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Property of Cook County

DEPT-01 RECORDING \$49.00
 T40012 TRAN 7970 12/05/95 11:43:00
 45817 CG *-95-344165
 COOK COUNTY RECORDER

JUNIOR MORTGAGE

49.00
10/1

THIS JUNIOR MORTGAGE, made as of the first day of November, 1995 (the "Mortgage") between Ruth F. Barlow, having an address at 641 Timber Ridge Drive, Bartlett, Illinois 60103, hereinafter called the "Mortgagor" and the NBD BANK, a Michigan banking corporation, having an address at 611 Woodward Avenue, Detroit, Michigan 48226, hereinafter called the "Mortgagee";

WHEREAS, the Mortgagor has entered into a Guaranty Agreement dated as of November 1, 1995 (the "Guaranty") from the Mortgagor to the Mortgagee securing a Reimbursement Agreement dated as of November 1, 1995 (the "Agreement") among Barlow, B.L.C., an Illinois limited liability company, Calco, Ltd., an Illinois corporation and Water One, Ltd., an Illinois corporation (collectively, the "Borrowers") and the Mortgagee;

NOW THEREFORE the Mortgagor, in order to secure the payment of the (a) payment of the obligations under the Guaranty, (b) the payment of any and all amounts required to be paid and the

BOX 333-CTI

This Instrument Prepared By
 and Mail to:

Permanent Index No: 06-34-106-013

Charles R. Hug
 Carlson and Hug
 135 South LaSalle Street
 Chicago, Illinois 60603

Address: 641 Timber Ridge Drive
 Bartlett, Illinois

A 008404 01 Comment (2) 10

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performance of all covenants, agreements and obligations required to be performed by this Mortgage, the Guaranty or the Agreement and (c) any extensions, renewals, modifications, refinancings or substitutions, from time to time, for any of the foregoing matters in (a) and (b), and also for and in consideration of the sum of Ten Dollars to the Mortgagor in hand paid by the Mortgagee, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in consideration of the payment of all obligations and the performance of the Mortgagor under any other agreements with the Mortgagee and any and all indebtedness, obligations and liabilities of any kind of the Mortgagor to the Mortgagee, now or hereafter existing, direct or indirect (including without limitation any participation interest acquired by the Mortgagee in any such indebtedness, obligations or liabilities of the Mortgagor to any other person), absolute or contingent, joint and/or several, secured or unsecured, arising by operation of law or otherwise, and whether incurred by the Mortgagor as principal, surety, endorser, guarantor, accommodation party or otherwise, has granted, bargained, sold, aliened, released, conveyed, confirmed, mortgaged and granted a security interest in and by these presents does grant, bargain, sell, alien, release, convey, confirm and mortgage unto the said Mortgagee and its successors and assigns and does hereby grant to Mortgagee its successors and assigns a security interest in,

ALL that tract or parcel of land and premises, situated, lying and located at 641 Timber Ridge Drive, Bartlett, Illinois, in the County of DuPage and State of Illinois, more particularly described on Exhibit "A" attached hereto and made a part hereof. The land so described in Exhibit "A," together with the real and personal property hereinafter described are referred to herein collectively as the "premises".

TOGETHER with all buildings, improvements, tenements, easements, fixtures and appurtenances at any time belonging thereto and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate as security for the payment of the indebtedness secured hereby and not secondarily), and, without limiting the generality of the foregoing, all apparatus and building equipment of every kind now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, and all screens, window shades, storm doors and windows, awnings, floor coverings, gas and electric fixtures, stoves, boilers, sinks and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagor or its successors or assigns shall be considered as constituting part of the real estate;

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TOGETHER with all easements, rights of way, licenses, and privileges of the Mortgagor on or with respect to or relating in any way to the premises and the buildings and improvements and facilities thereon;

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor, of, in and to the same and of, in and to every part and parcel thereof;

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever; provided, however, that this Mortgage, is upon the express condition that if Mortgagor shall pay or cause to be paid all indebtedness hereby secured and shall keep, perform and observe all and singular the covenants and promises in the Guaranty and in this Mortgage or in any other instrument or document securing the Guaranty or in any agreement applicable thereto expressed to be kept, performed and observed by Mortgagor, then this Mortgage and the estate and rights hereby granted shall cease, determine and be void and this Mortgage shall be released by Mortgagee upon the written request and at the expense of Mortgagor, otherwise to remain in full force and effect and the maximum amount secured by the Mortgage is expressly limited to \$10,000,000 plus accrued interest and fees and expenses.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagor shall (a) keep the premises in reasonably safe condition; (b) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (c) keep said premises in good condition and repair, without waste, and free from charges, encumbrances, mechanic's or other liens or claims for lien except for the liens in existence on the date hereof; (d) pay when due any indebtedness which may be secured by a lien, charge or encumbrance on the premises, and upon request exhibit satisfactory evidence of the discharge of same to Mortgagee; (e) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (f) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (g) without prior written consent of the Mortgagee not make any material alteration in said premises that will adversely affect the value of the property except as required by law or municipal ordinance; and (h) promptly notify Mortgagee of any damage or destruction to the premises, of any pending or threatened proceeding for the taking (by eminent domain or otherwise) of any part thereof, of any notice from any governmental authority alleging violation of any building code, zoning ordinance or other governmental requirement or of any other event or condition which might impair the value of the premises or its use for its intended purpose.

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2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges and other charges against the premises when due, and shall upon written request, furnish to Mortgagee duplicate receipts therefor. The Mortgagor may, at its expense and in its own name and behalf in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, provided during such period enforcement of any such contested item shall be effectively stayed. In addition, prior to any such contest the Mortgagor shall have previously deposited with the Mortgagee an amount of cash in an amount equal to one and one-half times the value of the amount so contested or other equivalent security in an amount equal to one and one-half times the amount so contested, provided, however, if such taxes must be paid to any extent to be so contested the Mortgagor shall additionally pay such taxes in the amount and manner so required. If the Mortgagor fails to diligently pursue such contest, the Mortgagee shall have the right, but not the obligation, to pay any such taxes, assessments or other charges without inquiry as to their validity, and any amounts advanced by the Mortgagee shall be immediately due and payable from the Mortgagor together with interest at the Prime Rate, as defined in the Agreement, plus three percent (3%) per annum.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, flood hazards (to the extent insurance therefor is obtainable) and such other hazards or contingencies and in such amounts as are reasonably acceptable to the Mortgagee. In no event shall any such policy of insurance be so written that the proceeds thereof will produce less than the minimum coverage required by reason of co-insurance or otherwise. All such policies shall contain standard mortgage clauses. The Mortgagor shall cause certificates of such insurance or copies of such insurance policies to be delivered to Mortgagee and, in the case of insurance about to expire or to be terminated, shall deliver evidence of renewal to Mortgagee not less than 30 days prior to the respective dates of expiration or termination. Mortgagee shall apply any insurance proceeds at any time coming into its hands in a manner acceptable to the Mortgagee.

4. In order to assure the payment of Real Estate Taxes ("Taxes") pursuant to Section 2 hereof and premiums payable with respect to all Insurance Policies ("Premiums") pursuant to Section 3 hereof as and when the same shall become due and payable the Mortgagor shall pay all Taxes and Premiums and shall furnish proof thereof to the Mortgagee within ten (10) days of the due date and shall furnish to the Mortgagee annually a Certificate of Insurance relating to the premises not later than fourteen (14) days before the expiration of said Insurance Policies.

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5. In case Mortgagor shall fail to perform any covenants herein contained, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of the Prime Rate, as defined in the Agreement, plus three percent (3%) per annum. Mortgagee shall be subrogated to all rights, claims and liens of any party whose debt is discharged pursuant to this Section 5. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor. Mortgagee in making any payment hereby authorized may do so according to any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagor shall pay each item of indebtedness herein mentioned, when due according to the terms hereof and of the Guaranty and the Agreement. At the option of Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Guaranty, or in this Mortgage to the contrary, become due and payable (a) in the case of default in making payment of any amount due on the Guaranty, or in making payment of any other sum due hereunder, or (b) in case an Event of Default (as defined in the Agreement) occurs under the Agreement, or (c) in case the undersigned shall, without the prior written consent of Mortgagee, sell, assign, transfer, mortgage, pledge or lease the real estate subject hereto, or any portion thereof or interest therein, or contract or agree so to do without the prior written consent of the Mortgagee, or (d) when default shall occur and continue for 30 days in the performance or observance of any other agreement of the Mortgagor herein contained, or (e) Mortgagor abandons the premises, or (f) the Mortgagor shall become bankrupt or insolvent or proceedings under any bankruptcy, insolvency, arrangement or adjustment proceedings or similar law shall be instituted or commenced by or against the Mortgagor, or (g) proceedings shall be commenced to foreclose or otherwise realize upon any lien, charge or encumbrance on the premises or any part thereof, provided that such proceedings shall not be a default hereunder if they are being contested in good faith and security and funds sufficient to satisfy such lien, charge or encumbrance shall have been deposited with the Mortgagee

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and such proceedings shall be sufficient to prevent the foreclosure or other sale of the premises, or (h) a default has occurred in the Agreement or the Guaranty.

7. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, Mortgagee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of the Prime Rate, as defined in the Agreement, plus three percent (3%) per annum, when paid or incurred by Mortgagee in connection with (a) any proceeding, including bankruptcy proceedings, to which Mortgagor shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced; or (c) preparation for the defense of any threatened suit or proceedings which might affect the premises or the security hereof, whether or not actually commenced. Mortgagor hereby waives any and all rights of redemption from sale to which it may be entitled under the laws of the State of Illinois on behalf of Mortgagor and each and every person acquiring any interest in, or title to, the premises described herein subsequent to the date hereof and on behalf of all other persons to the extent permitted by law.

8. The proceeds of any foreclosure sale of the premises or sale of the Equipment shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings or sale, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Guaranty, with interest thereon as herein provided; third, all costs and expenses of the Mortgagee; fourth, all amounts, interest, fees and other expenses, if any, due and owing, remaining unpaid on the Guaranty; and fifth, any overplus to Mortgagor, its legal representatives or assigns, to be distributed in accordance with the Agreement to the parties thereto, as their rights may appear.

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9. Upon, or at any time after, the filing of a law suit to foreclose this Mortgage, the court in which such law suit is filed may appoint a receiver of said premises without requiring any bond from the claimant in any such suit. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at 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 and the Mortgagee or assignee hereunder may be appointed as such receiver and the Mortgagor shall unconditionally consent to such appointment. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary 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 to apply the next income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (2) the deficiency in case of a sale and deficiency.

10. As further security for the indebtedness hereby secured, Mortgagor hereby assigns to Mortgagee any and all awards at any time made for the taking (whether permanent or temporary) by condemnation, eminent domain or otherwise of all or any part of the premises or any rights, interests or privileges appurtenant thereto, together with the right (but not the duty) to collect, receive, receipt for, compromise and adjust such awards and to endorse the name of Mortgagor on any commercial paper given in payment thereof and also all proceeds of insurance relating to the Mortgaged Property. The proceeds of all such awards shall be applied as approved by the Mortgagee.

11. No action for the enforcement of the lien or of 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 Guaranty.

12. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

13. Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension, exemption or redemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the

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enforcement or foreclosure of this Mortgage or the sale of the premises, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety and MORTGAGOR HEREBY SPECIFICALLY WAIVES ANY RIGHTS OF REDEMPTION UNDER THE ILLINOIS REVISED STATUTES OR OTHERWISE PROVIDED UNDER LAW OR IN EQUITY.

14. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons, jointly and severally.

15. If any provisions of this Mortgage shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

16. The invalidity of any one or more phrases, sentences, clauses or Sections in this Mortgage contained, shall not affect the remaining portions of this Mortgage, or any part thereof.

17. All rights and privileges of Mortgagee hereunder shall vest in Mortgagee and all notices, consents or other approvals required to be given to or received by Mortgagee shall instead be given to or obtained from the Mortgagee.

18. No remedy herein conferred upon or reserved to the Mortgagee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Mortgage or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Mortgagee to exercise any remedy reserved to it herein, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the Mortgagee hereunder shall also extend to the Mortgagee.

19. The Mortgagor will, forthwith after the execution and delivery of this Mortgage from time to time cause this Mortgage

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(including any amendments thereto and supplements thereof) any financing statements in respect thereof to be filed, registered and recorded in such manner and in such places as may be required by law in order to publish notice of and fully protect the lien and security interest of the Mortgagee in the premises.

20. All notices hereunder shall be deemed to have been given when deposited in the mail postage prepaid, certified or registered mail, return receipt requested, or in person addressed as follows: if to the Mortgagee at 611 Woodward Avenue, Detroit, Michigan 48226, Attention: Commercial Loan Department and if to the Mortgagor at c/o Barlow, L.L.C., 640 Timber Ridge Drive, Bartlett, Illinois 60103, or at any other address of which either party shall have notified the person giving such notice in writing.

21. This Mortgage is subordinate to the Mortgage dated as of November 13, 1990 among the Mortgagor and Michael M. Barlow and Liberty Federal Savings Bank and recorded with the Recorder of Deeds of DuPage County as document no. 90-571,907.

22. (a) Mortgagor represents and warrants to the Mortgagee as follows:

(1) Violation. (i) Mortgagor has not used Hazardous Materials (as hereinafter defined) on, from or affecting the mortgaged premises in any manner which violates any Governmental Regulation governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials and, to the best of the Mortgagor's knowledge after making reasonable inquiry, no prior owner of the mortgaged premises or any existing or prior tenant or occupant has used Hazardous Materials on, from or affecting the mortgaged premises in any manner which violates any Governmental Regulation governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials; (ii) Mortgagor has never received any notice of any violations of any Governmental Regulation governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at the mortgaged premises and, to the best of the Mortgagor's knowledge after making reasonable inquiry, there have been no actions commenced or threatened by any party for noncompliance which affects the premises.

(2) Facilities. The premises has adequate water supply, sewage and waste disposal facilities. No underground storage tank is located on the premises.

(3) Contamination and Pollution. The Mortgagor shall keep or cause the premises to be kept free of Hazardous Materials except to the extent that such Hazardous Materials are stored and/or used in compliance with all applicable

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Governmental Regulations; and, without limiting the foregoing, the Mortgagor shall not cause or permit the premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable Governmental Regulations; nor shall the Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant, subtenant or occupant, a release, spill, leak or emission of Hazardous Materials onto the premises or onto any other contiguous property.

(4) Clean-Up. The premises do not appear on the National Priority List (as defined under federal law) or any state listing which identifies sites for remedial clean-up or investigatory actions. To the best of the Mortgagor's knowledge, information and belief, the premises have not been contaminated with substances which would give rise to a clean-up obligation under any Governmental Regulation or under common law.

(5) Licenses. All federal, state and local permits, licenses and authorizations required for present or past use of the premises or activities of the Mortgagor have been obtained, are presently in effect. There is and has been full compliance with all such permits, licenses or authorizations.

(6) Audit, Remedial Action. The Mortgagor shall conduct and complete all investigations, including a comprehensive environmental audit, studies, sampling, and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the premises as required by all applicable Governmental Regulations or by the Mortgagee, to the satisfaction of Mortgagee, and in accordance with the orders and directives of all federal, state and local governmental authorities. Such testing, remedial, removal and other actions shall include those required by federal and state regulations governing underground storage tank systems. If the Mortgagor fails to conduct an environmental audit required by Mortgagee, then Mortgagee may at its option and at the expense of the Mortgagor, conduct such audit.

Any such audit conducted by Mortgagee shall be conducted for the benefit of and to protect the interests of Mortgagee and shall not be relied upon by the Mortgagor or any third party for any purpose whatsoever, including but not limited to any Mortgagor's or any third party's obligation, if any, to conduct an independent environmental investigation of its own. By conducting any such audit, the Mortgagee does not assume any control over the environmental affairs or operations of Mortgagor nor assume any obligation or liability to the Mortgagor or any third party.

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(b) Affirmative Covenants. The Mortgagor shall:

(1) Do all things necessary to assure that the representations, warranties and covenants set forth herein are met and continue to be accurate and correct.

(2) Assure that all entities acting on behalf of the Mortgagor are aware of and comply with the obligations of the Mortgagor under this Paragraph 22.

(3) Conduct periodic reviews of the use of the premises and the activities of the Mortgagor to assure compliance with the obligations of the Mortgagor under this Paragraph 22.

(4) Promptly (i) notify the Mortgagee in writing of any occurrence or development or claim filed by it or against it which would cause any representation, warranty or covenant set forth in this Paragraph 22 to be incorrect, and (ii) take steps necessary to mitigate the effect of such noncompliance.

(5) If any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (the "Remedial Work") is necessary or desirable under any applicable federal, state or local law, regulation or ordinance, the Mortgagor shall, within thirty (30) days after written demand for performance by the Mortgagee (or within such shorter time as may be required by any applicable law) commence and thereafter diligently prosecute to completion all such Remedial Work.

(c) Negative Covenant. Mortgagor shall not take any action or allow the premises to be used in such a manner that any representation, warranty or covenant set forth in this Paragraph 22 becomes incorrect or is not complied with.

(d) Indemnification. Subject to the limitations set forth below, the Mortgagor shall defend, indemnify and hold harmless the Mortgagee, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including, without limitation, attorney's and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to (i) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the premises or the soil, water, vegetation, buildings, personal property, persons or animals; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials on the premises; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials with respect to the premises; (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or

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any policies or requirements of the Mortgagee, which are based upon or in any way related to such Hazardous Materials used on the premises; (v) the imposition by any governmental authority of any lien or so-called "super priority" lien upon the premises; (vi) all foreseeable consequential damages; and/or (vii) the costs of any required or necessary repair, cleanup or detoxification of the premises. The indemnity obligations under this paragraph are specifically limited as follows:

(x) the Mortgagor shall have no indemnity obligations with respect to Hazardous Materials that are first introduced to the premises or any part of the premises subsequent to the date that Mortgagor's interest in and possession of the premises or any part of the premises shall have ended or have been fully terminated by foreclosure of any mortgage held by Mortgagee or acceptance by Mortgagee of a deed in lieu of foreclosure or other collateral liquidation procedure;

(y) the Mortgagor shall have no indemnity obligations with respect to Hazardous Materials that are first introduced to the premises by the Mortgagee, its successors or assigns.

The Mortgagor agrees that in the event any mortgage held by the Mortgagee is foreclosed or the Mortgagor tenders a deed in lieu of foreclosure, the Mortgagor shall deliver the premises to the Mortgagee free of any and all Hazardous Materials which are then required to be removed (whether over time or immediately) pursuant to applicable Governmental Regulations affecting the premises.

The provisions of this Paragraph 22(d) shall be in addition to any and all other obligations and liabilities any Mortgagor may have to the Mortgagee under the Agreement, any loan document, and in common law, and shall survive (a) the repayment of all sums due for the Indebtedness, (b) the satisfaction of all of the other obligations of the Mortgagor under any loan document, (c) the discharge of any mortgage held by the Mortgagee and (d) the foreclosure of any mortgage held by the Mortgagee or acceptance of a deed in lieu of foreclosure. It is the intention of the Mortgagor and the Mortgagee that the indemnity provisions of this Paragraph 22(d) shall only apply to an action commenced against any owner or operator of the premises in which any interest of the Mortgagee is threatened or any claim is made against the Mortgagee for the payment of money.

(e) Definitions.

"Governmental Regulations" means any law, regulation, rule, policy, ordinance or similar requirement of the United States, any

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state, and any country, city or other agency or subdivisions of the United States or any state.

"Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.) and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local government law, ordinance, rule or regulation.

Witnesseth the signatures of Mortgagor as of the day and month first above written.


RUTH E. BARLOW

Property of Cook County Clerk's Office

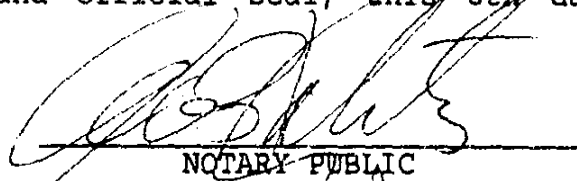
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

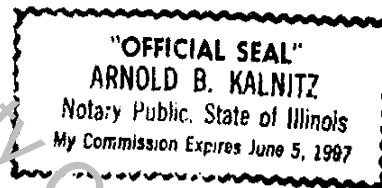
I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFIED, that Ruth E. Barlow, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered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

GIVEN under my hand and official seal, this 8th day of November, 1995.



NOTARY PUBLIC

Commission Expires June 5, 1997.



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EXHIBIT A

Description of Premises

LOT 27 IN THE WOODS OF BARTLETT FINAL PLANNED UNIT DEVELOPMENT AND PLAT OF SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27 AND PART OF THE NORTHWEST 1/4 OF SECTION 34, ALL IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PREPARED BY:
KAREN A. SHANER
WHEATON, IL 60187

RECORD AND RETURN TO:

NBD MORTGAGE COMPANY
2000 S NAPERVILLE RD
WHEATON, IL 60187

DEPT-01 RECORDING \$35.00
T#0012 TRAN 7970 12/05/95 11:43:00
#5812 # C.G * -95-844166
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

7574242450060187

MORTGAGE

0635583

35.00

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 29, 1995
RONALD W FOREMAN A SINGLE MA

The mortgagor is

("Borrower"). This Security Instrument is given to NBD MORTGAGE COMPANY,

which is organized and existing under the laws of THE STATE OF DELAWARE
address is 900 TOWER DRIVE, TROY, MI 48098

and whose

("Lender"). Borrower owes Lender the principal sum of
TWO HUNDRED NINETY THREE THOUSAND AND 00/100

Dollars (U.S. \$ 293,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 01, 2026. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in VILLAGE OF WINNETKA, COOK County, Illinois:

LOTS IN FORESTVIEW RESUBDIVISION OF LOTS 1 TO 12 INCLUSIVE, AND LOTS 14 TO 17 INCLUSIVE, TOGETHER WITH VACATED FORESTVIEW ROAD IN FORESTVIEW, A RESUBDIVISION OF BLOCKS 1, 2, 3, 7 AND 8, TOGETHER WITH VACATED STREETS AND ALLEYS IN AND ADJOINING SAID BLOCKS IN ANDERSON'S ADDITION TO GLENCOE, A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 05-18-308-027-0000

which has the address of 800 HEATHER LANE, WINNETKA
Illinois 60093

(Street, City),

[Zip Code] ("Property Address");

ILLINOIS Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Amended 5/91

8-91(1) (9408)

VMP MORTGAGE FORMS (800)621-7291

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Initials: *MSJ*



95844166

BOX 333-CTI