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BOX 333-CT1

95171154

RECORDATION REQUESTED BY:

First State Bank of Shannon/Polo
P.O. Box 85
Shannon, IL. 61078

WHEN RECORDED MAIL TO:

First State Bank of Shannon/Polo
P.O. Box 85
Shannon, IL 61078

. DEPT-01 RECORDING \$49.00
. T#0012 TRAN 3003 03/14/95 09:02:00
. #6962 ‡ JM *-95-171154
. COOK COUNTY RECORDER

SEND TAX NOTICES TO:

John A. Leemon
P.O. Box 151
Mt. Carroll, IL 61053

49.00

MORTGAGE

THIS MORTGAGE IS DATED FEBRUARY 15 1995, between John P. Leemon, John A. Leemon and Lisa A. Johnson, not individually, but as Testamentary Trustees under the Will of Garnet P. Young (referred to below as "Grantors"); and First State Bank of Shannon/Polo, a State Banking Corporation, P.O. Box 85, Shannon, Illinois.

GRANT OF MORTGAGE. For valuable consideration, Grantors not personally but as Testamentary Trustees under the Will of Garnet P. Young, mortgage and convey to Lender all of Grantors right, title, and interest in and to the following described real property, together with all existing improvements and fixtures; all easements, rights of way, and appurtenances; and all other rights, royalties, and profits relating to the real property, located in Cook County, State of Illinois (the "Real Property"):

UNIT NO. 5A IN WINDSOR PARK CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
PARCEL 1: THE WEST 1/2 OF LOT 5 AND LOT 6 (EXCEPT WEST 30 FEET THEREOF) in BLOCK 4 IN PELEG HALL'S ADDITION TO CHICAGO IN NORTHWEST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN. PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS CREATED BY WARRANTY DEED FROM JACOB VIHON AND ROSE VIHON, HIS WIFE TO CHARLES JANISCH AND HENRY JANISCH, DATED AUGUST 16, 1922, AND RECORDED AUGUST 22, 1922, AS DOCUMENT 7618095 AND RESERVED IN THE DEED FROM CHARLES FORMAN AND KATHERINE M. FORMAN, HIS WIFE, TO JACOB VIHON, DATED MAY 18, 1923, AND RECORDED JUNE 4, 1923, AS DOCUMENT 7961987 FOR LIGHT, AIR AND PASSAGE OVER AND UPON THE EAST 8 FEET OF THE

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75-42-356 DB

SC 173 (2012)

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BOX 888-011

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WEST 30 FEET OF LOT 6 IN BLOCK 4 IN PELEG HALL'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 95056487, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 647 WEST SHERIDAN, UNIT 5A, CHICAGO, IL., 60657

Grantors presently assign to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantors grant to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Illinois Uniform Commercial Code.

Borrower. The word "Borrower" means JOHN P. LEEMON (individually). Borrower and not Grantors is liable for payment of the note and all other amounts secured by the Mortgage.

Grantors. The word "Grantors" means John P. Leemon, John A. Leemon, and Lisa A. Johnson, not individually, but as Testamentary Trustees under the Will of Garnet P. Young. The Grantors are the mortgagors under this Mortgage. The Grantors are signing this Mortgage solely as Trustees and not individually, and only to grant and convey to Lender a mortgage on the real property and a security interest in the personal property.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, and structures affixed on the Real Property, facilities, additions and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of the Grantors or expenses incurred by the Lender to enforce obligations of Grantors under this

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Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means First State Bank of Shannon/Polo, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantors and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. the word "Note" means the promissory note dated February 15, 1995, in the original principal amount of \$10,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the said promissory note. The interest rate on the Note is 9.5%; and the maturity date of this Mortgage is February 15, 2000.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantors, which are now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property, and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments and documents, whether now or hereafter existing, executed in connection with Borrower's Indebtedness to Lender.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2)

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PERFORMANCE OF ALL OBLIGATIONS OF BORROWER AND GRANTORS UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage Borrower shall pay to Lender all amounts secured by this Mortgage as they become due.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantors agree that Grantors' possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantors may remain in possession and control of an operate and manage the Property and collect the Rents from the Property.

Hazardous Substances. The terms "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Publ. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. Grantors represent and warrant to Lender that: (a) During the period of Grantors' ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property. (b) Grantors have no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters. (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantors nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliances with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances

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described above. Grantors authorize Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantors or to any other person. Grantors hereby release and waive any future claims against Lender for indemnity or contribution in the event Grantors become liable for cleanup or other costs under any such laws.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interest and to inspect the Property for purposes of Grantors' compliances with the terms and conditions of this Mortgage.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantors shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantors shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

Evidence of Payment. Grantors shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to Lender at any time a written statement of the taxes and assessments against the Property.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of Insurance. Grantors shall cause Lender to be named as a Mortgagee on any policy of insurance covering the Real Property against loss by fire or the elements.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at

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any trustees' sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

EXPENDITURES BY LENDER. If Grantors fail to comply with any provisions of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interest in the Property, Lender on Grantors' behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantors warrant that: (a) Grantors hold good and marketable title of record to the Property in fee simple, free and clear of all liens, and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantors have the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above Grantors warrant and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantors' title or interest of Lender under this Mortgage. Grantors shall defend the action at Grantors' expense. Grantors may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantors will deliver, or cause to be

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delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance with Laws. Grantors warrant that the Property and Grantors' use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees, and Charges. Upon request by Lender, Grantors shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantors shall reimburse Lender for all taxes as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantors which Grantors are authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantors.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Illinois Uniform Commercial Code as amended from time to time.

Security interest. Upon request by Lender, Grantors shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at

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any time and without further authorization from Grantors' file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantors shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantors shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantors and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

FULL PERFORMANCE. If Borrower pays all the indebtedness when due, and otherwise performs all the obligations imposed under this Mortgage, Lender shall execute and deliver to Grantors a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantors will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Default on indebtedness. Failure of Borrower to make any payment when due on the indebtedness.

Default on Other Payments. Failure of Grantors within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantors under this Mortgage, the Note or the Related Documents is, or at the time made or furnished was false in any material respect.

Insolvency. The insolvency of Borrower, any assignment for the benefit of Borrower's creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower. Except to the extent prohibited by federal law or Illinois law, the death of Borrower (if Grantor is an individual) also shall constitute an Event of Default under this Mortgage.

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Breach of Other Agreement. Any breach by Borrower under the terms of any other agreement between Borrower and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor or any of the indebtedness or such Guarantor dies or becomes incompetent.

Insecurity. Lender reasonably deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law.

Accelerate indebtedness. Lender shall have the right at its option without notice to Borrower or to Grantors to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantors would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Illinois Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice, to Borrowers, to take possession of the property and collect the rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the property to make payments of rent or use fees directly to Lender. If the rents are collected by Lender, then Grantors irrevocably designate Lender as Grantors' attorney-in-fact to endorse instruments received in payment thereof in the name of Grantors and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any

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part of the property and apply the proceeds, over and above the costs of the receivership, against the indebtedness. The Mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantors' interest in all or any part of the property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment against Borrower for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of Property. To the extent permitted by applicable law, Grantors hereby waive any and all right to have the property marshaled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the property, together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the property.

Notice of Sale. Lender shall give Grantors reasonable notice of the time and place of any public sale of the personal property or of the time after which any private sale or other intended disposition of the personal property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Borrower or of Grantors under this Mortgage after failure of Borrower or Grantors to perform, shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

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Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the costs of searching records, obtaining title reports (including foreclosure reports), surveyor's reports, and appraisal fees, and life insurance, to the extent permitted by applicable law. Grantors also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTORS AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantors, shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the Grantors, c/o John A. Leemon, Box 151, Mt. Carroll, Illinois, 61053. Any party may change its address for notice under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any related documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

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Caption Headings. Caption headings in the Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantors' interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the property becomes vested in a person other than Grantors, Lender, without notice to Grantors, may deal with Grantors' successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantors hereby release and waive all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the related documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waivers by Lender, nor any course of dealing between Lender and Grantors shall constitute a waiver of any of the

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Lender's rights. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTORS' LIABILITY. This Mortgage is executed by Grantors, not personally but as Trustees as provided above in the exercise of the power and the authority conferred upon and vested in them as such Trustees (and Grantors hereby warrant that they possess full power and authority to execute this instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements made in this Mortgage on the part of Grantors, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of Grantors, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by Grantors for the purpose or with the intention of binding Grantors personally, and nothing in this Mortgage or in the Note shall be construed as creating any liability on the part of Grantors personally to pay the Note or any interest that may accrue thereon, or any other indebtedness under this Mortgage, or to perform any covenant, undertaking, or agreement, either express or implied, contained in this Mortgage, all such liability, if any, being expressly waived by Lender and by every persons now or hereafter claiming any right or security under this Mortgage, and that so far as Grantors and their successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness shall look solely to the borrower for the payment of the Note and indebtedness, and by the enforcement of the lien created by this Mortgage in the manner provided in the Note herein or by action to enforce the personal liability of Borrower or of any Guarantor of the Note.

MORTGAGE EXONERATION CLAUSE. This Mortgage is executed by Grantors, not personally but as Trustees aforesaid, in the exercise of the power and authority conferred upon and vested in them as such Trustees, and it is expressly understood and agreed by the Lender herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating an liability on Grantors under the Will of Garnet P. Young personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly

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waived, and that any recovery on this Mortgage and the note secured hereby shall be solely against Borrower and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any guarantor of said Note.

John P. Leemon
JOHN P. LEEMON, A TRUSTEE OF THE
GARNET P. YOUNG TESTAMENTARY TRUST,
GRANTOR

Lisa A. Johnson
LISA A. JOHNSON, A TRUSTEE OF THE
GARNET P. YOUNG TESTAMENTARY TRUST,
GRANTOR

John A. Leemon
JOHN A. LEEMON, A TRUSTEE OF THE
GARNET P. YOUNG TESTAMENTARY TRUST,
GRANTOR

ACKNOWLEDGMENT

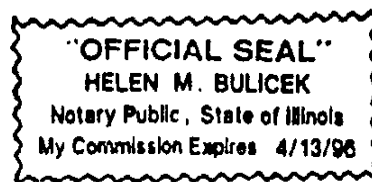
STATE OF ILLINOIS)
COUNTY OF Lake) ss.

On this 18 day of February, 1995, before me, the undersigned Notary Public, appeared JOHN P. LEEMON, A TRUSTEE OF GARNET P. YOUNG TESTAMENTARY TRUST, and known to me to be the same person who executed the foregoing instrument as a Trustee of said Trust, and acknowledged the Mortgage to be the free and voluntary act and deed of the Trustees of said Trust, for the uses and purposes therein mentioned.

Helen M. Bulicek

My commission expires:

4/13/96



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STATE OF WISCONSIN)
COUNTY OF DANE) ss.

On this 23 day of February, 1995, before me, the undersigned Notary Public, appeared LISA A. JOHNSON, A TRUSTEE OF GARNET P. YOUNG TESTAMENTARY TRUST, and known to me to be the same person who executed the foregoing instrument as a Trustee of said Trust, and acknowledged the Mortgage to be the free and voluntary act and deed of the Trustees of said Trust, for the uses and purposes therein mentioned.

Rosemary C. Frost

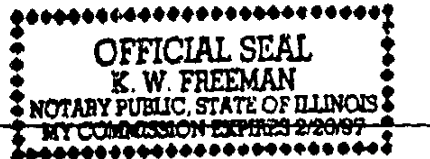
My commission expires: 01-10-99

~~STATE OF FLORIDA~~
^{Illinois}
STATE OF ILLINOIS
COUNTY OF LEE) ss.
_{Carroll}

On this 1st day of March, 1995, before me, the undersigned Notary Public, appeared JOHN A. LEEMON, A TRUSTEE OF GARNET P. YOUNG TESTAMENTARY TRUST, and known to me to be the same person who executed the foregoing instrument as a Trustee of said Trust, and acknowledged the Mortgage to be the free and voluntary act and deed of the Trustees of said Trust, for the uses and purposes therein mentioned.

K. W. Freeman

My commission expires:



This Mortgage prepared by: John A. Leemon, Attorney
P.O. Box 112,
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