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PREPARED BY: Noreen Linda McInemey (DOC PREP CENTER)

WHEN RECORDED RETURN TO:

97504849

The First National Bank of Chicago

One First National Plaza Chicago, Illinois 60670 ATTN: Brett M. Johnson



BEPT-DI RECORDING

\$37.50

T40010 TRAH 8238 07/14/97 12:16:00

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FRST CHICAGO

Mortgage

THIS MORTGAGE is mad, on June 30, 1997, between American National Bank and Trust Company of Chicago not personally, but as Trustee under a Trust Agreement dated March 31, 1994 and known as Trust Number RV-012358 whose address is 33 North LuSalle Street, Chicago, lattors 60690, (the "Mortgagor") and The First National Bank of Chicago, a national banking association whose address is One First National Plaza, Chicago, Illinois 60670, (the "Mortgagee").

The Mortgagor MORTGAGES, CONVEYS AND WARRANTS to the Mortgagee real property and all the buildings, structures and improvements on it described as:

Land located in the Village of Morton Grove, County of Coch. State of Illinois:

LOTS 1, 2, 3 AND 4 (EXCEPT THAT PART OF SAID LOTS DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4: THENCE NORTH ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF \$4.92 FEET: THENCE EAST 128.90 FEET TO A COINT ON THE NORTHWESTERLY LINE OF GROSS POINT ROAD, SAID POINT BEING 62.60 FEET NORTHEASTEE/A OF THE SOUTHEAST CORNER OF SAID LOT 4: THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY CATE OF GROSS POINT ROAD AFORESAID. A DISTANCE OF 62.60 FEET TO SAID SOUTHWEST CORNER OF LOT 4. THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 4, 100.40 FEET TO THE PLACE OF BEGINNING)

ALSO THE EAST 1/2 AND THE SOUTHEAST 1/2 OF THE VACATED ALLEY ADJOINING LOTS 1, 2, 3 AND 4 (EXCEPT THAT PART OF SAID LOTS DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTWEST CORNER OF SAID LOT 4; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 54.92 FEET: THENCE EAST 128,90 FEET TO A POINT ON THE NORTHWESTERLY LINE OF GROSS POINT ROAD, SAID POINT BEING 62.60 FEET NORTHEASTERLY OF THE SOUTHEAST CORNER OF SAUD LOT 4; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF GROSS POINT ROAD AFGENAID, A DISTANCE OF 62.60 FEET TO SAID SOUTHEAST CORNER OF LOT 4, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 4, 100.40 FEET TO THE PLACE OF BEGINNING)

ALL IN BLOCK 4 IN ARTHUR DUNAS' SECOND TERMINAL SUBDIVISION OF A SUBDIVISION OF LOTS 4 AND 5 OF THE SUBDIVISION OF LOTS 1, 5 AND 6 OF OWNERS SUBDIVISION OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(the "Premises")

Commonly known as: 8248 North Gross Point Road, Morton Grove, Phinois 60053

Tax Parcel Identification No. 18-21-309-011, Volume 120

The Premises also includes all of the Mortgagor's title and interest in the following:

- (1) All easements, rights-of-way, licenses, privileges and hereditaments.
- (2) Land lying in the bed of any road, or the like, opened, proposed or vacated, or any strip or gore, adjoining the Premises.
- (3) All machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever located now or in the future in or upon the Premises and used or useable in connection with any present or future operation of the Premises (all of which is called "Equipment"). It is agreed that all Equipment is part of the Premises and appropriated to

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(4) All mineral, oil, gas and water rights, sopulties, water and water speck, if any.

(5) All arrests or payments including interest under as a result of the exercise of the right of emissast descript; the sh le of any stood, any loca of or dustage to any building or other improvement on the Promises, any other lakely to e in the value of the Promisso, any artificat due us, account of the payment of soul estate tames, assessment and against on imposed upon the Promisso, and the mostaphic attornays' and passingols' fine, easis and d charges beind against or imposed upon the Paus incremed by the Meangages in connection with the collection of any such award or payment.

10. All of the reats, imme, and profes of the Province under progress or Subsections, or otherwise

		("Permitted Berestlengens").
If the Procession	are encumbered by Permitted Recyc	bences, the Montgegor shall perform all obliquious and unde all payments
at reprised by	the Promitted Recombinations. The	e Mangagot shall provide copies of all webings pastaining to Depuiped
Brownbown	and the Wassages is authorized to re	equest and secure that information from any other posters without the economic
	of the Mourener.	

This Mongage secures the 600 ming (the "Debt"):

The price dated Jenne 30, 1914 in the principal amount of \$228,800.00, materials on June 30, 2002 manufal and daller sech Developmental Caltur, Inc. to the Mortgages with interest at the per assure rate of 8.04% on the polani th remaining from time to time unpaid. Inscreen after definit or materity of the note, whether by accommiss or ine, on the principal balancy of the gote sensiting from time to time unpaid thail be at the per annun sate of 11.444:

including the extensions, renewals, modification of replacements without limit as to number or frequency (the "Dule").

PRIVATE ANY ANCIES, CHORS-LIEN AND LIMITATION ON AMOUNT OF MONTGAGE: Netwideleding replains to nised in this Mongage, the amount secured by Am Mongage, including all other present and future, direct and indicate obligations and liabilities of the Mortgagor, or any one of them, with or westout others, but excluding any obligation or duly for personal, family or household expenses unless the ages or guaranty enganely states that it is necessal by this Montgage to the Mortgages, shall not exceed the principal num of \$225/2000 at any one time outstandies.

This Manager shall also secure the performance of the promises and agreezes a countred in this Manager.

The Mortgager promions and agrees as follows:

- 2. PAYMENT OF MEET: PERFORMANCE OF ONLIGATIONS: The Mortgray shall promptly pay when due, whether by accolumnion or otherwise, the Dubt for which the Mortgagor is liable, and shall promptly surfaces all obintions to which the Managager has agreed under the terms of this Mortgage and any loss documents evidencing the Dobs.
- 2. TAXIX: The Mortgagor shall pay, when due, and before any intenset, collection first or payable y shall accoun, all times, mannetts. Anns, impositions, and other charges which may become a tim prior to this Mortgage. 😂 is the Mortgages fail to nts, the Managague may at its option and at the expense of the Managague pay the same at the fee the account of the Montgager. Upon the sequent of the Montgager, the Montgager shall immediately family to the Malayane all matical of amounts due and factifits evidencing payment. The Mortgagor shall promptly notify the Mostgague of any hinlest all or any past of the Promises and shall promptly discharge any unpermised fine or encumbrance.
- 3. CHANGE IN TAXES: In the event of the passige of any line or inquistion, state, federal or manicipal, subsequent to the date of this Montgage, which changes or modifies the base now in faces governing the transion of montgages or date, second by congress, or the moment of collecting shore texas, the Debt shall become due and payable immediately at the option of the
- 4. PREMANCE: Until the Dubt in fully paid, the Moregagor shall keep the Promises and the proceed and fature building and other importunisates on the Promises constantly insured for the benefit of the Montgague against fire and such other has and risks; customerity covered by the standard form of extended coverage and/essentent available in the State where the Prounts on the Promists contractly insured for the benefit of the Mostgance assists fire and such other has in located, including risks of vandsism and mulicious mischief, and shall further provide flood insurance (if the Postnian are inhusted in an artin designated as a flood risk area by the Director of the Federal Emergency Management Agency or as otherwis manism by the Plant Disaster Protection Act of 1973 and regulations insust under it), and such other appropriate insurance as the Mantanger may making from time to time. All insurance policies and renewals must be acceptable to the Mantanges, must provide

the use of the real estate and, whether affile i or annoted or not, that for the purposes of this Mortgage unless the Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged and warranted to the Mortgagee.

(4) All mineral, oil, gas and water rights, royalties, water and water stock, if any.

(5) All awards or payments including interest made as a result of: the exercise of the right of eminent domain; the alteration of the grade of any street, any loss of or damage to any building or other improvement on the Premises, any other injury to or decrease in the value of the Premises, any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Premises, and the reasonable attorneys' and paralegals' fees, costs and disbursements incurred by the Mortgagee in connection with the collection of any such award or payment.

(6) All of the rents, issues and profits of the Premises under present or future leases, or otherwise.

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	("Permitted Encumbrances").
If the Premises are encumbered by Permitted F	incumbrances, the Mortgagor shall perform all obligations and make all payments
	The Mortgagor shall provide copies of all writings pertaining to Permitted
Encumbrances, and the Mortgagee is authorized	to request and receive that information from any other person without the consent
or knowledge of the Montgagor.	

This Mortgage secures the following (the 'Debt'):

The Premises are unencumbered except as follows:

(i) The note dated June 30, 1997 in the principal amount of \$228,000.00, maturing on June 30, 2002 executed and delivered by Search Developmental Center, Inc. to the Mortgagee with interest at the per annum rate of 8.04% on the principal balance remaining from time to time unpaid. Interest after default or maturity of the note, whether by acceleration or otherwise, on the principal balance of the note remaining from time to time unpaid shall be at the per annum rate of 11.04%;

including any extensions, renewals, modifications or replacements without limit as to number or frequency (the "Debt").

FUTURE ADVANCES, CROSS-LIEN AND LIMITATION ON AMOUNT OF MORTGAGE: Notwithstanding anything to the contrary contained in this Mortgage, the amount secure I by this Mortgage, including all other present and future, direct and indirect obligations and liabilities of the Mortgagor, or any one or more of them, with or without others, but excluding any obligation or debt for personal, family or household expenses unless the note or guaranty expressly states that it is secured by this Mortgage to the Mortgagee, shall not exceed the principal sum of 50.3.900.00 at any one time outstanding.

This Mortgage shall also secure the performance of the promises and agreements contained in this Mortgage.

The Mortgagor promises and agrees as follows:

- 1. PAYMENT OF DEBT: PERFORMANCE OF OBLIGATIONS: The Microgagor shall promptly pay when due, whether by acceleration or otherwise, the Debt for which the Mortgagor is liable, and shall promptly perform all obligations to which the Mortgagor has agreed under the terms of this Mortgage and any loan documents evidencing the Debt.
- 2. TAXES: The Mortgagor shall pay, when due, and before any interest, collection fees or penalties shall accrue, all taxes, assessments, fines, impositions, and other charges which may become a lien prior to this Mortgage. Should the Mortgagor fail to make those payments, the Mortgagee may at its option and at the expense of the Mortgagor pay the account of the Mortgagor. Upon the request of the Mortgagee, the Mortgagor shall immediately furnish to the Mortgagee all notices of amounts due and receipts evidencing payment. The Mortgagor shall promptly notify the Mortgagee of any live on all or any part of the Premises and shall promptly discharge any unpermitted lien or encumbrance.
- 3. <u>CHANGE IN TAXES</u>: In the event of the passage of any law or regulation, state, federal or municipal, subsequent to the date of this Mortgage, which changes or modifies the laws now in force governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting those taxes, the Debt shall become due and payable immediately at the option of the Mortgagec.
- 4. <u>INSURANCE</u>: Until the Debt is fully paid, the Mortgagor shall keep the Premises and the present and future buildings and other improvements on the Premises constantly insured for the benefit of the Mortgagee against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the State where the Premises is located, including risks of vandalism and malicious mischief, and shall further provide flood insurance (if the Premises are situated in an area designated as a flood risk area by the Director of the Federal Emergency Management Agency or as otherwise required by the Flood Disaster Protection Act of 1973 and regulations issued under it), and such other appropriate insurance as the Mortgagee may require from time to time. All insurance policies and renewals must be acceptable to the Mortgagee, must provide

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'for payment to the Mortgagee in the event of loss, must require 30 days notice to the Mortgagee in the event of nonrenewal or cancellation, and must be delivered to the Mortgagee within thirty (30) days prior to their respective effective dates. Should the Mortgagor fail to unsure or fail to pay the premiums on any insurance or fail to deliver the policies or certificates or renewals to the Mortgagee, then the Mortgagee at its option may have the insurance written or renewed and pay the premiums for the account of the Mortgagor. In the event of loss or damage, the proceeds of the insurance shall be paid to the Mortgagee atome. No loss or damage shall itself reduce the Debt. The Mortgagee is authorized to adjust and compromise a loss without the consent of the Mortgagor, to collect, receive and receipt for any proceeds in the name of the Mortgagee and the Mortgagor and to endorse the Mortgagor's name upon any check in payment of proceeds. The proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagee in collecting the proceeds and then toward payment of the Debt or any portion of it, whether or not then due or payable, or the Mortgagee at its option may apply the proceeds, or any part to the repair or rebuilding of the Premises provided that the Mortgagor is not then or at any time during the course of restoration of the Premises in default under this Mortgage and has complied with all requirements for application of the proceeds to restoration of the Premises as Mortgagee, in its sole discretion may establish.

5. RESERVES FOR TAXES AND INSURANCE: Mortgagor shall, if requested by Mortgagee, pay to Mortgagee, at the time of and in addition to the scheduled installments of principal and/or interest due under the Debt, a sum equal to (a) the amount estimated by the Mortgagee to be sufficient to enable Mortgagee to pay at least thirty (30) days before they become due and payable, all taxes, assessments and other similar charges levied against the Premises, plus (b) the amount of the annual premiums on any policies of insurance required to be carried by the Mortgagor, divided by (c) the number of installments due each year ((a) and (b) are collectively referred to as the "Charges"). Upon notice at any time, the Mortgagor will, within ten (10) days, deposit much additional sum as may be required for the payment of increased Charges. These sums may be commingled with the general funds of the Mortgagee, and no interest shall be payable on them nor shall these sums be deemed to be held in trust for the benefit of the Mortgagor. Notwithstanding payment of any sums by the Mortgagor to the Mortgagee under the terms of this section, the Mortgagee shall have no obligation to pay any Charges. The obligation of the Mortgager to pay the Charges is not affected or modified by the arrangements set out in this section. Payment by the Mortgagee on any one or more occasions of all or any part of the Charges shall not be construed as obligating it to pay any Charges on any other occasion. If the Mortgagee elects to pay any Charge, it shall not be required to do so at any time prior to the date on which penalties, interest or collection fees begin to accrue. If the Mortgagee elects to pay any premium on any policy of insurance required to be carried by the Mortgagor, it may do so at any time prior to the cancellation of the policy.

In the event of foreclosure of this Mortgage, any of the moneys the semaining on deposit with the Mortgagee or its agent shall be applied against the Debt prior to the commencement of foreclosure proceedings. Any default by the Mortgagor in the performance of the provisions of this section shall constitute a default under this Mortgage.

- 6. WASTE: The Mortgagor shall not commit or permit waste on the Premises nor do any other act causing the Premises to become less valuable. The Mortgagor will keep the Premises in good order and repair and in compliance with all material respects with any law, regulation, ordinance or contract affecting the Premises and, from those to time make all needful and proper replacements so that fixtures, improvements and Equipment will at all times be in good condition, fit and proper for their respective purposes. Should the Mortgagor fail to effect any necessary repairs, the Mortgagee may at its option and at the expense of the Mortgagor make the repairs for the account of the Mortgagor. The Mortgagor shall use the Premises in conformance with all applicable laws, ordinances and regulations. The Mortgagoe or its authorized agent shall have the right to enter upon and inspect the Premises at all reasonable times. The Mortgagor unconditionally agrees to timely pay all fees with respect to inspections of the Premises.
- 7. <u>ALTERATIONS. REMOVAL</u>: No building, structure, improvement, fixture, personal property, or Equipment constituting any part of the Premises shall be removed, demolished or substantially altered without the prior written consent of the Montgagee.
- 8. PAYMENT OF OTHER OBLIGATIONS: The Mortgagor shall also pay all other obligations which may become liens or charges against the Premises for any present or future repairs or improvements made on the Premises, or for any other goods, services, or utilities furnished to the Premises and shall not permit any lien or charge of any kind securing the repayment of borrowed funds (including the deferred purchase price for any property) to accrue and remain outstanding against the Premises.
- 9. ASSIGNMENT OF LEASES AND RENTS: As additional security for the Debt, the Mortgagor assigns to the Mortgagor all oral or written leases, and the rents, issues, income and profits under all leases or licenses of the Premises, present and future. The Mortgagor will comply with all terms of all leases.
- 16. ASSIGNMENT OF INTEREST AS TENANT OR PURCHASER: If the Mortgagor's interest in the Premises is that of a tenant or a purchaser, the Mortgagor also assigns, mortgages and warrants to the Mortgagoe, as additional accurity for the Debt, all of the Mortgagor's title and interest in and to the agreements by which it is leasing or purchasing any part or all of the

Promises, behaling all modification, market and elements the day purchase epition to be paid by it under the base, band content or other agreement when each installment becomes the and popular obstact by acceleration or otherwise. The Manageger further agrees to pay and perform all of its other obligations under the beau, land content or other agreement.

If the Managaper definite in the payment of any installment of met, principal, insures or in the payment or purferments of any other abilities under the approximate, the Managaper shall have the right, but not the obligation, to pay the installment or lesselfments and to pay or perform the other obligations on behalf of and at the angenus of the Managaper. If the Managaper manipus a winter notice of the Managaper's definit under the loane, land contract or other approximat, it may make an that universe to take any axion it doesno increasely or requestable to case a definit over if the Managaper quantions or desire the emisters or names of the definit.

- 11. MICHATY ACMEDITY: This Mortgage also constitutes a security agreement within the menting of the Minnis Uniform Commercial Code (the "UCC") and the Mortgagor grants to the Mortgagor a security interest in any Equipment and other purposity included within the definition of Premises. Accordingly, the Mortgagor shall have all of the rights and securities to a secured purty under the UCC. Upon the occurrence of an event of defeats under this Mortgago, the Mortgago shall have, in addition to the mortion provided by this Mortgage, the right to use any method of disposition of collected authorized by the UCC with respect to the position of the Premises subject to the UCC.
- (2. MINISTRATE) IF ADVANCES: If the Managagor fiels to purfere any of its obligations under this blantagic, or if any station or proceeding is commenced which materially affects the Managagor's interest in the Promises (technical limited to a line principly dispute, example code and account, insolvency, healtraptcy or produce proceedings), then the Managagor at its sole option may make appearance, disburse name and take any action it doesn necessary to purfect its interest (including but not limited to disbursement of respectable attentorys' and paralegals' from and entry upon the Provision to make appain). Any amounts disbursed shall become additional Debt, shall be immediately due and pupole upon action from the Managagor to the Managagor, and shall bear inserter at the highest case permisted under any of the instruments oridinating any of the Debt.
- 13. MINE ON TRANSPORT: Notwithstanding any other provisions of this Mortgage, no sale, home, managege, trust deed, grant by Mortgages of an encumbrance of any kind, conveyance, manufer of occumpancy or possession, contact to sall, or transfer of the Promises, or any past themos, or sale or transfer of owners sign of any beneficial interest or power of direction in a hard trust which habits title to the Promises, shall be made without the prior values consent of Mortgages.
- 14. NO ADMITIONAL LUEN: The Mongagor covenants not in some any merapage, security agreement, antigement of Innex and sended or other agreement granting a liest against the interest of the Mongagor in the Promises without the painr written consent of the Mongagor, and then only when the document granting that him expensely provides that it shall be subject to the lies of this Mongago for the full amount secured by this Mongago and shall also be radject and substitute to all present and finese frame affecting the Provision.
- 15. IMPLET ROMARE: Notwithstanding any taking under the power of unjust. Orders, alternion of the graph of any send, alloy, or the like, or other injury or damage to or decrease in value of the Promises by any public or quasi-public unlaring or composition, the Montgages shall continue to pay the Dobt in accordance with the turns of the and—bring loan decreases until any around or payment shall have been actually monived by the Montgages. By encouring this Montgage, the Montgages taking the varies proceeds of any around or payment and any instants to the Montgages. The proceeds that, he applied first trough a minimum of all costs and expenses of the Montgages in collecting the proceeds, including manuscule arranges and passingly. Then, and then toward payment of the Duke whether or not then due or payable, or the Montgages at the second supply the proceeds, or my part to the absence, respectation or induiting of the Premises.
- 16. EMSTACHMENTAL PROVISIONS: From time to time the Mongagor has or will encoure and deliver Environmental Certification to the Mongagoe, which include representations, warranties, covenants, industrializations and a night of entry. The stant Thomas Environmental Certificate that supercode all prior Environment Certificate, and its provisions are incorporated into this Moreago.
 - 17. EVENTS OF REFAULT/ACCELERATION: Upon the occurrence of any of the following, the Mortgague shall be entitled to entities its numeries under this Montgage or as otherwise provided by her: (1) The Montgages or, if other then the Mortgages or all of the undersigned, any principal obligor of the Debt (collectively, the "Burnsoure") fails to pay when due any amount payable under the note(s), the guaranty, or any other agreement evidencing the Debt (2) the Mortgages or Bussians to observe or perform any other terms of the note(s), the guaranty, or any other agreement evidencing the Debt or (b) makes any materially incorrect or michaeling separatement in any financial statement or other information delivered to the Mortgages; (3) there is a default under the terms of this Mortgage, any bear agreement, mortgage, security agreement or other determent

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Premises, including all modifications, energies and execusions and any purchase options contained in that or any other agreement. The Mortgagor agrees to pay each installment of tent, principal and interest required to be paid by it under the lease, land contract or other agreement when each installment becomes due and payable whether by acceleration or otherwise. The Mortgagor further agrees to pay and perform all of its other obligations under the lease, land contract or other agreement.

If the Mortgagor defaults in the payment of any installment of rent, principal, interest or in the payment or performance of any other obligation under the agreements, the Mortgagee shall have the right, but not the obligation, to pay the installment or installments and to pay or perform the other obligations on behalf of and at the expense of the Mortgagor. If the Mortgagee receives a written notice of the Mortgagor's default under the lease, land contract or other agreement, it may rely on that notice as cause to take any action it deems necessary or reasonable to cure a default even if the Mortgagor questions or denies the existence or nature of the default.

- 11. SECURITY AGREEMENT: This Mortgage also constitutes a security agreement within the meaning of the Illinois Uniform Commercial Code (the "UCC") and the Mortgagor grants to the Mortgagee a security interest in any Equipment and other personal property included within the definition of Premises. Accordingly, the Mortgagee shall have all of the rights and remedies available to a secured party under the UCC. Upon the occurrence of an event of default under this Mortgage, the Mortgagee shall have, in addition to the remedies provided by this Mortgage, the right to use any method of disposition of collateral authorized by the UCC with respect to any portion of the Premises subject to the UCC.
- 12. REIMBURSENT OF ADVANCES: If the Mortgagor fails to perform any of its obligations under this Mortgage, or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the Premises (including but not limited to a lien priority dispute, encident domain, code enforcement, insolvency, bankruptcy or probate proceedings), then the Mortgagee at its sole option may make appearances, disburse sums and take any action it deems necessary to protect its interest (including but not limited to disbursement of reasonable attorneys' and paralegals' fees and entry upon the Premises to make repairs). Any amounts disbursed shall become additional Debt, shall be immediately due and payable upon notice from the Mortgagor, and shall bear interest at the highest rate permitted under any of the instruments evidencing any of the Debt.
- 13. <u>DUE ON TRANSFER</u>: Notwithstanding any other, provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyand; transfer of occumpancy or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of owns rship of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.
- 14. NO ADDITIONAL LIEN: The Mortgagor covenants not to execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against the interest of the Mortgagor in the Premises without the prior written consent of the Mortgagee, and then only when the document granting that lieu expressly provides that it shall be subject to the lien of this Mortgage for the full amount secured by this Mortgage and shall also be subject and subordinate to all present and future leases affecting the Premises.
- 15. EMINENT DOMAN: Notwithstanding any taking under the power of eminent domain, alteration of the grade of any road, alley, or the like, or other injury or damage to or decrease in value of the Premises by any public or quasi-public authority or corporation, the Mortgagor shall continue to pay the Debt in accordance with the terms of the underlying loan documents until any award or payment shall have been actually received by the Mortgagee. By executing this Mortgage, the Mortgagor assigns the entire proceeds of any award or payment and any interest to the Mortgagee. The proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagee in collecting the proceeds, including reasonable attorneys' and paralegals' fees, and then toward payment of the Debt whether or not then due or payable, or the Mortgagee at its critical may apply the proceeds, or any part to the alteration, restoration or rebuilding of the Premises.
- 16. ENVIRONMENTAL PROVISIONS: From time to time the Mortgagor has or will execute and deliver Environmental Certificates to the Mortgagee, which include representations, warranties, covenants, indemnifications and a right of entry. The most recent Environmental Certificate shall supersede all prior Environmental Certificates, and its provisions are incorporated into this Mortgage.
- 17. EVENTS OF DEFAULT/ACCELERATION: Upon the occurrence of any of the following, the Mortgagee shall be entitled to exercise its remedies under this Mortgage or as otherwise provided by law: (1) The Mortgagor or, if other than the Mortgagor or all of the undersigned, any principal obligor of the Debt (collectively, the "Borrower") fails to pay when due any amount payable under the note(s), the guaranty, or any other agreement evidencing the Debt; (2) the Mortgagor or Borrower (a) fails to observe or perform any other term of the note(s), the guaranty, or any other agreement evidencing the Debt or (b) makes any materially incorrect or misleading representation in any financial statement or other information delivered to the Mortgage; (3) there is a default under the terms of this Mortgage, any loan agreement, mortgage, security agreement or other document

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executed as part of the Debt transaction, or any guaranty of the Debt becomes unenforceable in whole or in part, or any guarantor fails to promptly perform under its guaranty; (4) the Mortgagor or Borrower fails to pay when due any amount payable under any note or agreement evidencing debt to the Mortgagee, or defaults under the terms of any agreement or instrument relating to or securing any debt for borrowed money owing to the Mortgagee; (5) a "reportable event" (as defined in the Employee Retirement Income Security Act of 1974 as amended) occurs that would permit the Pension Benefit Guaranty Corporation to terminate any employee benefit plan of the Mortgagor or Borrower or any affiliate of the Mortgagor or Borrower; (6) the Mortgagor or Borrower becomes insolvent or unable to pay its debts as they become due; (7) the Mortgagor or Borrower (a) makes an assignment for the benefit of creditors, (b) consents to the appointment of a custodian, receiver, or trustee for itself or for a substantial part of its assets, or (c) commences any proceeding under any bankruptcy, reorganization, liquidation, insolvency or similar laws of any jurisdiction; (8) a custodian, receiver or trustee is appointed for the Mortgagor or Borrower or for a substantial mart of its assets without its consent and is not removed within 60 days after the appointment; or the Mortgagor or Borrower consents to the appointment; (9) proceedings are commenced against the Mortgagor or Borrower under any bankruptcy, reorganization, liquidation, or similar laws of any jurisdiction, and they remain undiscussed for 60 days after commencement; or the Mortgagor or Borrower consents to the commencement of those proceedings; (10) any judgment is entered against the Mortgagos or Borrower, or any attachment, levy, or garnishment is issued against any property of the Mortgagor or Borrower; (11) any proceedings are instituted for the foreclosure of collection of any mortgage, judgment or lien affecting the Premises; (12) the Mortgagor setts, transfers or hypothecates any part of the Premises except as provided in this Mortgage without the prior written consent of the Mortgagee; (13) the Mortgagor or Borrower dies; (14) the Mortgagor or Borrower, without the Mortgagee's written consent, (a) is dissolved, (b) merges or consolidates with any third party, (c) sells or otherwise conveys a material part of its assets or business outside the ordinary course of its business, (a) hases, purchases or otherwise acquires a material part of the assets of any business entity outside the ordinary course of its business, or (e) agrees to do any of the foregoing; (15) there is a substantial change in the existing or prospective financial condition of the Mortgagor or Borrower which the Mortgagee in good faith determines to be materially activerse.

18. <u>REMEDIES ON DEFAULT</u>: Upon the occurrence of any event of default, the Mortgagee may exercise all of the rights, powers and remedies expressly or impliedly content of on or reserved to it under this Mortgage or any other related document, or now or later existing at law or in equity, including without limitation the following: (1) declare the Debt to be immediately due, (ii) proceed at law or in equity to collect the Debt and process to foreclose this Mortgage, or otherwise pursue any of its rights or semedies, and (iii) exercise any of its rights, powers or remedies pursuant to the UCC.

The Mortgagee in any suit to foreclose this Mortgage shall are entitled to the appointment of a receiver of the rents, leases and profits of the Premises as a matter of right and without notice (without regard to the value of the Premises), and the Mortgagor specifically consents to that appointment without notice. The Premises may be sold in one parcel as an entirety or in such parcels, manner and order as the Mortgagee may elect. By executing this Mortgage, the Mortgagor waives, in the event of a foreclosure of this Mortgage or the enforcement by the Mortgagee of any other rights and remedies in this Mortgage, any right otherwise available in respect to marshalling of assets which secure the Debt or to require the afortgagee to pursue its remedies against any other such assets. The Mortgagor waives all errors and imperfections in any proceedings instituted by the Mortgagee to enforce any of its rights and remedies.

19. PLEDGE: If the Mortgagor is not liable for all or any part of the Borrower's obligations to the Mortgagee, then it agrees that: (a) If any monies become available to the Mortgagee from the Borrower that it can apply to any debt, the Bank may apply them to debt not secured by this Mortgage. (b) Without notice to or the consent of the Mortgagor, the Mortgagee may (i) take any action it chooses against any Borrower, against any collateral for the Debt, or against any other person liable for the Debt; (ii) release any Borrower or any other person liable for the Debt, release any collateral for the Debt, and neglect to perfect any interest in any collateral; (iii) forbear or agree to forbear from exercising any rights or remedies, including any right of setoff, that it has against the Borrower, any other person liable for the Debt, or any other collateral for the Debt; (iv) extend to any Borrower additional Debt to be secured by this Mortgage; or (v) renew, extend, modify or amend any Debt, and deal with any Borrower or any other person liable for the Debt as it chooses. (c) None of the Mortgagor's obligations under this Mortgage are affected by (i) any act or omission of the Mortgagee; (ii) the voluntary or involuntary tiquidation, sale or other disposition of all or substantially all of the assets of any Borrower; (iii) any receivership, insolvency, bankruptcy, reorganization or other similar proceedings affecting any Borrower or any of its assets; or (iv) any change in the composition or structure of any Borrower or any Mortgagor. including a merger or consolidation with any other entity. (d) The Mortgagee's rights under this section and this Mortgage are unconditional and absolute, even if all or any part of any agreement between the Borrower and the Mortgagor is unenforceable, voidable, void or illegal, and regardless of the existence of any defense, setoff or counterclaim that a Borrower may be able to assert against the Mortgagor. (e) It waives all rights of subrogation, contribution, reimbursement, indemnity, exoneration, implied contract, recourse to security, and any other claim (as that term is defined in the federal Bankruptcy Code, as amended from time to time) that it may have or acquire in the future against any Borrower, any other person hable for the Debt, or any collateral for the Debt, because of the existence of this Mortgage, the Borrower's performance under this Mortgage, or the Mortgagor's availing

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hadf of any rights or sequelies trade this literappy. (f) if any payment or the beautypyse in any of the Beautif or paidally translated, as taking declared franklistes or sequend to be separate to the Boureover or supress separately the Boureover or the Boureover's conditions under any hostospacy or implement set or order, under any state or fielded have, or under common has or equipable principles, then this Mongage shall remain in full force and office or be reinstand, as the case may be, until payment in full to the Book of the repoid amounts, and of the Pole. If this Montgage must be minutated, the Montgages agrees to common and deliver to the Managages was montgages, if messeapy, in force and substances acceptable to the Montgages, covering the Postsjans.

- 28. IN PERSONATIONS BY MORTGAGOR: Manager represent that: (a) it is a corporating duly regarded, entiting and in gold standing paramet to the laws under which it is equation; and (b) the execution and delivery of this Montgage, and the purhameter of the obligations it imposes (i) are within its possess, (ii) have been duly authorized by all nacessary antims of its head of discretes, and (iii) do not contravene the terms of its articles of incorporation, by-laws, or any other agreement governing its affairs. The Mortgager separates that: (a) the execution and delivery of this Montgage and the performance of the obligations it imposes do not violate any law, condict with any agreement by which it is bound, or require the constant or approved of any governmental authority or other third party; (b) this Mortgage is a valid and binding agreement, understable according to its terms and (c) all before shorts, statements of income, cash flow, retained comings, and other financial automates familial to the Bush are accusted and fairly a fact the financial condition of the organization(s) and person(s) to which they apply on their offentive dates, inchesting no impact livery type, which financial condition has not changed masterilly and advancely since these dates.
- (a) how from our party to spother relating to this Mortgage that he downed offictive if made in writing findaling to communications; (a) delivered to the recipient's address, takes number or takesque member set fault above by any of the following memor: (a) have payers. (b) registered or certified mail, possage propoid, with return model requested, (c) first class or order wire transmission with request for spacetimes of moript in a memor typical with request to orderate the qualitations of that type. Notice made in accordance with this paragraph shall be demand delivered upon stoches if delivered by hand or who transmission. 3 business days after mailing if molicial by first class registered or certified mail or one business day after mailing or deposit with an oversight courier service if delivered by express stail or oversight courier. This matice provision shall be impolicial or non-judicial proceeding class for governe the manner and timing of autices in foreclasses or attainmently proceedings.
- 22. MINICELLANGUES: If any provision of this Morgage is in conflict with any statute or rule of low or is otherwise quantificantilly for any means whenever, then that provision is will to the estent of the conflict or manifestability, and around them but does not invalidate any other provision of this Mortgage. For wrives by the Mortgages of any right or manife or tribing to insist on strict performance by the Mortgager, wrives any right or recently of the Mortgages, and distribute and sumalise of the same right or numely by the Mortgages for any subsequence of fault by the Mortgages, and all rights and sumalise of the Mortgages are consultative.

These promises and agreements bind and these rights benefit the parties and their regular secretors, and assigns. If these it more than one Moregagor, the obligations under this Moregago are joint and several.

This Manager is governed by Minois law except to the extent it in presupted by Federal law or regulations.

- 23. MPTA: The transaction contemplated by this Agreement is not subject to the Minnis Responsable Property Transfer Act, M. Bay. Stat. ct. 30, per. 504 at seq ("RPTA"), and delivery and recording of a dischause document is the required. In the event it is descended that RPTA does apply to this transaction, Mortgagor coverants and agrees to comply with the recording of mid and pay all costs and expenses associated therewish, including but not limited to, the costs associated with the recording of mid dischause document.
- 24. WANTE OF HOMESTEAD RIGHT: The Montgagor expressly waives all rights and bundles under and by whose of the Montated Exemption Laws of the State of Blimps. The Montgagor expressly waives any and all rights in propert to montalling of mosts which secure the Dobt or to require the Montgagor to pursue its remarkes against any other annua.
- 28. WANTER OF RECEIT OF REDEMINION: EXCEPT AS MAY OTHERWISE BE PROBRINTED OR IN THE SWINT THE PRIMITIES ARE AND CONTINUE TO QUALIFY AS RESIDENTIAL PROPERTY AS DEFINED BY THE LAWS OF BLUMME REGARDING PORECLOSURE OF MORTGAGES, THE MORTGAGER WAIVES ANY AND ALL RIGHTS OF BEDIMPHON FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORBCLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF BLUNGS REGARDING PORBCLOSURE OF MORTGAGES, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PRIMMISS AS OF OR SURSEQUENT TO THE DATE OF THIS MORTGAGE.

itself of any rights or remedies under the storage. (f) It my payment to the Mortgagor on any of the Debt is wholly or partially invalidated, set aside, declared fraudulent or required to be repaid to the Borrower or anyone representing the Borrower or the Borrower's creditors under any bankruptcy or insolvency act or code, under any state or federal law, or under common law or equitable principles, then this Mortgage shall remain in full force and effect or be reinstated, as the case may be, until payment in full to the Bank of the repaid amounts, and of the Debt. If this Mortgage must be reinstated, the Mortgagee agrees to execute and deliver to the Mortgagor new mortgages, if necessary, in form and substance acceptable to the Mortgagor, covering the Premises.

- 20. REPRESENTATIONS BY MORTGAGOR: Mortgagor represents that: (a) it is a corporation duly organized, existing and in good standing pursuant to the laws under which it is organized; and (b) the execution and delivery of this Mortgage, and the performance of the obligations it imposes (i) are within its powers, (ii) have been duly authorized by all necessary action of its board of directors, and (iii) do not contravene the terms of its articles of incorporation, by-laws, or any other agreement governing its affairs. The Mortgagor represents that: (a) the execution and delivery of this Mortgage and the performance of the obligations it imposes do not violate any law, conflict with any agreement by which it is bound, or require the consent or approval of any governmental authority or other third party; (b) this Mortgage is a valid and binding agreement, enforceable according to its terms; and (c) all balance sheets, statements of income, cash flow, retained earnings, and other financial statements furnished to the Bank are accurate and fairly reflect the financial condition of the organization(s) and person(s) to which they apply on their effective dates, including contingent in bilities of every type, which financial condition has not changed materially and adversely since those dates.
- 21. NOTICES: Notice from one party to another relating to this Mortgage shall be deemed effective if made in writing (including telecommunications) and delivered to the recipient's address, telex number or telecopier number set forth above by any of the following means: (a) hard delivery, (b) registered or certified mail, postage prepaid, with return receipt requested, (c) first class or express mail, postage prepaid, (d) Federal Express, Purolator Courier or like overnight courier service, or (e) telecopy, telex or other wire transmission with equest for assurance of receipt in a manner typical with respect to communications of that type. Notice made in accordance with (a) paragraph shall be deemed delivered upon receipt if delivered by hand or wire transmission, 3 business days after mailing of mailed by first class registered or certified mail or one business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier. This notice provision shall be inapplicable to any judicial or non-judicial proceeding where stare law governs the manner and timing of notices in foreclosure or receivership proceedings.
- 22. MISCELLANEOUS: If any provision of this Mortgage is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then that provision is void to the extent of the conflict or unenforceability, and severed from but does not invalidate any other provision of this Mortgage. No waiver by the Mortgagee of any right or remedy granted or failure to insist on strict performance by the Mortgagor, waives any right or remedy of the Mortgagee, and does the subsequent exercise of the same right or remedy by the Mortgagee for any subsequent default by the Mortgagor, and all rights and remedies of the Mortgagee are cumulative.

These promises and agreements bind and these rights benefit the parties and their respective successors, and assigns. If there is more than one Mortgagor, the obligations under this Mortgage are joint and several.

This Mortgage is governed by Illinois law except to the extent it is preempted by Federal and or regulations.

- 23. IRPTA: The transaction contemplated by this Agreement is not subject to the Illinois Desponsible Property Transfer Act, Ill. Rev. Stat. ch. 30, par. 901 et seq ("IRPTA"), and delivery and recording of a disclosure docum ut is not required. In the eyent it is determined that IRPTA does apply to this transaction, Mortgagor covenants and agrees to comply who the provisions of IRPTA and pay all costs and expenses associated therewith, including but not limited to, the costs associated with the recording of shid disclosure document.
- 24. WAIVER OF HOMESTEAD RIGHT: The Mortgagor expressly waives all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois. The Mortgagor expressly waives any and all rights in respect to marshalling of assets which secure the Debt or to require the Mortgagee to pursue its remedies against any other assets.
- 25. WAIVER OF RIGHT OF REDEMPTION: EXCEPT AS MAY OTHERWISE BE PROHIBITED OR IN THE EVENT THE PREMISES ARE AND CONTINUE TO QUALIFY AS RESIDENTIAL PROPERTY AS DEFINED BY THE LAWS OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, THE MORTGAGOR WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

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16. WAIVER OF JURY TRIAL: THE MORTGAGEE AND THE MORTGAGOR, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED ON OR ARISING OUT OF THIS MORTGAGE OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS MORTGAGE, OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER OF THEM. NEITHER THE MORTGAGEE NOR THE MORTGAGOR SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER THE MORTGAGEE OR THE MORTGAGOR EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM.

공 및 중 한 의 전 기 최 전 전 경 경	MORTGAGOR:
French of the fire	American National Bank and Trust Company of Chicago not personally, but as Trustee under a Trust Agreement dated March 31, 1994, and known as Trust Number RV-012358
By:	7-61
By:	EILEEN F. NEARY
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, a Notary Public in and	for said County, in the 50 & Moretall, do lefteby certify that
EVERN F. Nearly Trush officer of Corporation) (as	CINCOL VI C C C C C C C C C C C C C C C C C C
of said (corporation) (association) personally known to me foregoing instrument as such <u>rost offices</u> and before me this day in person and acknowledged that they signed and	to be the same persons whose names are subscribed to the said instrument as their one state of the said instrument as the said instrum
acts, and as the tree and voluntary act of said (corporation) (associ-	ation), as Trustee, for the uses and purposes therein set forth;
and the said Trust of the e-task of said (corporation) (association), a	did also then and there ashumutus as a second
Trustee, for the uses and numous therein set forth	r free and voluntary act of said (corporation) (association), as
Given under my hand and notarial seal this day of	19 4 7.
Given under my hand and notarial seal this (2) day of My Commission Expires:	Buan The Notary Public
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