# UNOFFICIÂL®

This Mortgage is given by Nassiruddin Hemani and Hussain Ali of the State \_ County(ies) (individually and collectively "Mortgagor"), to secure the payment of all current and future liabilities and obligations owed by Mortgagor to ITT Commercial Finance Corp. 8251 Maryland Ave., Clayton, MO 63105 ("Mortgagee") under the terms of Guaranties dated October 7, 1994 ("Guaranty") given by Mortgagor to Mortgagee guaranteeing the payment and performance of current and future liabilities and obligations owed by MicroAcess, Inc.; Hemani Corp.; and Micro Express, Inc. (individually and collectively, "Dealer") to Mortgagee under the certain Agreements for Wholesale Financing executed by Dealer on March 5, 1992; March 4, 1992; and Soptember 14, 1994 (individually and collectively "Agreement"). Mortgagors liabilities and obligations to Mortgagee shall include any present and future advances and any present or future demands of any kind or nature which Mortgagee or irs successors or assigns may have against the Mortgagor, whether created directly on acquired by assignment, whether absolute or contingent, whether due or not or whether existing at the time of the execution of this instrument or arising thereafter. Mortgagor mortgages, grants, bargains and sells to said Mortgagee the following described real estate, situated in Cook County, Illinois:

> LOTS TWENTY ONE (21) AND THIRTY TWO (32) IN LINCOLN AVENUE HIGHLAND "L" SUBDIVISION OF PART OF THE SOUTH QUARTER OF THE EAST HALF OF THE NORTHWEST ONE-QUARTER (1//1 OF SECTION TWENTY-ONE (21), TOWNSHIP FORTY-ONE (41) NORTH, RANGE THIRTEEN (13), EXCEPT THAT PART OF LOT 32 DEEDED TO THE DEPARTMENT OF TRANSPORTATION OF STATE OF ILLINOIS BY DEED RECORDED AS DOCUMENT 9/11/3031 EAST OF THE THIRD PRINCIPAL Brownty address: 5340 Lincoln Chao MERIDIAN IN COOK COUNTY, ILLINOIS.

SKapil II 10-21-127-023 4 10-21-127-024 including all buildings and improvements thereon (or that may hereafter be erected thereon); together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder and remainders rents, issues, and profits thereof, and all plumbing, heating and lighting lighting and equipment o now or hereafter attached to or used in connection with said premises ("Property"). B

The Mortgagor covenants with the Mortgagee that he is lawfully seized in fee simple of the Property; that same has lawful authority to sell and convey the same to the Mortgagee, and that the Mortgagor, and his heirs and assigns, executors and administrators shall and will warrant and defend the same to the Mortgagee and his heirs and assigns forever against the claims and demands of all persons except as herein set forth.

The Mortgagor covenants and agrees with the Mortgagee as follows:

- Mortgagor will pay the indebtedness secured by this Mortgage as required hereunder and under the terms of the Guaranty.
- 2. Mortgagor will pay all taxes, assessments and other charges when imposed upon the Property. If Mortgagor fails to pay any such taxes, assessments or other charges, Mortgagee may at any time in its sole discretion pay all or a portion of such amounts, and the amount of any such payment will be immediately due and payable to Mortgagee from Mortgagor and become an additional debt owed by Mortgagor to Mortgagee secured by this Mortgage.

9

- 3. Nothing will be done on ar in connection with the Property which impairs any of Marty goe's seculity program. Marty ager will not commit or allow any waste, impairment or deterioration of any of the Property. Mortgagor will continuously maintain the Property in good order and repair at Mortgagor's expense. Mortgagee can make any repairs it deems necessary to protect the Property and the cost of such repairs will be immediately due and payable to Mortgagee from Mortgagor and become an additional debt owed by Mortgagor to Mortgagee that is secured by this Mortgage.
- 4. Mortgagor will keep the Property Insured against loss by fire and other hazards and casualties, in such amounts and for such periods as may be required by Mortgagee. Mortgagor will pay all premiums when due. If Mortgagor fails to keep the Property insured, Mortgagee may, in its sole discretion, insure the Property and the cost of such insurance will be immediately due and payable to Mortgagee from Mortgagor and become an additional debt owed by Mortgagor to Mortgagee secured by this Mortgage. All insurers of the Property must be acceptable to Mortgagee, in its sole discretion. All insurance policies will contain a loss payable clause in favor of and in form acceptable to Mortgagee. In event of loss to the Property, Mortagor will immediately notify Mortgagee, who may file a claim under the insurance policy in Mortgagor's name, if such a claim is not promptly filed by Mortgagor. Each insurer is authorized and directed to make payment for any such loss directly to Mortgagee, instead of Mortgagor and Mortgagee, jointly. If any sum becomes payable under any insurance policy, Mortgagee may, in its sold discretion, apply such sum to the indebtedness secured by this Mortgage, or permit Mortgagor to otherwise use such sum without impairing the lien of this Mortgage. In the event of foreclosure action or other title transfer of the Property, all of Mortgagor's right, title and interest in and to any insurance policies then in effect will pass to the purchaser or grantee of the Property.
- 5. Mortgagor is not aware of any Mazardous Substances (as defined below) installed, stored, disposed of or otherwise located on or in the Property. Mortgagor will not allow any Hazardous Substance to be brought onto, installed, used, stored, treated, disposed of or transported over the Property without Mortgagee's prior written consent.
- 6. All activities on, and conditions of the Property are currently in compliance with all applicable laws. Mortgagor covenants and agrees that all activities on, and conditions of, the Property will at all times comply with all applicable laws.
- 7. Five days after receipt or completion of any report, citation or other written or oral communication concerning the Property from ary government agency empowered to enforce, investigate or oversee compliance with any applicable law, Mortgagor will notify Mortgagee in writing of the extents of such communication and will provide Mortgagee with a copy thereof.
- 8. Notwithstanding any other provision of this Mortgage, upon discovery of any Hazardous Substance on or in the Property, Mortgagor will immediately notify Mortgagee thereof. Mortgagor will immediately take all actions necessary to (i) comply with laws requiring notification of government agencies concerning such Hazardous Substance, (ii) remedy or correct the condition from the Property and (iii) remove all such Hazardous Substances from the Property. Mortgagor will handle and dispose of all such substances in accordance with all applicable laws. Mortgagor will take all actions necessary to obtain reimbursement or compensation from persons responsible for the presence of any Hazardous Substance on or in the Property. Mortgagee will be subrogated to Mortgagor's rights in all such claims.

- 9. Mortgagor indumil es mortgage Aill difend Ma tgages with counsel acceptable to Mortgagee and holds Mortgagee harmless from and against all claims, legal and administrative proceedings, judgments, damages, punitive domages, ponalties, fines, costs, expenses, limbilities, interest, losses, attorneys' fees, consultant fees and expert fees that directly or indirectly arise from or in any way relate to (I) the presence, suspected presence, release or suspected release of any Hazardous Substance, whether into the air, soil, surface water and/or groundwater, at the Property, (II) any other violation of any applicable law, whether by negligent or intentional activities of Mortgagor or any third party and (III) any breach of any of Mortgagor's representations, warranties or covenants contained herein. The indemnification described above specifically includes, but is not limited to, the direct obligation of Mortgagor to immediately perform all remedial and other activities required, ordered or recommended by any administrative agency, government official or third party, or which are otherwise necessary to avoid injury or liability to any person or property, or to prevent the spread of any pollution or Hazardous Substance.
- 10. Mortgree has an irrevocable license to enter and inspect the condition of the Property at any time in its sole discretion and by itself or by its representative to inspect, test, conduct an environmental audit or otherwise investigat; the Property in order to determine compliance with the representations, warranties and covenants contained herein.
- 11. Nothing contained in this Mortgage will obligate Mortgagee to take any action with respect to the Property or to take any action against any person with respect to any substances, condition or activity on or in the Property.
- 12. The term "Hazardous Substanc," as used herein will mean any substance which is at any time listed as 'hazardous", "toxic" or "carcinogenic" in any applicable law, or regulation implementing such applicable law, including, but not limited to, the following as amended from time to time Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Sections 9601 et seq.; the Pesource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Sections 6901 et sig.; and the Atomic Energy Act of 1954 as amended, 42 U.S.C. Sections 3011, et sig.
- 13. If the Property is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, Mortgagor will immediately pay the unpaid balance, and Mortgagee will be entitled to a deficiency judgment in the amount of such unpaid balance.
- 14. If Mortgagor defaults in the payment of any portion of any indebtedness secured hereby, if Mortgagor breaches any warranty, representation or covenant contained herein or in the Guaranty, the entire indebtedness secured hereby (inclusive of principal, interest, charges, taxes, assessments, expenditures for repairs or maintenance, insurance premiums, together with all other sums payable pursuant to the provisions hereof) will become immediately due and payable in full, in the sole discretion of Mortgagee, and Mortgagee may proceed to enforce the provisions of this Mortgage either by foreclosure, sale or suit at law or in equity, as Mortgagee may elect, in in its sole discretion, in accordance with the laws of the State of Illinois. Mortgagee's failure to exercise any of such rights will not constitute a waiver of Mortgagee's right to exercise any or all of them later. Any proceeds received by Mortgagee from the sale of the Property will first be applied to the costs and expenses incurred by Mortgagee with respect

to any foreclosure and sale (including, without limitation, attorneys' fees) and second to an more seapended dradvanced by lottages by unant to the provisions of this Mortgage, and third to the payment of the lalance due under the Guaranty, including, without limitation, all principal, interest, charges, costs and expenses. The surplus, if any, will be promptly paid by Mortgagee to Mortgager upon receipt of Mortgagor's demand therefore. Mortgagee's failure to exercise any rights or remedies under this Mortgage upon default will not waive any rights or remedies of Mortgagee to any past, current or future default.

- If Mortgagor breaches any of the terms of this Mortgage, which gives rise to the right of foreclosure or any other remedies provided under the laws of the State of Illinois, Mortgagee will immediately, in its sole discretion and election, be entitled to exclusive possession, use and enjoyment of the Property, and to all rents, issues and profits thereof. Such right will continue during the pendency of any foreclosure proceedings and any period of redemption, and such possession, rents, issues, and profits will be delivered to Mortgagee immediately upon its request, and on refusal, the delivery of such possession, rents, issues and profits may be enforced by Mortgagee by any appropriate civil suit or proceeding, including, without limitation, an action in ejectment, forcible entry or unlawful detainer. Mortgagee will be entitled to a Receiver for said Property and all rents, issues and profits thereof, after any such breach throughout the time covered by any foreclosure proceedings and the period of redemption, if any, regardless of Mortgagor's solvency or insolvency or the then owner of the Property, and without regard to the value of the Property or the sufficiency thereof to discharge the debt secured herely or the foreclosure costs, fees or expense. Any such Receiver may be appointed by any court of competent jurisdiction upon ex parte application without notice (notice being hereby expressly waived and the appointment of any such Receiver on any such application without notice being hereby consented to  $r_{x}$  Mortgagor), and all rents, issues, and profits, income and revenue of the Froperty will be applied by such Receiver according to law and the orders and directions of the court.
- 16. The terms, warranties, representations, covenants and conditions contained herein are binding on Mortgagor and its representatives, successors and assigns, inure to the benefit of Mortgagee and its respective successors, substitutes and assigns and constitute covenants running with the land. All references in this Mortgage to Mortgager or Mortgagee include all representatives, successors, substitutes and assigns of such parties, and wherever used, the singular term includes the plural and the plural term includes the singular.
- 17. Any conveyance or transfer of title, or the possession of the Property, by Mortgagor without the prior critten consent of Mortgagee (other than by the leasing from time to time of individual areas within the Property in Mortgagor's ordinary and usual course of Buriness), will constitute a default by Mortgagor hereunder, and Mortgagee vill have the full power, right and authority, at any time in its sole discretion, to declare the total outstanding indebtedness secured hereby to be immediately due and payable in full and exercise any and all rights and remedies provided herein and under the Guaranty. Any deed or other conveyance, option to purchase or a lease with an option to purchase the Property or any part thereof, will constitute a conveyance and transfer of title to or possession of the Property. The recordation of any deed, option or lease with option to purchase, will not constitute notice to Mortgagee, but the rights of Mortgagee Fereunder will arise upon its discovery or actual knowledge of such conveyance. Mortgagee's accoptance of any payments made by any new owner will not constitute a waiver

or its failure to exercise any of its rights at any time, will not be construed as a waiver belook with respect to any subalquest lower.

- 18. As additional collateral to secure the payment and performance of all Mortgagor's current and future liabilities and obligations owed to you hereunder and under the Guaranty, Mortgagor assigns to Mortgagee, all of Mortgagor's interest, as lessor, in and to all leases of the Property or any part thereof, heretofore or hereafter made and entered into by Mortgagor during the term of this Mortgage or any extension or renewal hereof, as well as all improvements, buildings and structures now or at anytime hereafter erected or situated on the Property, and Mortgagor further grants Mortgagee a security interest in and to all rents, issues and profits thereof (which are pledged primarily and on a parity with the Property and not secondarily).
- 19. If any provision of this Mortgage or its application is invalid or unenforceable, the remainder of this Mortgage will not be impaired or affected and will remain binding and enforceable.
- 20. MONIGAGOR HERBEY WAIVES ANY RIGHTS IT MAY HAVE WITH RESPECT TO THE PROPERTY, PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS, INCLUDING WITHOUT LIMITATION, ALL HOMSTEAD RIGHTS AND EXEMPTIONS.

ο£	IN WITNESS WHERFUL, Mortgagor h	nas execu	ted this	Mortgage	this	13	day
	(AZ Om.			mi/			
	Nassiruddin Hemani (Mortgagor)	Hu	ssain <b>A</b> l	i (Mortga	gor>		

ACKNOWLEDGMENT

State of ILLINOIS ) ss.
County of Oook )

I, R. J. WIRY , do hereby certify that Nasziruddin Hemani personally known to me to be the same person whose name is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he (she or they) signed and delivered the said instrument as his (her or their) free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this  $\frac{1}{3}$  day of  $\frac{1}{2}$ ,  $\frac{1}{3}$ .

(SEAL)

(Signature of Officer)

My Commission expires:

2-14.96

"OFFICIAL SEAL"
RICHARD J. WITRY
Notary Public, State of Illinois
My Commission Expires 2/23/96

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<u>ACKNOWLEDGMENT</u>

State of ILLINOIS ) ss.					
County of TZL )					
I, R. T. Correy do hereby certify that Hussain All personally known to me to be the same person whose name is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he (she or they) signed and delivered the said instrument as his (her or their) free and voluntary act, for the uses and purposes therein set forth.  Given under my hand and official seal, this 13 day of Ocr., 1991.					
	- Land				
(SEAL)	(signature of officer)				
Robert G. Maurer	"OFFICIAL SEAL" RICHARD J. WITRY Notary Public, State of Illinois My Commission Expires 2/23/96				
ITT Commercial Finance Corp. 8251 Maryland Avenue Clayton, MO 63105					
7:41052	County Clarks				
	C/O/A/S O/S/CO				

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