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COOK COUNTY RECORDER

FOR RECORDER'S USE DIG.

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This birchange prepared by

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COMPTENTION MORTBAGE

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Company property analyses to Language of all Grander's right, site, and interest in and to all terrors of the Property of all Property. In addition, Country grants to London a Unitaria Contract Code stackably instrumed in the Property and Rents.

Emparations. The inflowing words shall have the indicating mannings streamings stream in the facilities. Terms this otherwise dollars in this thorograph whall have the meanings streamed to linch terms in the Unflorn Commercial Code. All references to other amounts that cream in tends morely of the United Street of America.

Homeson. The more Marrower means each and every pareen or name algung the Note, including windows. See Exhibit A" Far legal clescing topic.

BOX 333-CTI

Property of Coot County Clert's Office COOK COUNTY RECORDER

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T#0012 TRAN 9096 02/09/96 11:18:00

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01-22-1596 Loon No 10 MONTOAGE (Continent) Auto 1

Simulation Emerald Hills Development Curporation.

Grantos. The word "Grantor" means Partnessy Martic and Trust Company, not personally his effects thatk, Trustee under that costs Trust Agreement dated September 27, 1984 and known as Partness Sent Trust #1982s. The Grantor to the mortgagar under this Mortgaga.

Gestrandor. The word "Guerantor" means and includes without limitation each and all of the (subrantors, sunday, and accommodation parties in connection with the indebtedness.

Improvements. The word "Improvements" means and includes without limited on all tribiling and falliers improvements, fixures, buildings, structures, mobile transh afficed on the Real Property, tradition, eddlights, rectacements and other construction on the Real Property.

tendebindones. The word "indebtechnes" masses all principal and interest payable under the hiote and asymmetric expended or advanced by Lender to decharge obligations of Granter or supersee incurved by Lender to enterce obligations of Granter or supersee incurved by Lender to enterce obligations of Granter under this Mortgage. Superior with theirset on such amounts as provided in the Mortgage. In addition to the Note, the word "indebteckness" includes all obligations, defau and telefillities, pursely their or any one or more of them, whether of them, as well as all claims by Lender against Jornwer, or any one or more of them, whether now existing or hereafter arising, whether related an unwinted to the purpose of the Note, whether voluntary or otherwise, whether due or not date, absorber or invalidated and whether therefore, whether the or not date, absorber or invalidated and unfactors, and whether recovery upon such included the payable in the second of the se

Landry. The word "Lender" means Perkeey Blank & Trust Company, he successors and sanigns. The Landon is the mortgages token side Mongage.

Mortgage. The word "My rough" means this Mortgage between Grantor and Lender, and includes without installant all engineers and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" measure of promiseary note or credit agreement dated January 22, 1986, in the original principal measure of \$886,300 from Burrower to Lender, together with all remember of, consolidations of, and substitutions for the promiseary note or agreement. The intercest rate on the Note is a vertable (Aerth) rate based upon an index. The index currently is 8,500% per annum. The interest rate to be applied to the unpaid principal bulknose of this Mortgage shall be at a rate of 2,000 percentage points) over the index. Index, in an initial rate of 10,500% per annum. NOTICE: (Index no circumstances shall the interest size on the Acronge be more than the maximum rate allowed by applicable law. NOTICE TO GRANTOR: THE MOTE CONT. A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" metrical all applications and other articles of personal property now or hereafter owned by Graneter, and "Live or horeafter attention or affect to the fleet personal property together with all accessions, parts, and antibions to, all replacements of, and all admissions for, may such property, and together with all propession (including with unlikely all interance proceeds and returned of promisions) from any sale or other disposation of the Property.

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

Reck Property. The words "Ross Property" meen the property, interests and trusts described above in the "Grant of Montgage" section.

Related Documents. The words "Rotated Documents" many and include waters in trade of products accounty appearance, crack agreements, loan agreements, environments agreements, guarants excurbly appearance, accounty appearance, accounts, and all other instruments, agreements and documents, whater may of hareafter existing, executed in connectors with the indictationals.

Rents. The word "Rents" means all present and basics range, revenues, known, leaves, reject a, "with, and other bestelles derived from the Property.

THE MONTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY HYDEREST IN THE REPORT OF THE INDUSTRIBUTE IN THE REPORT OF THE INDUSTRIBUTES AND THE PERFORMANCE OF ALL ORLIVATIONS OF GRANTOR LINER THE MONTGAGE MIS THE RELATION OCCURRENTS. THIS MONTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PERSONLY ONES MAD SUBSECUENT LIEMS AND ENCLUMERANCES, INCLUDING STAUTONY LIEMS, ECOSPHER SCALE, TRAINS

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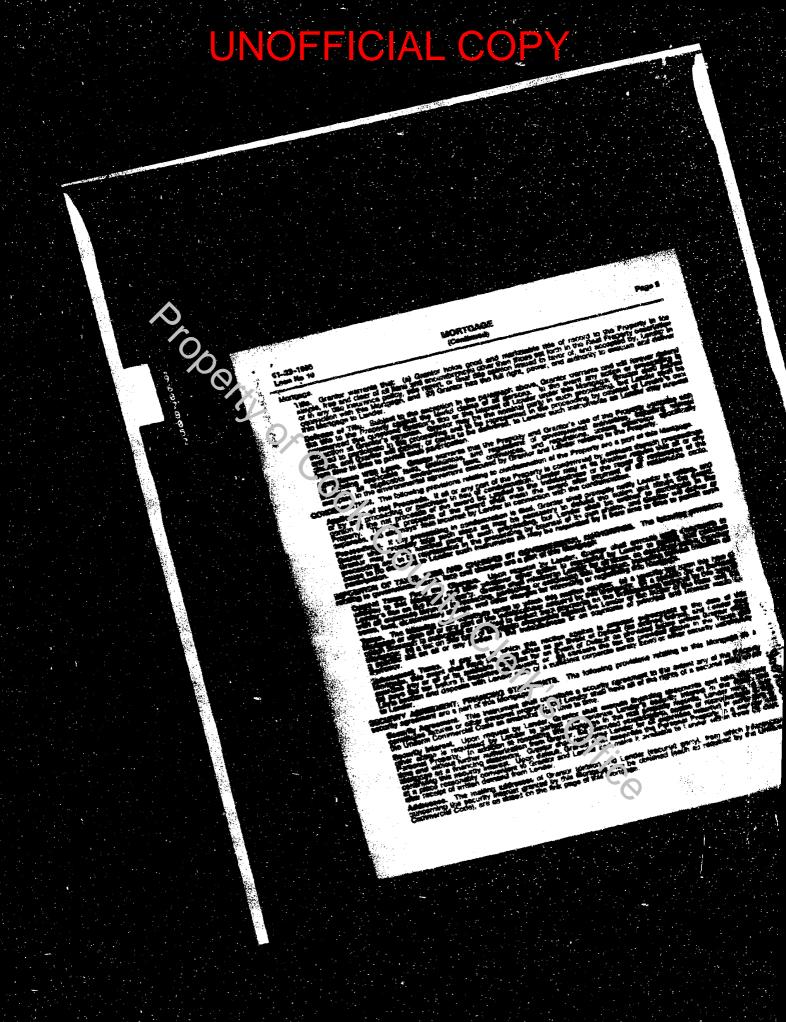
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Incompleted incompanies at Subs. Any unsempleted insurrance shield have to the burnost of, and past in pastinger of the Property covered by the Mortgage at any Junter water or other sole held under the provisions of this Mortgage, or at any forechoose sails of such Property

Description to Library a report on each extend policy of inextance channel, the Am Current replacement while their insured; (c) the emount of the policy, the the property insured, the Am Current replacement while of each property, and the memors of deformating that value, and the the policy. Cramer extends, upon request of London, have an independent appraish settlement to London, have an independent appraish settlement to London, have an independent appraish settlement to London determine the open value engineering to the property.

Expression of the Libert is Granter hale to control with any previation of the Libert is only action of proposition in commercial their would majoristly effect Larvier's interests in the Property Larvier as Granter's potentially in commercial their would majoristly effect Larvier's interests in the Property Larvier as Granter's potential may, but small hear interests of the rate of the r

WAKMANTY; DEFENSE OF TITLE. The tollowing providents relating to constraint of the Property are a past of the



PLIKYPHER AUSUMANCES; ATTORNEY-IN-FACT. The tobosing provinces relating to further ensurances and assurances are a percent of this Martings.

Purified Assumance. At any time, and from time to limit, ution request of Lender, Granter will make, question and deliver, or will counse to be made, esecuted or delivered, to Corder or by Lender's designey, and whom required by Lender cause to be fitted, received, relief, or corrected at the core may be, at and is any sent in other and person as Lender may clear appropriate, and all each management, estate of state, accounty deadle, sectors of the management, and the core may be a person of setting the sent person of the contract of sent persons, carried and the core countrates of may, in the sent estate of Lender, he received at sent persons as the sent persons, carried and the countrates of many, in the sent persons, in a sent person of the sent persons of the sent persons. The sent persons are sent persons of the sent persons of t

Attenney-to-Feet. If Granton tails to do any of the plants reterred to in the recording perspecial, in do not in the name of Granton and a Granton's against. For such perpense, Granton are recording, appoints Landon as Granton's allesting-to-liest for the surproce of meeting, executing, a filter, recording, and doing all other things to make the measurement of desirable, in Landon's acts of specialists the meteors resisting to in the processing paragraph.

exist, prescription the matters referred to in the preceding persympte.

With prescriptions and control of the interest of the interest of the prescription of the foreign and exists under the foreign. Leader that another the deliver to desire a few prescription of the Maringan and exists controlled the persons from the foreign of the Maringan and exists controlled the prescription of the Maringan and exists controlled the prescription of the Maringan and the Persons Property. Grands will apply it persons to prescript the property of the prescription and the prescription and the prescription are the property of the prescription of the prescription and the prescription of the pre

BEFALLS. Each of the fallowing, at the option of Lereber, shall consider an event of dislant ("E-nest of Datissis") had this identity (as:

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Compart in Power of Trains Parties. Should thorrower to an Organic default under any loan, quantity, credit, security agreement, parties or sollie agreement, or any under agreement, in layor of any other trails or purson that may miserially affect any of Borrower's greens you discretize or any Granics's addition to respect to the Lusine or partiern their respective colligations under the latest of the resisted Inclaimedia.

Palms Statements. Any overrenty, regularization or statement made or armie and to London by or on behalf of Granter or Represent under this Montages, the Nees or the Helses! It cuments to know or interesting in any manufact respect, when now or at the links reside or furnished.

beautionery. The disorbition of surmination of Granter or Borreser's enter not up a point business, insolvency of Granter or Borreser, the appointment of a recovery for any part of Pointed or Business, prepared, prep

Remediature, Pertellane, etc. Commencentary from by the agents well an increasing, and help in the properties of the pro

Breach of Citics Agreement. Any breach by Granter or Bonover under the terms of any other agreement.

1-62-1303 can No 18 MORTGAGE (Captimes)

Page 7

descriptions received also will bely any court costs, in addition to all client successive by the contract by

HOTTCHES TO GRUNTOR AND OTTOM PARTIES. Any notice under this Mortgage, including withely includes any notice of dishelit and any notice of sale to Grantor, which ha in artifag, they ha the sale by fatefacements, and always of dishell he destroid delivered, or whos deposited with a nelicently recognized overnight paurist, or, if maked, shall be destroid effective when deposited in the United States may true clear, registered must, position proposed, directed to the addresses shown nose the beginning of this Mortgage. Any party may change its address is notices under this Mortgage by giving formal written notice to the other parties, exception that the sales of the solides of the beginning of the lands of the beginning of the Mortgage. For notice purposes, Grantor surses to keep Lander informed at all times of Grantor's current address.

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

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

Amend Reports. If the Property is used for purposes other than Grantur's residence, Grantur shed formula to cardinal formula to cardinal statement of not operating income received from the Property distinguish as Langur shall require. "Net operating statement of ments all card asponditures made in connection with the operation of the Property less all card exponditures made in connection with the operation of Property.

This Merigage that he externed by and construed in accordance with the time of the State of Minor.

Confirm it sections. Copies intendings in this Managem are for convenience purposes only and are not to be world to inter set in deline the provisions of this link of the

Manger. There wall be no marger of the interest or estate created by the Morgage with any other bearest or estate its the Property of any time held by or for the banets of Lander in any Constitut, whitele the section constant of Lander in any Constitut, whitele the section

Severability. If a crist of composers installation finds any provision of this Mantgage to be invited or transferrencie as to any one or circumstance, such finding shell not reacter that arevalue transfer transfer or composers or circumstances. If transfer, any such offending previous or desired to be modified to be within the Essies of enterpeability or validity; increase, if the plantage providing cannot be an experience of the Mantgage in all other respects should cannot be accomplished. It should be understanted and enterpeability.

Subject to the limited of the property becomes of the parties of the parties, their successors and assigns if the property becomes or that in a person other their Granter, Lander, without notice to Granter their distributes and the indistributed by why of the property becomes or that in a person other their Granter, Lander, without notice to Granter their designate and the indistributed by why of the landers or extension without releasing Gray for their the obliquities of this Muripage or history under the indistribute.

Three is of the Essence. Yours is of the season a in the performance of this Mortgage.

Webset of Homeotheat Exemption. Grantor he aby releases and walves all rights and benefits of the homeothead exemption level of the State of Rimbin A. L. Indubtedness excured by the Mortgage.

CONTAGRED IN THIS MORTGAGE, GRANTON HENERY WAIVES TO THE EXTENT PERMITTED IMPORTANT HER MORTGAGE, GRANTON HENERY WAIVES TO THE EXTENT PERMITTED IMPORTANT HIS MORTGAGE, ANY AND ALL RIGHTS OF REDEDITION OF ANY APPLICABLE OF GRANTON AND ON SEHALE OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

Winters and Comments. Lender shall not be desired to have we had any rights under the Nortgage for under the Related Documents) private such water to in united and earned to ender. No delay or obtained as the part of Lander in scarciains any right chair operate as a valuer of an original right. A valuer by any party of a provision of the Montgage shall not constitute a water of the foreign to the Montgage shall not constitute a water of the party and other any course of circumstance with that provision or any other provision. No unite water by Lander's right of source of circumstance when the Constitute a water of any of Lander's rights or say of Grander or Borrower's obligations as to any februar transactions. Whenever consent by Lander's required in this Montgage, the granding of such consent by Lander in any in Nance shall not constitute containing consent to subsequent tratances where such consent is required.

ORIANTOR'S LIABILITY. This Mortgage is executed by Grancor, not personally but as Triange is provided allows in the exercise of the power and the eatherty contested upon and wested in it as each Triange (and Grantor thereby warrants that it possesses full power and authority to execute this instrument). It is expected wild advantage and agreed that with the exception of the foregoing warrants, notwished engineering physical provides and agreed that said as of the warranties, indemnities, representations, covariants, undertakings, indemnities, representations, covariants, undertakings, indemnities in term purporting to be the extraction. It is expectable, indemnities in term purporting to be the extractions, indemnities and intended not as personal warranties, indomnities, representations, coverants, undertakings, and

\$5-88-1605 LOSE No 10 MONTOAGE (Commund)

Property of Cook County Clerk's Office

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LOT 40 - PROPOSED EMERALD HILLS - PHASE 1

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A LINE 300 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22 WITH THE SOUTH LINE OF SCHAUMBURG ROAD AS TAKEN PER CASE NO. 92L50584; THENCE SOUTH 00 DEGREES 56 MINUTES 40 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 589.85 FEET; THENCE LEAVING SAID PARALLEL LINE AND RUNNING SOUTH 55 DEGREES 35 MINUTES 16 SECONDS WEST A DISTANCE OF 136.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 14 DEGREES 21 MINUTES 53 SECONDS WEST A DISTANCE OF 55.00 FEET; THENCE NORTH 75 DEGREES 38 MINUTES 07 SECONDS AEGT A DISTANCE OF 147.00 FEET; THENCE NORTH 14 DEGREES 21 MINUTES 53 SECONDS EAST A DISTANCE OF 55.00 FEET; THENCE SOUTH 75 DEGREES 38 MINUTES 07 SECONDS EAST A DISTANCE OF 147.00 FEET TO SAID POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

LOT 43 - PROFOSED EMERALD HILLS - PHASE 1

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A LINE 300 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22 WITH THE SOUTH LINE OF SCHAUMBURG ROAD AS TAKEN PER CASE NO. 92L50584; THENCE SOUTH OO DEGREES 56 MINUTES 40 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 589.85 FEET TO THE POINT OF BEGINNING; THENCE LEAVING S.ID PARALLEL LINE AND RUNNING SOUTH 55 DEGREES 35 MINUTES 16 SECONDS WEST A DISTANCE OF 146.95 FEET; THENCE NORTH 19 DEGREES 42 MINUTES 44 SECONDS WEST A DISTANCE OF 145.35 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 60.00 FEET, HAVING A CHORD BEARING OF NORTH 53 DEGREES 53 MINUTES 53 SECONDS EAST FOR AN ARC LENGTH OF 34.33 FEET; THENCE SOUTH 52 DEGREES 29 MINUTES 29 SECONDS EAST A DISTANCE OF 148.95 FEET TO SAID POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

LOT 44 - PROPOSED EMERALD HILLS - PHASE 1

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A LINE 300 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE MORTHWEST QUARTER OF SAID SECTION 22 WITH THE SOUTH LINE OF SCHAUMBURG ROAD AS TAKEN PER CASE NO. 92L50584; THENCE SOUTH 00 DEGREES 56 MINUTES 40 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 476.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 56 MINUTES 40 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 113.37 FEET; THENCE LEAVING SAID PARALLEL LINE AND RUNNING NORTH 52 DEGREES 29 MINUTES 29 SECONDS WEST A DISTANCE OF 148.95 FEET; THENCE WORTHERLY ALONG A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 60.00 FEET, HAVING A CHORD BEARING OF NORTH 21 DEGREES 07 MINUTES 09 SECONDS WAST FOR AN ARC LENGTH OF 34.33 FEET; THENCE SOUTH 85 DEGREES 16 MINUTES 14 SECONDS EAST A DISTANCE OF 108.19 FEET TO SAID POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

LOT 45 - PROFESED EMERALD HILLS - PHASE 1

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 9 EASP OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A LINE 300 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE VAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22 WITH THE SOUTH LINE OF SCHAUMBURG ROAD AS TAKEN PER CASE NO. 92L50584; THENCE SOUTH 00 DEGREES 56 MINUTES 40 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 395.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 56 MINUTES 40 SECONDS WEST ALONG SAID PARALLEL LINE AND RUNNING NORTH 85 DEGREES 16 MINUTES 14 SECONDS WEST A DISTANCE OF 108.19 FEET; THENCE LEAVING A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 60.00 FEET, HAVING A CHORD BEARING OF NORTH 11 DEGREES 39 MINUTES 36 SECONDS WEST FOR AN ARC LENGTH OF 34.33 FEET; THENCE NORTH 61 DEGREES 57 MINUTES 01 SECONDS EAST A DISTANCE OF 105.09 FEET; THENCE SOUTH 66 DEGREES 33 MINUTES 07 SECONDS EAST A DISTANCE OF 25.35 FEET TO SAID POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.