor's own behalf and on behalf of each and every person, beneficiary or any other entity.
- B. Mortgagor hereby waives the benefit of all appraisement, valuation, stay, or extension laws now or hereafter in force and all right to have the property and estate comprising the premises marshalled upon any foreclosure of the lien hereof.
- C. Mortgagor hereby waives the benefit of any rights or benefits provided by the Homestead Exemption laws for the state of Illinois, now or hereafter in force and all right to retain possession of said premises after any default in or breach of any of the covenants, agreements or provisions contained in this Mortgage or the accompanying Note.
- 17. FURNISHING FINANCIAL STATEMENTS TO MORTGAGEE. Mortgagor shall furnish to Mortgagee, as soon as practicable after the end of each fiscal year and in any event within 90 days thereafter, financial statements of Mortgagor or its beneficiaries including without limitation balance sheets and statements of income and expense in forms satisfactory to Mortgagee. In addition, Mortgagee and its representatives shall have the right to inspect all books of account relating to the

countried as if such diagrate valid in toward, void, contains or understate provides was not contained therein, and the right, colligations and interest of the Mortgagor and the holder hereof under the remainder of this Mortgage shall continue in tall force and effect:

- C. This Mortgage shall be binding upon Mortgagor and its successors and assigns, and all persons claiming under or through Mortgagor or any such successor or assign, and shall inure to the benefit of and be enforceable by Mortgagee and its successors and assigns.
- D. Mortagor agrees to comply with the covenants and conditions of the Loan Agreement, if any, which is hereby incorporated by reference in and made a part of this instrument. All advances made by Mortgagee pursuant to Loan Agreement shall by indebtedness of Mortgagor secured by this instrument, and such advances may be obligatory as provided in the Loan Agreement. All sums disbursed by Mortgagee prior to completion of the improvements to protect the security of this instrument up to the principal amount of the Note shall be treated as disbursements pursuant to the Loan Agreement. All such sums shall bear interest from the date of disbursement at the rate stated in the Note, unless collection from Mortgagor of interest at such rate would be contrary to applicable law in which event such amounts shall bear interest at the highest rate which may be collected from Mortgagor under applicable law and shall be payable upon notice from Mortgagor to Mortgagoe requesting payment therefor.

From time to time as Mortgagee deems necessary to protect Mortgagee's interests. Mortgagor shall, upon request of Mortgagee, execute and deliver to Mortgagee, in such form as Mortgagee shall direct, assignments of any and all rights to claims which relate to the construction of the Property and which Mortgagor may have against any party supplying or who has supplied labor, materials or services in connection with construction of the Property. In case of breach by Borrower of the covenants and conditions of the Loan Agreement, Mortgagee, at Mortgagee's option, with or without entry upon the Property, (i) may invoke any of the rights or remedies provided in the Loan Agreement, (ii) may accelerate the sums secured by this instrument and invoke mose remedies provided herein, or (iii) may do both. If, after the commencement of amortization of this instrument and Mortgagor shall not assert any right of set-off, counterclaim or other claim or defense arising out of or in connection with the Loan Agreement against the obligations of the Note and this instrument.

E. This Mortgage shall be yo erned by, and Interpreted and construed in accordance with the laws of the State of Illinois.

F. FUTURE ADVANCES: Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidence by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtdness secured by this Mortgage, not including a lime advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note pins.

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"NANK" OF YUTERES. IN UNDER TRUST AGREEMEN	Mortgagor has executed this	Mortgage this	30th	day of	SEPTEMBE	R
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STATE OF ILLINOIS)		Í				1
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COUNTY OF MINN) **********************************	XY blic in and for said County in	the State aforesa	id, do hereby	certify that	Lowy M	aschhiff
personally known to me to be	the same person(s) whose naknowledged that (s)he (lhey) s	ame(s) is/are sub-	scribed to the	folugoing M	nortgage app gage as (his/f	eared before ler/their) free
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UNOFFICIAL COPY

Property of Cook County Clerk's Office

This Assignment, made and entered into at Galesburg, Illinois, this 30th day of September 1994 A.D., by The Book of Illinois in Mormal as Trustee Under Trust Agreement #134, Mortgagor, Bank of Illinois in College with a corporation organized under the laws of the State of Illinois, Mortgage.

Witnesseth:

That, WHEREKS, Mortgagor is indebted to Mortgagee in the sum of 644,918.79, evidenced by promissory note dated <u>September 30, 1994</u>, and secured by a mortgage of same date, duly recorded in the office of the Recorder of <u>Cook</u> County, State of <u>Illinois</u> covering real estate described as follows, to wit:

PARCEL 1

PARCEL 2
LOT 6 AND LOT 7, EXCEPT THE SOUTH 35 FEET OF SAID LOT 7, IN GEORGE A. LAGESCHULTE'S SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCE 3, 1921 AS DOCUMENT #7099314, IN COOK COUNTY, ILLINOIS

AND, WHEREAS, Mortgagor desires to further secure and said obligation.

NOW, THEREFORE, in consideration of One Dollar and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, the said Mortgagor hereby assigns, sets over and transfers to Fair Bank of Illinois in Galesburg all the rents, lesses, profits, income and possession of said above described real estate, whether now due or to become due from any tenant who may wow be in possession of the property, or any new tenants who may occupy the property during the term of said mortgage or any extension thereof, said assignment to become effective immediately without any notice to Mortgagor in the event of default of any of the terms or obligations under said mortgage or extension thereof; and in the event of any default, the said Mortgagee is hereby authorized to immediately enter into possession of the said property and to rent the same and to collect all rents and profits, and pay reasonable expense of upkeep, including taxes, assessments and fire, lightning, and extended coverage insurance from said rints and to apply any balance remaining upon any amounts due under said mortgage without any remoonsibility to Mortgagor therefore, other than for reasonable care and for the application of any net balance remaining after payment of charges and expenses including a fee of ten por cent (10%) of the gross amount of said rents, to be charged by Mortgagee for the handling of spid property.

This assignment of rents and right of possession is to be effective whether said property shall be rented or shall be occupied by Moragagor or assigns at the time the said assignment shall be declared effective by Mortgagee, and if Mortgagor or assigns shall be then occupying said premises Mortgagor agrees to immediately vacate the same or pay to Mortgagee a reasonable rental thereof.

In the event of any default and subsequent foreclosure of said mortgage, this agreement and assignment of rents shall continue in full force and effect throughout the term of said foreclosure and for the entire period of redemption and any rants and profits collected during said foreclosure and the period of redemption shall be applied, less said reasonable charges, to the amount due Mortgagee.

This agreement shall bind the successors, heirs, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF the mortgagor(s) execute and deliver this Assignment this date.

Bank of Illinois An Normal as Trustee under Trust Agreement #134.

STATE OF ILLINOIS MCHENRY COUNTY 88.

OFFICIAL SEAL
CONNIES SCHMIDT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: C6/07/98

On this 30th						
undersigned, a Note	ry Public in	and for <u>Ego</u>	County, 5	tate of	Illinoi	E,
herequarry abbearer	·					
to me known to be	the identica	al person(s)	named and	who exe	cuted t	the
foregoing instrumen						
and acknowledge th	at	executed	l the same	3.6		
voluntary act and c	leed.					

witness my official signature and seal of office at ______, the day and year last above written.

Notary Public

UNOFFICIAL COPY

Property of Coot County Clert's Office