TIGOR/TITLE INSURANCE

94395719

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

94395719

STANDARD FORM COMMERCIAL MORTGAGE

THIS MORTGAGE is made this ______ day of April, 1994, by and between Diane E. Messina, divorced and not since remarried, (hereinafter referred to as "Mortgagor") and American National Bank and Trust Company of Chicago, a National Banking Association (hereinafter referred to as "Mortgagee").

WITNESSETH

WHEMERS, to secure the Gustanty of Mortgagor for the indebtedness in the amount of (NE MILLION TWO HUNDRED THIRTY THOUSAND AND 00/100 DOLLARS (\$1,230,000.00), to be paid with interest thereon evidenced by two Motes of even date hardwith; one a Promissory Note (Secured) in the amount of \$1,000,000.00, and the second an Installment Hote (Secured) in the amount of \$230,000.00, between National Data Services of Chicago, Inc., an Illinois Corporation ("Borrower") and American National Bank and Trust Company of Chicago, and any aradments, andifications, extensions, renewals, or replacements thereof (herein referred to as the "Note"), the Mortgagor hereby mortgages, conveys, transfers and grants unto Mortgagoe, its successors and assigns forever, Real Euckes, and all improvements thereon, situated in the County of Cook, State of Illinois, (hereinafter referred to as the "Mortgaged Property" or "Premises") legally described in Exhibit "A" attached hereto and by this reference made a part hereof.

TOGETHER, with all buildings and improvements now or hereafter thereto belonging upon the Mortgaged Property or any part thereof and all fixtures now or hereafter installed including, but no: limited to, all lighting, cooling, ventilating, air conditioning, plumbing, sprinklers, communications, electrical systems and the equipment pertaining thereto together with the rents, issues, profits and leases of the lortgaged Property.

TO HAVE AND HOLD the premises unto said Arrtgagee, its successors and assigns, forever, for the purpose and uses set forth herein.

I. MORTGAGOR COVENANTS

Mortgagor represents to and covenants with Mortgager that Mortgagor holds fee simple title to the Mortgaged Property, free and clear of any and all liens and encumbrances and Mortgagor has the power and all hority to mortgage the Mortgaged Property.

The Mortgagor shall maintain or cause to be maintained the Purtgaged Property in good repair, working order, and condition and make or seven to be made, when necessary, all repairs, renewals, and replacements, structural, non-structural, exterior, interior, ordinary and extraordinary. The furtgagor shall refrain from and shall not permit the commission of waste in or about the Mortgaged Property and shall not remove, demolish, alter, change or add to the structural character of any improvement at any time erected on the Mortgaged Property without the prior written consent of the Mortgagee, except as hereinafter otherwise provided. Mortgagor covenants and agrees that in the ownership, operation and management of the Premises Mortgagor will observe and comply with all applicable federal, state and local statutes, ordinances, regulations, orders and restrictions. If this Mortgage is on a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. Mortgages shall have the right at any time, and from time to time, to enter the Premises for the purpose of inspecting the same.

Barg

Poperty of Coot County Clert's Office

II. INSURANCE

Mortgagor shall at all times keep the Mortgaged Property, including all buildings, improvements, fixtures and articles or personal property now or hereafter situated on the Premises insured against loss or damage by fire and such other hazards as may reasonably be required by Mortgagee, including without limitation: (a) all-risk fire and extended coverage insurance, with vandalism and malicious mischief endorsements, for the full replacement value of the Premises; in an agreed amount, with inflation guard endormement; (b) if there are tenants under leases at the Premises, rent or business loss insurance for the same perils described in (a) above payable at the rate per month and for the period specified from time to time by Mortgages; (c) boiler and sprinkler damage insurance in an amount reasonably satisfactory to Mortgages, if and so long as the Premises shall contain a boiler and sprinkler system, respectively; (d) if the Premises are located in a flood hazard district, fixed insurance whenever in the opinion of the Mortgages such protection is necessary and available; and (e) such other insurance as Mortgages may from time to time reasonably require. Mortgagor also shall at all times maintain comprehensive public liability, property damage and workmen's compensation insurance covering the Premises and any employees thereof, with such limits for personal injury, death and property damage as Mortgagee may reasonably require. All policies of insurance to be furnished hereunder shall be in forms, companies, amounts and deductibles reasonably satisfactory to Mortgage with mortgage clauses attached to all policies in favor of and in form satisfactory to Mortgages, including a provision requiring the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) (a) prior written notice to Mortgages. Mortgagor shall deliver all policies, including additional and renewal policies, to Mortgagee, and, in the case of insurance about to expire, shall deliver renewal policies not less than thirty (30) days prior to their respective dates of expiration.

Mortgagor shall not take out separate insurance concurrent in form of contributing in the event of loss with that required to be maintained hereunder unless Mortgages is included thereon under a standard mortgage clause acceptable to Mortgages. Mortgagor immediately shall notify Mortgages whenever any such separate insurance is taken out and promptly shall deliver to Mortgages the policy or policies of such insurance.

In the event of loss Mortgagor will give immediate notice by mail to Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, shall be applied by Mortgagee to the restoration or repair of the property damaged. In the event of foreclosure of this Mortgage, all right, titls and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale. Mortgagor shall furnish Mortgagee, without cost to Mortgagee, at the request of Mortgagee, from time to time, evidence of the replacement value of the Premises.

If the Mortgagor fails to keep the Mortgaged Property insured in accordance with the requirements of the Loan Documents, the Mortgages shall have the right, at its option, to provide for such insurance and pay the premiums thereof, and any amounts paid thereon by the Mortgages shall bear interest at the Default Rate (as herein defined) from the date of payment.

III. PAYMENT OF TAXES AND ASSESSMENTS

Mortgagor shall pay before any penalty or interest attaches all general taxes, special taxes, special assessments, water charges, sewer service charges, and all other liens or charges levied or assessed against the

Property of Cook County Clerk's Office

Premises of any nature whatsoever when due, and shall furnish to Mortgages duplicate receipts of payment therefor. If any special assessment is permitted by applicable law to be paid in installments, Mortgagor shall have the right to pay such assessment in installments, so long as all such installments are paid prior to the due date thereof. With respect to any tax or assessment which Mortgagor may desire to contest, Mortgagor shall pay such tax or assessment in full under protest in order to prevent a default under this Mortgage on account thereof.

IV. FUNDS FOR TAXES AND INSURANCE

If required by Mortgages, Mortgagor shall pay to Mortgages, at the times provided in said Note for payment of installments of principal and interest, and in addition thereto, installments of taxes and assessments to be levied upon the dramines, and installments of the premiums that will become due and payable to renow the insurance hereinabove provided; said installments to be substantially equal and to be in such amount as will assure to Mortgages that not less than thirty (30) days before the time when such taxes and premium respectively become due, Hortgagor will have paid to Mortgagos a sufficient amount to pay such taxes and premiums in full. Said amounts paid to Mortgages hereunder need not by segregated or kept in a separate fund and no interest shall accrue or be physble thereon. Said amounts shall be held by Mortgages as additional security for the indebtedness secured hereby. Said amount shall be applied to the payment of said taxes, assessments and insurance premiums when the same become due and payable; provided, however, that Mortgages shall have no liability for any failure to so apply said amounts for any reason whatsoever. Nothing herein contained shall in any manner limit the obligation of Mortgagor to pay taxes and to maintain insurance as above provided. In the event of any default by Hortgagor, Hortgages may, at its option but without any obligation on its part so to do, anoly said amount upon said taxes, assussments and insurance premiums, and/or toward the payment of any amounts payable by Mortgagor to Mortgagos under the Mortgago and/or toward the payment of the indebtedness secured hereby or any portion thereof, whether or not then due or payable. Mortgages shall not require payments hereunder so long as Mortgagor makes timely payment of taxes and lieurance and provides Mortgages with evidence of same.

V. PROTECTION OF LENDER'S SECURITY

If default be made in the payment of any of the aforesaid taxes or assessments or in making repairs or replacements or in procuring and maintaining insurance and paying the premiums therefore, or in keeping or performing any other covenant of Mortgagor herein, Mortgage; may, at its option and without any obligation on its part so to do, pay said taxes and assessments, make such repairs and replacements, effect such insurance, pay such premiums, and perform any other covenant of Mortgagor herein. All amounts expended by Mortgages hereunder shall be secured hereby and shall be due and payable by Mortgagor to Mortgages forthwith on demand with interest thereon at the rate applicable under the Note from the date of such expenditure.

VI. REIMBURSEMENT FOR MORTGAGEE LEGAL EXPENSE

In the event that Mortgagee is made a party to any suit or proceedings by reason of the interest of Mortgagee in the Premises, Mortgagor shall reimburse Mortgagee for all costs and expenses, including attorney's fees, incurred by Mortgagee in connection therewith, whether or not said proceeding or suit ever goes to trial. All amounts incurred by Mortgagee hereunder shall be secured hereby and shall be due and payable by Mortgagor to Mortgagee forthwith on demand with interest thereon at the rate applicable under the Note from the date of such expenditure.

Property of County Clerk's Office

VII. FINANCIAL STATEMENTS

Throughout the term of the Mortgage, Mortgagor shall cause to be furnished to Mortgages, within ninety (90) days after the close of each fiscal year of Mortgagor balance sheets and statements of profit and loss and supporting schedules, in such form as requested by Mortgages, for the Mortgaged Property for such fiscal year of Mortgagor, certified by a certified public accountant acceptable to Mortgages. In addition, Mortgagor shall cause to be furnished to Mortgages such additional financial information concerning the Mortgagor as the Mortgages may reasonably request from time to time, the reasonably free access to the Mortgaged Property and to inspect all work done and materials furnished in connection with the Mortgaged Property, and to inspect all books, records and contracts of the Mortgagor relating to the Mortgaged Property.

VIII. CONDEMNATION

If all ar any part of the Mortgaged Property is damaged, taken or acquired, eit/or temporarily or permanently, in any condemnation proceeding, or by exercise (1) the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid indebtedness secured by this instrument, is hereby assigned to Mortgages, who is empowered to collect and receive the same and to cive proper receipts therefor in the name of Mortgagor and the same shall be paid forthwith to Mortgages, who shall release any such award or monies so received or apply the same in whole or in part, after the payment of all expenses, including reasonable costs and attorney's fees, to the restoration or repair of the property damaged, if the property can be restored or repaired to constitute a complete architectural unit. In the event the said property cannot be restored or repaired to constitute a complete architectural unit, then such award or monies received after the payment of expenses of Mortgagee as aforesaid shall be applied on account of the unpaid principal balance of the Note, irrespective of whether such principal balance is then due and payable Furthermore, in the event such award or monies so received shall exceed the cost of restoration or repair of the property and expenses of Mortgagee as aforgatio, then such excess monies shall be applied on account of the unpaid principal balance of the Note, irrespective of whether such principal balance is known due and payable.

IX. EVENTS OF DEFAULT

Each of the following shall constitute an "Event of Default" for purpose of this Hortgage:

- (A) Failure to make prompt payment, when due, of any payment of principal or interest under the Notes.
- (B) Failure to promptly perform or observe any other covenint, promise, term or agreement contained in the Mortgage, Note Assignment or parts of any other Loan Document executed in connection with this loan transaction.
- (C) Any sale, agreement, transfer, lease, agreement to transfer, grant of security interest, mortgage, or other encumbrance or alienation of any interest in the Mortgaged Property without the prior written consent of Mortgagee.
- (D) Failure to make prompt payment, when due, of any payment of principal or interest under any agreement, loan documents, notes or instrument now or hereafter delivered to Mortgagee.

Property of Coot County Clert's Office

- The commencement of any petition in Bankruptcy, whather voluntary (E) or involuntary by or against Mortgagor or if Mortgagor is adjudicated bankrupt or insolvent or files any patition or answer seeking restoration, assignment, composition, liquidation or similar relief under the present or any future Federal or state law or seeks or covenants to acquiesces in the appointment of any trustee, receiver, or similar officer of the Hortgagor, regarding the Mortgaged Property.
- Any material adverse change in the financial condition of the (F) Mortgagor or any Guarantor of this Mortgage or the Note.

X. LENDER'S DETERMINATION OF FACTS

Mortigagee will at all times be free independently to establish to its satisfaction and in its absolute discretion the existence or nonexistence of any fact or ficts, the existence or nonexistence of which is a condition, warranty or covenant of this Mortgage or in any other Loan Documents.

XI. ACCELERATION AND DEFAULT RATE

If an Event of Default occurs, Hortgages may, at its option, declare the whole of the indebtedness hereby secured to be immediately due and payable without notice to the horizogor. Then, at any time thereafter, at the sole option of the Mortgages, the principal balance and accrued interest on the Note shall become immediately due and payable, and any other sums secured hereby shall become immediately due and payable. All sums coming due and payable herounder shall bear interest, after acceleration, at the Default payable herounder shall bear interest, after acceleration, at the Default
Rate, which shall mean the interest rate stated in the Note plus three percent
(3%) per annum and shall constitute additional indebtedness secured by this
Mortgage. After any such Event of Default, Mortgages may institute or cause
to be instituted, proceedings for the realization of its rights under this
Mortgage or any other Loan Documents.

XII. RIGHTS, POWERS AND REMEDIES OF MORTGAGEE

When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgajee may at its election:

- Foreclose this Mortgage by legal action, at provided by Illinois (A) Statutes and this paragraph shall further suthorize a power of sale as provided by said statutes.
- Enter upon and take possession of the Mortgaged Property with the (B) irrevocable consent of Mortgagor as granted and evidenced by execution of this Mortgage. As Mortgagee in possession, Mortgagee may hold, operate, manage and control the Mortgaged Peoperty and conduct business, if any, either personally or by its agents. Mortgagee may collect rents and leass the Mortgaged Property, cancel or modify existing leases and generally exercise all powers and rights customarily incident to ownership. Mortgages may pay out of any rents collected, taxes, insurance, conversions, fees and any expenses attributable to the Mortgaged Property.
- Upon, or at any time after the filing of a complaint or petition (C) to foreclose this Mortgage, the Mortgagee may apply to the court for appointment of a receiver of the Mortgaged Property. Such receiver shall have the power to collect the rents, issues and profits of the Mortgaged Property during the pendency of the foreclosure suit up to and after any sale of the Mortgaged Property. The court may authorize the receiver to apply net income from management and control of the Mortgaged Property in

Property of Coot County Clert's Office

whole or in part to the indebtedness secured hereby or to any tax or special assessment which may be or become superior to the lien hereof.

XIII. 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 Loan Documents, entitling Mortgages to exercise all or any remedies available to Mortgages under the terms of any or all Loan Documents, and any default or Event of Default under any other Loan Document, relating to any of Mortgagor's obligations to Mortgages, shall be deemed a default hereunder, entitling Mortgages to exercise any or all remedies provided for herein. Failure by Mortgages to exercise any right which it may have her under shall not be deemed a waiver thereof unless so agreed in writing by Mortgages, and the waiver by Mortgages of any default by Mortgagor hereunder shall not constitute a continuing waiver of any other default or of the same default in the future.

XIV. BUSINESS PURPOSE

Mortgagor coverents that the proceeds of the loan evidenced by the Notes and guaranteed by the Mortgagor, which Guaranty is secured by this Mortgage, will be used for the purposes specified in Paragraph (1) (C) of Section 6404, Chapter 17 of the Illinois Postsed Statutes, as amended, and that the principal obligation constitutes a business loan which comes within the purview of said statute.

XV. WAIVER OF REDEMPTION

- (A) Mortgagor hereby waives all rights of redemption and/or equity of redemption which exist by statute or common law for sale under any order or decrea of foreclosure of this Mortgage on its own behalf and on behalf of each and every person, beneficiary or any other ontity, except decrea or judgment of creditors of Mortgagor who may acquire any interest in or title to the Mortgaged Property or the trust estate subsequent to the date hereof.
- (B) Mortgagor hereby waives the benefit of all appreisement, valuation stay, or extension laws now or hereafter in force and all rights of arshalling in the event of any sale hereunder of the Mortgaged Property or any part thereof or any interest therein.
- (C) Hortgagor hereby waives the benefit of any rights or benefits provided by the Homestead Exemption laws, if any, now or hereafter in force.

XVI. HORTGAGEE'S RIGHT OF INSPECTION

Mortgages and/or its representative shall have the right to imaged the Mortgaged Property at all reasonable times and access thereto shall be permitted for that purpose.

XVII. FURTHER INSTRUMENTS

Upon request of Hortgagee, Mortgagor will execute, acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage.

XVIII. NOTICES

Any notice, demand, requests or other communication desired to be given or required pursuant to the terms hereof shall be in writing and shall be

Property of Cook County Clerk's Office

delivered by personal service or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows or to such other address as the parties hereto may designate in writing from time to time:

Mortgagor: Diane E. Messina 1324 Seven Pines, Unit #B1 Schaumburg, Illinois 60195

Hortgagee: American National Bank and Trust
Company of Chicago
33 North Lasalle Street
Chicago, Illinois 60690

XIX. SUCCESSORS AND ASSIGNS

This Mortuage and all provisions hereof shall run with the Mortgaged Property and shall be binding upon and enforceable against Mortgagor and its permitted successors, grantees and assigns, any subsequent owner or owners of the Premises who acquire the Premises subject to this Mortgage and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. This Mortgage and all provisions hereof shall inure to the benefit of Mortgagee, its successors and assigns and eny holder or holders, from time to time, of the Note.

XX. ENVIRONMENTAL MATTERS

- (A) The Mortgagor hereby represents and warrants to the Mortgages that neither the Mortgagor, nor any of their affiliates or subsidiaries, nor, to the best of Mortgagor's knowledge, any other person or entity, has ever caused or permitted any Mazardous Material to be placed, held, located or disposed of in, under or at the Premises or any part thereof, and that the Premises has never been used by the Mortgagor, or any other efficiency person or entity, as a temporary or permanent dump or storage site for any Mazardous Material. "Hazardous Material" means any hazardous, toxic, or uningerous wasts, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act of 1930, as amended, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability or standards on concust concerning any hazardous, toxic or dangerous waste, substance or external, as now or at any time hereafter in effect.
- (B) Without limitation on any other provision hereof, the Mortgoor hereby agrees to indemnify and hold the Mortgages harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any of the following (collectively, "Environmental Laws"): The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to, or imposing liability or standards on conduct concerning any Haxardous Material paid, incurred, suffered by or asserted against the Mortgagee as a direct or indirect result of any of the following regardless of whether or not caused by, or within the control of the Mortgagor: (i) the presence of any Hazardous Material on or

Property of Coot County Clert's Office

under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release of any Hazardous Material from (a) the Premises or any part thereof, or (b) any other real property in which the Mortgagor or any of their affiliates or subsidiaries holds any estate or interest whatsoever (including, without limitation, any property owned by a lend trust the beneficial interest in which is owned, in whole or in part, by the beneficiary of any of its affiliates or subsidiaries), or (ii) any liens against the premises permitted or imposed by environmental laws, or any actual or asserted liability or obligations of the Mortgagor or any of their affiliates or subsidiaries under any environmental laws, or (iii) any actual or asserted liability or obligations of the Hortgagor or any of its affiliates or subsidiaries under any environmental law relating to the Premises.

- (C) The Mortgagor hereby agrees to comply with all applicable environmental laws, rules and regulations related to hazardous wastes, materials and substances.
- (D) the Mortgagor hereby agrees to notify the Mortgages, in writing, immediately after the Mortgagor has actual or constructive notice of the release of any haterdous waste, material or substances onto the Mortgaged Property and to take prompt and diligent remedial action.

XXI. REMEDIES CUMULATIVE

The rights and remedies herein provided are cumulative and Mortgages may recover judgment on the Nots, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security or any right or remedy afforded by this Mortgage and no commercation of special rights or powers by any provision of this Mortgage shall be construed to limit any grant of general rights or powers, or to take away or limit any and all rights granted to or vested in the Mortgages by virtue of the laws of Illinois.

XXII. INCORPORATION OF UNLECAM COMMERCIAL CODE

To the extent that this instrument may operate as a security agreement under the Uniform Commercial Code, Mortgages shell have all rights and remedies conferred therein for the benefit of a secured party (as said term is defined in the Uniform Commercial Code).

XXIII. SUCCESSORS AND ASSIGNS

All of the covenants and conditions hereof shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of Mortgagor and Mortgagoe, respectively, and all persons claiming through or under them. Any reference herein to Mortgagoe shall include the successors and assigns of Mortgagoe. The Mortgagor shall not assign its interest without the prior written consent of the Mortgagoe.

WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed, the day and year first above written.

Diane E. Messina, Personally

Property or Cook County Clerk's Office

STATE OF ILLINOIS jss. COUNTY OF LOOK

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Diane E. Messina, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this Lift day of April, 1994.

of by County Clerk's Office

This Instrument Prepared by and after recording mail to:

> American National Bank 1201 S. Milwaukes Avenue Libertyville, IL 60048 ATTN: Maria Playford

NATDATA.MTG\ARLH9

e de la companya de l

Property of County Clerk's Office

CONDOMINIUM RIDER

CONDONIATIA COVENANTS. In addition to the covenants and agreements made in the Security Postrument, Guarantor and Lender further covenant and agree as follows:

- A. Condominium Obligations. Guarantor shall perform all of Guarantor's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Guarantor shall promptly pay, when due, all dues and assessments imposed purcuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage", then:

Guarantor's obligation under Section 2 of the Security Instrument to maintain hazard insurance coverage on the Property 13 deemed matisfied to the extent that the required coverage is provided by the Swaers Association policy.

Guarantor shall give Lender prompt notice of any lose in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether in the unit or to common elements, any proceeds payable to Guarantor are hereby exsigned and shall be paid to Lender for application to the sums secured by the facurity Instrument, with any excess paid to Guarantor.

- C. Public Liability Insurance. Guarantor shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Guarantor in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 8 of the Security Instrument.

Property of Cook County Clerk's Office

- E. Lender's Prior Consent. Guarantor shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liab'lity insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedica If Guarantor does not pay condominium dues and assessments when dua, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Guarantor secured by the Security Instrument. Unless Guarantor and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Guarantor requesting payment.

By signing below, Guaranter accepts and agrees to the terms and Cotto provisions contained in this Condo daium Rider.

Messen

Property of Cook County Clerk's Office

EXHIBIT "A" MORTGAGE DATED APRIL _2614, 1994

Local Description of the Premises:

UNIT NO. 5-6-89-L-8-1 WITH THE EXCLUSIVE RIGHT TO USE OF GARAGE UNIT NO. G-5-6-89-L-B-1 IN LEXINGTON GREEN II CONDOMINIUM, AS DELIMEATED ON A PLAT OF SURVEY OF A PARCEL OF LAND, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, (HEREINAFTER REFERRED TO AS "DEVELOPMENT PARCEL") WHICH SURVEY IS ATTACHED AS EXHIBIT A TO DECLARATION OF CONDONINIUM MADE BY CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 21741, RECORDED MARCH 25, 1977 AS DOCUMENT 23,863,582, AS AMENDED FROM TIME TO TIME, TOGETHER WITH A PERCENTAGE OF COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION AS AMENDED FROM TIME TO TIME WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAIL DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS, AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGE SET FORTH IN T\$1.
a9542
c00K SUCH AMENDED DECLARATIONS WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO SE CONVEYED EFFECTIVE ON THE RECORDING OF SUCH AMENDED DECLARATIONS, IN COOK COUNTY, ILLINOIS.

RAH 5095 05/03/94 11:43:00 4-94-395719 COOK OUNTY RECORDER

Commonly Known As: 1324 Seven Pines, Unit #B1 Schaumburg, IL 60195

PIN Number: 07-24-302-016-1163

Prepared by

Property of County Clerk's Office