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Cook County Recorder 69.50



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(above space for recorder's use only)

**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF
LEASES AND RENTS, AND UCC FINANCING STATEMENT**

This instrument is effective and shall remain effective as a financing statement filed as a fixture filing with respect to all goods which are or are to become fixtures on the real estate herein described, and is to be filed for record in the real estate records of Cook County, Illinois. The mailing address of Mortgagee (creditor) and the address of mortgagor (debtor) are set forth within. A photographic or other reproduction of this instrument or any financing statement relating to this instrument shall be sufficient as a financing statement.

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Prepared by and to be returned to after recording:
Bank of Northern Illinois, National Association
Commercial Loan Department
1313 Delany Road
Gurnee, Illinois 60031



1409-7793 946 TMS D3

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND UCC FINANCING STATEMENT is made May 18, 1999 between Chicago Title Land Trust Co. as Trustee u/t/a dated May 29, 1968 & known as Trust #52196, hereinafter referred to as Mortgagor, and Bank of Northern Illinois, National Association, a national banking association, hereinafter referred to as Mortgagee.

WITNESSETH:

WHEREAS, Clavey Properties, L.L.C. is/are indebted to Mortgagee in the principal sum of Five Hundred Forty Three Thousand Seven Hundred Fifty and 00/100's Dollars (\$543,750.00) ("Principal"), which indebtedness is evidenced by a certain Installment Note of even date herewith executed by Clavey Properties, L.L.C. ("Note"), and which Note bears a maturity date of May 18, 2014. The Note is incorporated herein by reference;

WHEREAS the party(ies) with the power of direction over Mortgagor has/have directed Mortgagor to execute this Mortgage;

NOW, THEREFORE, the Mortgagor does hereby MORTGAGE, GRANT AND CONVEY to the Mortgagee the real property located in Cook County, Illinois described on Exhibit A (referred to herein as the "Premises"), to secure to Mortgagee (a) the repayment of the indebtedness evidenced by the Note and, with interest thereon, and all renewals, extensions and modifications thereof, (b) the payment of all other sums, with interest, advanced in accordance herewith to protect the security of this Mortgage; (c) the payment of such additional sums with interest thereon which may be hereafter loaned to Mortgagor by Mortgagee or advanced under the Loan Documents (defined below) even though the aggregate amount outstanding at any time may exceed the original principal balance stated herein and in the Note (provided however, that the indebtedness secured by this Mortgage shall in no event exceed an amount equal to three hundred percent (300%) of the face amount of the Note); and (d) the due, prompt and complete performance of each and every covenant, condition and agreement in this Mortgage, the Note and every other agreement, document and instrument which, at any time evidences or secures the indebtedness evidenced by the Note (this Mortgage, the Note and all such other instruments are sometimes collectively referred to as the "Loan Documents");

The Premises shall include (i) all improvements now or hereafter constructed upon or erected upon or located on the real estate legally described in Exhibit A attached hereto, all tenements, easements, rights-of-way and rights used as a means of access thereto; (ii) all rents, issues, royalties, income, proceeds, profits and other benefits thereof, and any after-acquired title, franchise, or license and the reversions or remainders thereof, for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily); (iii) any and all awards, payments or insurance proceeds, including interest thereon, and the right to receive such awards, payments or proceeds, which may be paid or be payable with respect to the Premises as a result of (A) the exercise of the right of eminent domain or (B) the change of the grade of any street, or (C) any fire, casualty, accident, damage or other injury to or decrease in the value of the Premises, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Mortgagee, and of reasonable attorneys' fees incurred by Mortgagee in the collection of such award or payment; and (iv) all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, refrigerators, curtain and drapery fixtures, partitions, attached floor covering, now or hereafter therein or thereon, and all fixtures and appurtenances thereto now or hereafter belonging or pertaining to the real estate legally described in Exhibit A attached hereto, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing): all fixtures, apparatus, equipment and articles of property, all such items shall collectively be referred to as the "Personal Property") it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared, to the maximum extent permitted by law, to form a part and parcel of the real estate and to

be appropriated to the use of the real estate, and shall be for the purposes of this Mortgage deemed to be real estate and conveyed and mortgaged hereby; provided, however, as to any of the property aforesaid which does not so form a part and parcel of the real estate or does not constitute a "fixture" (as defined in the Uniform Commercial Code of Illinois (the "Code"), this Mortgage is hereby deemed to also be a Security Agreement under the Code for purposes of granting a security interest in such property, which Mortgagor hereby grants to Mortgagee, as Secured Party (as defined in the Code), as more particularly provided in Paragraph 37 of this Mortgage.

TO HAVE AND TO HOLD the Premises, with all rights, privileges and appurtenances belonging thereto, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, together with all right to retain possession of the Premises after any Event of Default (as hereinafter defined).

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Title

Mortgagor represents and warrants to Mortgagee that (a) Mortgagor is the holder of the fee simple title to the Premises, free and clear of all liens, encumbrances, easements, covenants, conditions and restrictions including with respect to the fixtures and personal property referred to in this Mortgage, security interests, conditional sales contracts, title retention, financing devices and anything of a similar nature (except those made or entered into by a tenant of the Premises), except such liens and encumbrances as shall have been expressly approved in writing by Mortgagee, and (b) Mortgagor has good and full legal power and authority to grant, mortgage and convey, and grant a security interest in, the Premises and such fixtures and personal property.

2. Maintenance, Payment of Prior Liens, etc.

Mortgagor shall:

2.1 keep the Premises in good condition and repair, without waste, and free from mechanics' liens or other lien, except that Mortgagor shall have the right to contest by appropriate proceedings diligently prosecuted the validity or amount of any such lien, if Mortgagor within fifteen (15) days after the filing thereof;

2.1.1 places a bond with Mortgagee in an amount, form content and issued by a surety reasonably acceptable to Mortgagee for the payment of any such lien; or

2.1.2 causes the title company which has issued the loan policy of title insurance to Mortgagee insuring the lien of this Mortgage to issue an endorsement thereto insuring against loss or damage on account of any such lien;

2.2 immediately pay when due any indebtedness which may be secured by a lien or charge on the Premises superior or inferior to or at parity with the lien of this Mortgage (no such superior, inferior or parity lien to be permitted hereunder), and upon request exhibit satisfactory evidence of the discharge of any such lien to Mortgagee;

2.3 not cause or permit the commencement of construction of any improvements on all or any portion of the Premises, without the prior written consent of Mortgagee;

2.4 comply with all requirements of law, municipal ordinances and declarations and restrictions of record with respect to the Premises and the use and development of the Premises, including without limitation, those relating to zoning, environmental protection, health, fire and safety;

2.5 pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note;

2.6 not initiate or consent to any zoning reclassification, without the prior written consent of Mortgagee; and

2.7 duly perform and observe all of the covenants, terms, provisions and agreements herein, in the Note or in the Loan Documents on the part of Mortgagor to be performed and observed within the applicable cure periods.

3. Payment of Taxes and Assessments

Mortgagor shall pay before any penalty or interest attaches all general taxes, special taxes, special assessments, water charges, sewer service charges, and all other liens or charges levied or assessed against the Premises, or any interest therein, of any nature whatsoever when due, and shall furnish to Mortgagee duplicate receipts of payment therefor. If any special assessment is permitted by applicable law to be paid in installments, Mortgagor shall have the right to pay such assessment in installments, so long as all such installments are paid prior to the due date thereof. Notwithstanding anything contained in this Mortgage to the contrary, Mortgagor shall have the right to protest any taxes assessed against the Premises, so long as such protest is conducted in good faith by appropriate legal proceedings diligently prosecuted and Mortgagor shall furnish to the title insurer such security or indemnity as the title insurer requires to induce it to issue an endorsement, in form and substance acceptable to Mortgagee, insuring over any exception created by such protest.

4. Tax Deposits

Upon request by Mortgagee in writing, Mortgagor covenants and agrees to deposit with Mortgagee, commencing ten (10) days following such written request and on the first day of each month thereafter until the indebtedness secured by this Mortgage is fully paid, an amount equal to one-twelfth (1/12th) of the annual taxes and assessments (general and special) on the Premises, as reasonably determined by Mortgagee. In addition to the foregoing, if requested by Mortgagee, Mortgagor shall deposit with Mortgagee an amount of money, which together with the aggregate of the monthly deposits to be made pursuant to the immediately preceding sentence as of one month prior to the date on which the total annual taxes and assessments for the current calendar year become due, shall be sufficient to pay in full the total annual taxes and assessments estimated by Mortgagee to become due and payable with respect to the Premises for the current calendar year. Such deposits are to be held without any allowance or interest and are to be used for the payment of taxes and assessments (general and special), on the Premises next due and payable when they become due. Mortgagor may, at Mortgagee's option, pay such taxes and assessments when the same become due and payable (upon submission of appropriate bills therefor from Mortgagor and without inquiry into the validity or invalidity of such taxes, assessments, or other similar charges) or shall release sufficient funds to Mortgagee for payment of such taxes and assessments. If the funds so deposited are insufficient to pay any such taxes and assessments (general or special) for any year when the same shall become due and payable, Mortgagor shall within ten (10) days after receipt of demand therefor, deposit additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits. Said deposits need not be kept separate and apart from any other funds of Mortgagee.

5. Mortgagee's Interest In and Use of Deposits

In the event of a default in any of the provisions contained in this Mortgage or the Note secured hereby, the Mortgagee may at its option, without being required to do so, apply any monies at the time on deposit pursuant to Paragraphs 4 or 6 hereof, on any of Mortgagor's obligations herein or to the indebtedness evidenced by the Note, in such order and manner as Mortgagee may elect. When the indebtedness secured by this Mortgage has been fully paid, any remaining deposits shall be paid to Mortgagor. Such deposits are hereby pledged as additional security for the indebtedness secured by this Mortgage and shall be irrevocably applied by Mortgagee for the purposes for which the deposits are made hereunder and shall not be subject to the direction or control of Mortgagor; provided, however, that Mortgagee shall not be liable for any failure to apply to the payment of taxes and assessments any amount so deposited unless Mortgagor, while not in default hereunder, shall have requested Mortgagee in writing to make application of such funds to the payment of which they were deposited, accompanied by the bills for such

taxes and assessments. Mortgagee shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party.

6. Insurance

6.1 Mortgagor shall at all times keep all improvements, fixtures and articles or personal property now or hereafter situated on the Premises insured against loss or damage by fire and such other hazards as may reasonably be required by Mortgagee, including without limitation:

6.1.1 all-risk fire and extended coverage insurance, with vandalism and malicious mischief endorsements, for the full replacement value of the Premises, with agreed upon amount and inflation guard endorsements;

6.1.2 if there are tenants under leases at the Premises, rent and rental value or business loss insurance for the same perils described in 6.1.1 above payable at the rate per month and for the period specified from time to time by Mortgagee;

6.1.3 broad form boiler and sprinkler damage insurance in an amount reasonably satisfactory to Mortgagee, if and so long as the Premises shall contain a boiler and sprinkler system, respectively;

6.1.4 if the Premises are located in a flood hazard district, flood insurance in the maximum amount obtainable up to the amount of the indebtedness hereby secured; and

6.1.5 such other insurance as Mortgagee may from time to time reasonably require.

Mortgagor also shall at all times maintain comprehensive public liability, property damage and workmen's compensation insurance covering the Premises and any employees thereof, with such limits for personal injury, death and property damage as Mortgagee may reasonably require. All policies of insurance to be furnished hereunder shall be in forms, companies, amounts and deductibles reasonably satisfactory to Mortgagee, with non-contributory standard mortgagee clauses with loss payable to Mortgagee attached to all policies in favor of and in form satisfactory to Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to Mortgagee and shall contain endorsements that no act or negligence of the insured or any occupant and no occupancy or use of the Premises for purposes more hazardous than permitted by the terms of the policies will affect the validity or enforceability of such policies as against Mortgagee. Mortgagor shall deliver all policies, including additional and renewal policies, to Mortgagee, and, in the case of insurance about to expire, shall deliver renewal policies not less than thirty (30) days prior to their respective dates of expiration.

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

6.3 In the event Mortgagor fails to comply with the provisions of this Paragraph 6, Mortgagee may, in Mortgagee's discretion, procure any insurance required in this Mortgage in the amount required by this Mortgage and pay the premiums due for such insurance. Any amounts so paid by Mortgagee shall become immediately due and payable by Mortgagor with interest on the Default Rate (hereinafter defined) set forth in the Note, and shall be secured by this Mortgage. The delivery to Mortgagee of any policy of insurance pursuant to this Mortgage or any renewals of such policies shall constitute an assignment to Mortgagee of all unearned premiums on such policies as further security for the payment of the indebtedness secured hereby. If any foreclosure action or other proceeding hereunder is successfully maintained by Mortgagee, all right, title and interest of Mortgagor in or to any policy or policies of insurance then in force shall vest in Mortgagee in so far as such policy or policies apply to the Premises.

6.4 In the event of loss Mortgagor shall give immediate notice by mail to Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss to the extent of the remaining unpaid indebtedness secured hereby directly to Mortgagee instead of to Mortgagor and Mortgagee jointly. Any insurance proceeds so received by Mortgagee, or any part thereof, shall be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and reasonable attorneys' fees, on account of the unpaid principal balance of the Note, regardless of whether such principal balance is then due and payable. In the event of foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale.

6.5 In the event Mortgagee so requires, at any time prior to the payment of the indebtedness secured hereby in full, Mortgagor shall pay to Mortgagee, to the extent reasonably required by Mortgagee, on dates on which interest under the Note is payable, such amounts as Mortgagee from time to time estimates to be necessary to create and maintain a reserve fund from which to pay premiums as the premiums become due for insurance required to be provided by Mortgagor pursuant to the terms of this Mortgage. Mortgagor shall procure and deliver to Mortgagee in advance statements for such premiums. Payments for the premiums may be made by Mortgagee at Mortgagee's discretion, even though subsequent owners of the Premises may benefit thereby. Mortgagee shall not be a trustee of such funds and such funds received pursuant to the terms and provisions of this paragraph may be commingled with the general funds of Mortgagee and no interest shall be payable on such funds.

7. Condemnation

If all or any part of the Premises are damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid indebtedness secured by this Mortgage, is hereby assigned to Mortgagee, who is empowered to collect and receive the award or payment and to give proper receipts therefor in the name of Mortgagor. The award or payment shall be paid forthwith to Mortgagee, who shall release any such award or monies so received or apply the same in whole or in part, after the payment of all of Mortgagee's expenses, including costs and reasonable attorneys' fees, on account of the unpaid principal balance of the Note, irrespective of whether such principal balance is then due and payable. At any time from and after the taking of all or any part of the Premises by such condemnation proceeding, upon thirty (30) days prior written notice to Mortgagor, Mortgagee may declare the whole of the indebtedness hereby secured to be due and payable. Any application to the unpaid principal balance of the Note pursuant to Paragraphs 4 and 6 above or this Paragraph 7 shall not extend the due date or reduce the amount of the principal and interest installments required to be paid under the Note.

8. Stamp Tax

If, by the laws of the United States of America, or of any state or political subdivision having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the execution and delivery of this Mortgage or the issuance of the Note hereby secured, Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to reimburse Mortgagee for any sums which Mortgagee may incur by reason of the imposition of any tax on the issuance of the Note. Notwithstanding the foregoing, Mortgagor shall not be required to pay any income or franchise taxes of Mortgagee.

9. Lease Assignment

9.1 As additional security for the payment of the Note secured hereby and for the faithful performance of the terms and conditions contained herein, Mortgagor, as lessor, hereby unconditionally and absolutely grants, transfer, sets over and assigns to Mortgagee the entire lessor's right, title and interest in and to all leases and subleases (including all extensions and renewals thereof) which now or hereafter affect all or any portion of the Premises (collectively, the "Leases") and in and to all rents, issues, income and profits of or from all or any portion of the Premises.

9.2 Mortgagor will not, without Mortgagee's prior written consent:

9.2.1 enter into a Lease of all or any portion of the Premises, modify or amend the terms and conditions of any Lease, or give any approval or consent required or permitted by any Lease;

9.2.2 execute an assignment or pledge of any rents and/or any leases affecting all or any portion of the Premises; or

9.2.3 accept any prepayment of any installment of any rents more than thirty (30) days before the due date of such installment, other than security and other deposits.

9.3 Mortgagor, at its sole cost and expense, will:

9.3.1 at all times promptly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in all Leases affecting all or any portion of the Premises, on the part of the lessor thereunder to be kept and performed, and will not, without the prior written consent of Mortgagee, release the liability of any tenant thereunder, permit any tenant thereunder to withhold the payment of rent or make off-sets against rent, permit any tenant to claim a total or partial eviction, permit any tenant to terminate or cancel any Lease, waive or excuse the obligation to pay rent under any Lease or modify or cancel the terms of any guaranty of any Lease;

9.3.2 use its best efforts to enforce or secure the performance of all of the covenants, conditions and agreements of such Leases on the part of the tenants to be kept and performed;

9.3.3 appear in and defend any action or proceeding arising under, growing out of or in any manner connected with such Leases or the obligations, duties or liabilities of the lessor or of the tenants thereunder;

9.3.4 as additional security for the payment of the Note secured hereby and for the faithful performance of the terms and conditions contained in this Mortgage, transfer and assign to Mortgagee and Lease or Leases of the Premises heretofore or hereafter entered into, and make, execute and deliver to Mortgagee upon demand, any and all instruments required to effectuate this assignment;

9.3.5 give written notice to Mortgagee within five (5) days after the occurrence of any material default under any Lease affecting all or any portion of the Premises; and

9.3.6 exercise within five (5) days of any demand therefor by Mortgagee any right to request from the tenant under any Lease affecting all or any portion of the Premises a certificate with respect to the status of such Lease.

9.4 Mortgagor represents and covenants to Mortgagee that Mortgagor has not:

9.4.1 made any other assignment of all or any part of its interest in and to any or all of the Leases, or any or all of the rents, issues, income or profits assigned hereunder; or

9.4.2 entered into any agreement to subordinate any of the Leases, or Mortgagor's right to receive any of the rents, issues, income or profits assigned hereunder.

9.5 So long as Mortgagor is not in default under this Mortgage, the Note or any of the other Loan Documents, Mortgagor shall have the right to collect, but not more than thirty (30) days in advance of the date provided for the payment thereof, all rents, issues, income and profits assigned hereunder (other than security or similar deposits) and to retain, use and enjoy the same. Mortgagee shall have the right to notify the tenants under the Leases of this assignment at any time.

9.6 Mortgagee shall not be liable for any loss sustained by Mortgagor resulting from Mortgagee's failure to let the Premises following the occurrence of an Event of Default under this Mortgage or from any other act or omission of Mortgagee in managing, operating or maintaining the Premises following the occurrence of an Event of Default. Mortgagee shall not be obligated to observe, perform or discharge, nor does Mortgagee hereby undertake

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to oversee, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Mortgagee under or by reason of this Mortgage, and Mortgagor shall and does hereby agree to indemnify Mortgagee for, and to hold Mortgagee harmless of and from, any and all liability, loss, or damage which Mortgagee may or might incur under any Lease and of and from any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged obligation or undertaking on Mortgagee's part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease. Should Mortgagee incur any liability, loss or damage under any Lease, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Mortgagor with interest thereon at the Default Rate and shall be secured by this Mortgage. This Mortgage shall not operate to place responsibility for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease upon Mortgagee, nor shall it operate to make Mortgagee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger.

9.7 In the event of the enforcement by Mortgagee of the remedies provided for by law or by this Mortgage, the lessee under each Lease affecting all or any portion of the Premises shall, at the option of Mortgagee, attorn to any person succeeding to the interest of Mortgagor as a result of such enforcement and shall recognize such successor in interest as lessor under such Lease without change in the terms or other provisions thereof; provided, however, that said successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance or any amendment or modification to any lease made without the consent of Mortgagee or such successor in interest. Each tenant upon request by such successor in interest, shall execute and deliver an instrument or instruments confirming such attornment.

9.8 Upon the occurrence of an Event of Default under this Mortgage, Mortgagee shall have the right to:

9.8.1 Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the Premises on such terms and for such period of time as Mortgagee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Mortgagee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Mortgagee deems necessary or proper;

9.8.2 Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect and give acquittance for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder, provided that, for such purpose, this Mortgage shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Mortgagee, without proof of default hereunder, upon receipt from Mortgagee of written notice specifying that a default has occurred under this Mortgage and directing such tenants to thereafter pay all such rents and other amounts to Mortgagee and to comply with any notice or demand by Mortgagee for observances or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and provided, further, that Mortgagor will facilitate in all reasonable ways Mortgagee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Mortgagee.

9.9 All sums collected and received by Mortgagee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied as follows:

9.9.1 First, to reimbursement of Mortgagee for all expenses of: taking and retaining possession of the Premises; managing the Premises and collecting the rents, issues, income and profits thereof, including without limitation, salaries, fees and wages of a managing agent and such other employees as Mortgagee may deem necessary and proper, and reasonable attorneys' fees;

operating and maintaining the Premises, including without limitation, taxes, charges, claims, assessments, water rents, sewer rents, other liens, and premiums for any insurance provided in this Mortgage; the cost of all alterations, renovations, repairs or replacements of or to the Premises which Mortgagee may deem necessary and proper, with interest thereon at the Default Rate;

9.9.2 Second, to reimbursement of Mortgagee for and of all sums expended by Mortgagee pursuant to this Mortgage below to make any payment or do any act required herein of Mortgagor, together with interest thereon as provided herein;

9.9.3 Third, to reimbursement of Mortgagee for all other sums for which Mortgagee is indemnified pursuant to this Paragraph 9, together with interest thereon as provided herein;

9.9.4 Fourth, to the payment of all accrued and unpaid interest then due under the terms of the Note;

9.9.5 Fifth, to payment of the unpaid principal balance of the Note; and

9.9.6 Sixth, any balance remaining to or as directed by Mortgagor.

10. Effect of Extensions of Time, Amendments, Release.

If the payment of the indebtedness hereby secured, or any part thereof, be extended or varied, or if any part fo the security be released, all persons now or at any time hereafter liable therefor, or interested in the premises, shall be held to assent to such extensions, variation or release, and their libaility, if any, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage or other lien upon the premises or any interest therein, shall take the said lien subject to the rights of the Mortgagee herein to amend, modify and supplement this Mortgage or the Note, and to vary the rate of interest and the method of computing the same, and to impose additional fees and other charges, and to extend the maturity of the indebtedness hereby secured, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priortiy over the rights of any such junior lien. Nothing in this Section contained shall be construed as waiving any provisions hereof which provides, among other thins, that it shall contitute a default if the Premises be sold, conveyed or encumbered.

11. Effect of Changes in Laws Regarding Taxation

In the event of the enactment after the date of this Mortgage of any law of the state in which the Premises are located deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens required by this Mortgage to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the indebtedness secured by this Mortgage or the holders thereof, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee for such payment; provided, however, that Mortgagor shall not be deemed to be required to pay any income or franchise taxes of Mortgagee. Notwithstanding the foregoing, if in the opinion of counsel for Mortgagee it might be unlawful to require Mortgagor to make such payment, or the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable thirty (30) days from the giving of such notice.

12. Mortgagee's Performance of Defaulted Acts and Expenses Incurred by Mortgagee

Mortgagee may, but need not, make any payment or perform any act required of Mortgagor by this Mortgage in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or

assessment or cure any default of Mortgagor under any Lease of the Premises. Mortgagee may, but shall not be required to, complete construction, furnishing and equipping of any improvements now or at any time hereafter on the Premises, and rent, operate and manage the Premises and improvements and pay operating costs and expenses, including management fees, of every kind and nature in connection with the operation of the Premises, so that the Premises and improvements shall be operational and usable for their intended purposes. All amounts paid for any of the purposes authorized by the Mortgage and all expenses paid or incurred in connection with such payments, including reasonable attorneys' fees and any other amounts advanced by Mortgagee in regard to any tax referred to in Paragraph 8 above or to protect the Premises or the lien of this Mortgage, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the post default rate set forth in the Note ("Default Rate"). In addition to the foregoing, any costs, expenses and fees, including reasonable attorneys' fees incurred by Mortgagee in connection with (a) sustaining the lien of this Mortgage or its priority, (b) protecting and enforcing any of Mortgagee's rights hereunder, (c) recovering any indebtedness secured hereby, (d) any litigation or proceedings affecting the Note, this Mortgage, the Premises, including without limitation, bankruptcy and probate proceedings, or (e) preparing for the commencement, defense or participation in any threatened litigation or proceedings, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the Default Rate. The interest accruing under this Paragraph 12 shall be immediately due and payable by Mortgagor to Mortgagee, and shall be additional indebtedness evidenced by the Note and secured by this Mortgage. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any default on the part of Mortgagor. Should the proceeds of the Note or any part thereof, or any amount paid or advanced by Mortgagee pursuant to the terms of this Mortgage, or pursuant to any agreement executed by Mortgagor in connection with the loan evidenced by the Note, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Premises or any part thereof, than as additional security hereunder, Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of such outstanding liens, charges and indebtedness, however remote, regardless of whether such liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

13. Mortgagee's Reliance on Tax Bills and Claims for Liens

Mortgagee in making any payment hereby authorized:

13.1 relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or

13.2 for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

14. Acceleration of Indebtedness in Event of Default.

14.1 Each of the following shall constitute an "Event of Default" for purposes of this Mortgage:

14.1.1 Mortgagor fails to pay on the date when due any installment of principal or interest payable pursuant to the Note, or any other amount payable pursuant to the Note, this Mortgage, or any of the other Loan Documents;

14.1.2 Mortgagor or any guarantor fails to promptly perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Mortgagor under the Note, this Mortgage, or any other Loan Document;

14.1.3 The existence of any inaccuracy or untruth in any material respect in any representation, covenant or warranty contained in this Mortgage or any of the other Loan Documents or of any statement of certification as to facts delivered to Mortgagee by Mortgagor, any other maker of the Note or any guarantor;

14.1.4 At any time, Mortgagor, any other maker of the Note or any guarantor files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal, state, or other statute or law, or seeks or consents to or acquiesces in the appointment of any trustee, receiver or similar officer of Mortgagor, any other maker of the Note or any guarantor, or of all or any substantial part of the property of Mortgagor, any other maker of the Note, any guarantor or any of the Premises;

14.1.5 The commencement of any involuntary petition in bankruptcy against Mortgagor, any other maker of the Note or any guarantor, or the institution against Mortgagor, any other maker of the Note or any guarantor of any reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future Federal, state or other statute or law, or the appointment of a receiver, trustee or similar officer for all or any substantial part of the property of Mortgagor, any other maker of the Note or any guarantor, which shall remain undismissed or undischarged for a period of sixty (60) days;

14.1.6 Any sale, transfer, lease, assignment, conveyance, financing, lien or encumbrance made in violation of Paragraph 27 of this Mortgage.

14.1.7 A material adverse change in the financial condition of Mortgagor, any other maker of the Note or any guarantor; and

14.1.8 the occurrence of an Event of Default under any of the other Loan Documents which is not expressly set forth above.

14.2 If an Event of Default occurs, Mortgagee may, at its option, declare the whole of the indebtedness hereby secured to be immediately due and payable without notice (except as otherwise expressly provided for herein) to Mortgagor, with interest thereon from the date of such Event of Default at the Default Rate.

15. Foreclosure; Expense of Litigation.

15.1 When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration, demand or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage in any court having jurisdiction. Mortgagee shall have the right to purchase the Premises at any foreclosure sale and exercise any right, power or remedy provided in this Mortgage or any of the other Loan Documents.

15.2 In any suit to foreclose or the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers; charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses mentioned in this paragraph and such expenses and fees as may be incurred in the enforcement of Mortgagor's obligations hereunder, the protection of the Premises and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note, or the Premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate and shall be secured by this Mortgage.

16. Application of Proceeds of Foreclosure Sale.

The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Paragraph 15 above; second, all other items which may under the terms hereof constitute

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secured indebtedness additional to that evidenced by the Note, with interest thereof as provided in this Mortgage and all principal and interest remaining unpaid on the Note; and third, any surplus to Mortgagor, its successors or assigns, as their rights may appear.

17. Appointment of Receiver.

Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall then be occupied as a homestead or not and Mortgagee hereunder or any holder of the Note may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income obtained by receiver in payment in whole or in part of: (a) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (b) the deficiency in case of a sale and deficiency.

18. Mortgagee's Right of Possession in Case of Default.

18.1 In any case in which under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, Mortgagor shall forthwith and upon demand of Mortgagee, surrender possession of the Premises or any part thereof personally, or by its agents or attorneys. Mortgagee's rights and remedies under this Paragraph 18 shall be effective whether before or after the indebtedness secured hereby is declared to be immediately due and payable hereunder, or whether before or after the institution of legal proceedings to foreclose the lien here or before or after sale thereunder. In the event Mortgagee is entitled to take possession of the Premises, Mortgagee in its discretion may, with or without process of law, enter upon and take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers and accounts of Mortgagor or then owner of the Premises relating thereto, and may exclude Mortgagor or their respective employees, agents or servants, wholly therefrom. In such case Mortgagee, under the powers herein granted, may hold, operate, manage and control the Premises and conduct the business of the Premises, if any, either personally or by its agents. Mortgagee shall have full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the advances, rents, issues, and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent.

18.2 Mortgagee shall have full power:

18.2.1 to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same;

18.2.2 to elect to disaffirm any lease or sublease which is then subordinate to the lien of this Mortgage;

18.2.3 to extend or modify any then existing leases and to enter into new leases, which extensions, modifications and leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness secured hereby and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the option or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser;

18.2.4 to make any repairs, decorating renewals, replacements, alterations, additions, betterments and improvements to the Premises as may seem judicious to Mortgagee;

18.2.5 to insure and reinsure the Premises and all risks incidental to Mortgagee's possession, operation and management of the Premises; and

18.2.6 to receive all of such avails, rents, issues and profits of the Premises; hereby granting full power and authority to exercise each and every of the rights, privileges and power herein granted at any and all times hereafter without notice to Mortgagor.

18.3 Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any lease. To the extent permitted by law, Mortgagor shall and does hereby agree to protect, indemnify, defend and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demand whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases except for such claims and demands as result directly from the negligent or willful actions of Mortgagee. Should Mortgagee incur any such liability, loss or damage under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and attorneys' fees, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest at the Default Rate.

19. Application of Income Received by Mortgagee.

Mortgagee, in the exercise of the rights and power hereinabove conferred upon it, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Mortgagee may determine:

19.1 to the payment of the operating expenses of the Premises, including costs of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions (but not with respect to the renewal of existing leases unless provided for therein) and other compensation, and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

19.2 to the payment of taxes and special assessments now due or which may hereafter become due on the Premises;

19.3 to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, and of placing the Premises in such condition as will, in the judgment of Mortgagee, make them readily rentable; and

19.4. to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

20. Rights Cumulative.

Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing under any of the Loan Documents or any other document given to secure the Note or at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

21. Mortgagee's Right of Inspection.

Mortgagee and/or its representative shall have the right to inspect the Premises and all of Mortgagor's books and records relating thereto at all reasonable times and access to the Premises and such books and records shall be permitted for that purpose.

22. Licenses and Permits. There are presently in full force and effect all certificates, licenses, and permits (collectively, the "Permits") required by applicable laws, ordinances and codes and regulations for the operation of the improvements on the Premises. Mortgagor agrees that such Permits shall be available for Mortgagee's inspection at all reasonable times and that copies of such Permits shall be furnished to Mortgagee upon request. Mortgagor agrees to keep all Permits and to cause all Permits now or hereafter required in full force and effect and to obtain renewals thereof before expiration. Mortgagor further agrees that it shall constitute an Event of Default hereunder if Mortgagor at any time fails to keep in full force and effect all Permits.

23. Release Upon Payment and Discharge of Mortgagor's Obligations.

Mortgagee shall release this Mortgage and the lien thereof in full by proper instrument upon payment and discharge of all indebtedness secured hereby, including payment of reasonable expenses incurred by Mortgagee in connection with the execution of such release.

24. Notices.

Any notice which any party hereunder gives to any other party hereunder shall be in writing and shall be deemed given (i) when delivered in person to a representative of the party, (ii) on the next business day following transmission by telecopier or delivery or delivery to Federal Express or another recognized courier service, or (iii) on the third business day after deposit in the United States mail as registered or certified mail, with postage thereon fully prepaid, in each instance addressed to the party at the address or telecopier number, as applicable, of such party set forth below, or at such other address or telecopier number, as applicable, as the party to whom notice is given has specified by written notice hereunder to the party seeking to give such notice:

To Mortgagor:

At the address specified in provision 37, or if not more specified, at the address of the Premises.

To Mortgagee:

Bank of Northern Illinois, N.A.
1313 Delany Road
Gurnee, Illinois 60031
Attention: Commercial Loan Department

Either party may designate a different address or telecopier number for notice purposes by giving notice thereof in accordance with this Paragraph 24; provided, however, that such notice shall not be deemed given until actually received by the addressee.

25. Waiver of Defenses.

No action for the enforcement of the lien of this Mortgage or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note hereby secured.

26. Waiver of Rights.

Mortgagor hereby covenants and agrees that to the extent permitted by law, Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called

"moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. To the extent permitted by law, Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien of this Mortgage and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. To the extent allowed by law, Mortgagor expressly releases and waives all benefits under and by virtue of the homestead exemption laws of the state of in which the Premises is located, and homestead exemption granted under the provisions of the Federal Bankruptcy Code.

27. Transfer of Premises; Further Encumbrance.

27.1 In determining whether or not to make the loan secured hereby, Mortgagee examined the creditworthiness of the makers of the Note, found it acceptable and relied and continues to rely upon same as the means of repayment of the Note. Mortgagee also evaluated the background and experience of Mortgagor and the other makers of the Note in owning and operating property such as the Premises, found it acceptable and relied and continues to rely upon same as the means of maintaining the value of the Premises which is Mortgagee's security for the Note. Mortgagor and the other makers of the Note are well-experienced in borrowing money and owning and operating property such as the Premises, were ably represented by a licensed attorney at law in the negotiation and documentation of the loan secured hereby and bargained at arm's length and without duress of any kind for all of the terms and conditions of the loan, including this provision. Mortgagor recognizes that Mortgagee is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a loan, the security for which is purchased by a party other than the original beneficiary of Mortgagor. Mortgagor further recognizes that any secondary or junior financing placed upon the Premises, or the beneficial interest of the beneficiary in Mortgagor may divert funds which would otherwise be used to pay the Note secured hereby, could result in acceleration and foreclosure by any other such junior encumbrancer which would force Mortgagee to take measures and incur expenses to protect its security and would detract from the value of the Premises should Mortgagee come into possession thereof with the intention of selling the Premises.

27.2 In accordance with the foregoing and for the purposes of:

27.2.1 protecting Mortgagee's security both of repayment and of value of the Premises;

27.2.2 giving Mortgagee the full benefit of its bargain and contract with Mortgagor;

27.2.3 allowing Mortgagee to raise the interest rate and collect assumption fees; and

27.2.4 subordinate financing liens, Mortgagor and the other makers of the Note agree that if this paragraph is deemed to be a restraint on alienation, it is a reasonable one, and that any sale, conveyance, assignment, further encumbrance or other transfer of title to all or any portion of the Premises (whether voluntary or by operation of law), including without limitation, the entering into of an installment agreement for the sale of the Premises, the placement or granting of liens on all or any part of the Premises or the placement or granting of chattel mortgages, conditional sales contracts, financing or security agreements which would be or create a lien on the personal property utilized in the operation of the Premises, or the placement or granting of a mortgage commonly known as a "wrap around" mortgage or an improvement loan, without Mortgagee's prior written consent shall be an Event of Default under the terms of this Mortgage. For the purpose of, and without limiting the generality of, the preceding sentence, the occurrence at any time of any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, all or any part of the title to the Premises shall be deemed to be an unpermitted transfer of title to the Premises and therefore an Event of Default under this Mortgage.

27.3 Any consent by Mortgagee, or any waiver by Mortgagee of an Event of Default under this Paragraph 27 shall not constitute a consent to, or waiver of any right, remedy or power of Mortgagee upon a subsequent Event of Default under this Paragraph 27. Mortgagor acknowledges that any agreements, liens, charges or encumbrances created in violation of the provisions of this Paragraph 27 shall be void and of no force or effect.

28. Expenses Relating to Note and Mortgage.

28.1 Mortgagor will pay all expenses, charges, costs and fees relating to the loan evidenced by the Note and secured by this Mortgage or necessitated by the terms of the Note, this Mortgage or any of the other Loan Documents, including without limitation, Mortgagee's reasonable attorneys' fees in connection with the negotiation, documentation, administration, servicing and enforcement of the Note, this Mortgage and the other Loan Documents, all filing, registration or recording fees, all other expenses incident to the execution and acknowledgement of this Mortgage and all federal, state, county and municipal taxes, and other taxes (provided Mortgagor shall not be required to pay any income or franchise taxes of Mortgagee), duties, imposts, assessments and charges arising out of or in connection with the assessments and charges arising out of or in connection with the execution and delivery of the Note and this Mortgage.

28.2 Mortgagor recognizes that, during the term of the Mortgage, Mortgagee:

28.2.1 May be involved in court or administrative proceedings, including without restricting the foregoing, foreclosure, probate, bankruptcy, creditors' arrangements, insolvency, housing authority and pollution control proceedings of any kind, to which Mortgagee shall be a party by reason of the Loan Documents or in which the Loan Documents or the Premises are involved directly or indirectly;

28.2.2 May make preparations following the occurrence of an Event of Default hereunder for the commencement of any suit for the foreclosure hereof, which may or may not be actually commenced;

28.2.3 May make preparations following the occurrence of an Event of Default hereunder for, and do work in connection with, Mortgagee's taking possession of and managing the Premises, which event may or may not actually occur;

28.2.4 May make preparations for and commence other private or public actions to remedy an Event of Default hereunder, which other actions may or may not be actually commenced;

28.2.5 May enter into negotiations with Mortgagor and/or any other maker of the Note, or any of their respective agents, employees or attorneys, in connection with the existence or curing of any Event of Default hereunder, the sale of the Premises, the assumption of liability for any of the indebtedness represented by the Note or the transfer of the Premises in lieu of foreclosure; or

28.2.6 May enter into negotiations with Mortgagor and/or any other maker of the Note, or any of their respective agents, employees or attorneys, pertaining to Mortgagee's approval of actions taken or proposed to be taken by Mortgagor and/or any other maker of the Note, which approval is required by the terms of this Mortgage.

28.3 All expenses, charges, costs and fees described in this Paragraph 28 shall or so much additional indebtedness secured hereby, shall bear interest from the date so incurred until paid at the Default Rate and shall be paid, together with said interest, by Mortgagor forthwith upon demand.

29. Business Purpose.

Mortgagor covenants that the proceeds of the loan evidenced by the Note and secured by this Mortgage will be used for the purposes specified in Paragraph (1) (c) of Section 4 of Act 205 of Chapter 815 of the Illinois Compiled Statutes, as amended from time to time, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph.

30. Financial Reports and Statements.

At least annually, Mortgagor shall cause Mortgagee to be furnished with a copy of financial statements of the beneficiaries of Mortgagor, together with operating statements for all properties owned by Mortgagor or the

beneficiaries of Mortgagor, with such other financial information relating to the Premises or the other makers of the Note as Mortgagee may reasonably require.

31. Statement of Indebtedness.

Mortgagor, within seven (7) days after being so requested by Mortgagee, shall furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, the date to which interest has been paid and stating either that no offsets or defenses exist against the Mortgage debt or, if such offsets or defenses are alleged to exist, the nature thereof.

32. Further Instruments.

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

33. Due Organization, Authority and Other Obligations.

33.1 The Loan Documents have each been duly authorized, executed and delivered by Mortgagor, and each is intended to be a legal, valid and binding obligation of Mortgagor, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and subject to the exercise of judicial discretion in accordance with general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law.

33.2 The execution and performance of the Loan Documents and all agreements and covenants therein and the consummation of the transactions contemplated thereby will not result in any breach of, or constitute a default under, any contract, agreement, document or other instrument to which Mortgagor is a party or by which Mortgagor may be bound or affected, and do not and will not violate or contravene any law to which Mortgagor is subject; nor do any such instruments impose or contemplate any obligations which are or will be inconsistent with the Loan Documents. No approval by, authorization of, or filing with any federal, state or municipal or other governmental authority is necessary in connection with the authorization, execution and delivery of the Loan Documents.

34. Indemnity.

Mortgagor hereby covenants and agrees that no liability shall be asserted or enforced against Mortgagee in the exercise of the rights and powers granted to Mortgagee in this Mortgage, and Mortgagor hereby expressly waives and releases any such liability. Mortgagor shall indemnify and save Mortgagee harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including reasonable attorneys' fees and court costs) of whatever kind or nature which may be imposed on, incurred by or asserted against Mortgagee at any time by any third party which relate to or arise from: the making of the loan evidenced by the Note and secured by this Mortgage; any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Mortgagee may or does become a party, either as plaintiff or as a defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage; the offer for sale or sale of all or any portion of the Premises; and/or the ownership, leasing, use, operation or maintenance of the Premises. All costs provided for herein and paid for by Mortgagee shall be so much additional indebtedness secured hereby and shall become due and payable within ten days after written demand from Mortgagee, and with interest thereon at the Default Rate commencing after the expiration of such ten-day period.

35. Waiver of Right of Redemption.

Mortgagor hereby releases and waives, to the fullest extent permitted by law, any and all rights of reinstatement and redemption provided in the Illinois Mortgage Foreclosure Law.

36. Subordination of Property Manager's Lien.

Any property management agreement for the Premises entered into hereafter by Mortgagor with a property manager, shall contain a "no lien" provision whereby the property manager waives and releases any and all mechanics' lien rights that the property manager or anyone claiming by, through or under the property manager may have. Such property management agreement or a short form thereof, at Mortgagee's request, shall be recorded with the Recorder of Deeds of the county where the Premises are located. In addition, Mortgagor shall cause the property manager to enter into a subordination of the management agreement with Mortgagee, in recordable form, whereby the property manager subordinates present and future lien rights and those of any party claiming by, through or under the property manager to the lien of this Mortgage.

37. Security Agreement and Financing Statement.

In addition to and not in substitution for any other interest granted herein, Mortgagor hereby grants to Mortgagee an express security interest in and mortgages to Mortgagee, the Personal Property (as defined herein) whether now owned or hereafter erected or placed on the Premises or any part thereof, and all replacements thereof, additions and accessions thereto and products and proceeds thereof, to further secure the payment of the indebtedness secured by this Mortgage and the performance of all the covenants and agreements to be performed by Mortgagor pursuant to this Mortgage. Mortgagor represents and warrants that Mortgagor is the owner of the Personal Property free and clear of any adverse lien, security interest or encumbrance, and that Mortgagor will defend and protect the Personal Property and title thereto from any and all claims and demands of all persons at any time claiming the Personal Property or any interest therein. Mortgagor will upon request from Mortgagee deliver to Mortgagee such further security agreements, chattel mortgages, financing statements and evidence of ownership of such items as Mortgagee may reasonably request. Mortgagor will not sell, assign, pledge, lease, or otherwise transfer or encumber the Personal Property without the prior written consent of Mortgagee. Upon an Event of Default, Mortgagor shall have all the rights and remedies of a secured party under the Uniform Commercial Code. Mortgagee may at its discretion direct Mortgagor to assemble the Personal Property and make it available to Mortgagee at a place designated by Mortgagee which is reasonably convenient to both parties. Mortgagee shall give Mortgagor notice, by certified mail, postage prepaid, of the time and place of any public sale of any of the Personal Property or of the time after which any private sale or other intended disposition thereof is to be made, by sending notice to Mortgagor at least ten (10) days prior to the time for such sale or other disposition, which provisions for notice Mortgagor and Mortgagee agree are reasonable; provided, however, that nothing contained in this Mortgage shall preclude Mortgagee from proceeding as to both real and personal property in accordance with Mortgagee's rights and remedies regarding the real property as provided in 810 ILCS 5/9-501(4). Mortgagor shall reimburse Mortgagee for all reasonable costs, charges and fees, including reasonable attorneys' fees, incurred by Mortgagee in preparing and filing security agreements, extension agreements, financing statements, continuation statements, termination statements and searches.

This Mortgage also constitutes a financing statement for the purpose of Section 5/9-402 of the Illinois Uniform Commercial Code, 810 ILCS 5/9-402, and shall constitute a fixture filing under such statutes and shall be filed in the real estate records of Cook County, Illinois.

| | |
|----------------------------------|---|
| <u>Name of the Debtor:</u> | Chicago Title Land Trust Co. as Trustee u/t/a dated May 29, 1968 & known as Trust #52196 |
| <u>Debtor's Mailing Address:</u> | 171 N. Clark Street Chicago, IL 60601-3294 |
| <u>Address of Property:</u> | 2003 Chestnut Avenue Glenview, IL 60025 |
| <u>Name of Secured Party:</u> | Bank of Northern Illinois, National Association |
| <u>Address of Secured Party:</u> | 1313 Delany Road, Gurnee, Illinois 60031 |

37.2 This financing statement covers the Personal Property (as defined in this Mortgage and all other items of personal property now or hereafter owned by Mortgagor and used in connection with the Premises.

37.3 Some of the Personal Property are or are to become fixtures on the real property described herein. Mortgagor is the record owner of the Premises upon which the fixtures and other Personal Property are located.

38. Compliance with Environmental Laws.

In addition to all other provisions of this Mortgage, Mortgagor, at its cost and expense, shall comply with all laws, statutes, ordinances, rules and regulations of any governmental authority ("Agency") having jurisdiction thereof concerning environmental matters, including, but not limited to, any discharge (whether before or after the date of this Mortgage) into the air, waterways, sewers, soil or ground water or any substance or "pollutant". Mortgagee and its agents and representatives shall have access to the Premises and to the books and records of Mortgagor and any occupant of the Premises claiming under Mortgagor for the purpose of ascertaining the nature of the activities being conducted thereon and to determine the type, kind and quantity of all products, materials and substances brought onto the Premises or made or produced thereon. Mortgagor and all occupants of the Premises claiming under Mortgagor shall provide to the Mortgagee copies of all manifests, schedules, correspondence and other documents of all types and kinds when filed or provided to an Agency or as such are received from any Agency. Mortgagee and its agents and representatives shall have the right to take samples in quantity sufficient for scientific analysis of all products, materials and substances present on the Premises including, but not limited to, samples of products, materials or substances brought onto or made or produced on the Premises by Mortgagor or an occupant claiming under Mortgagor or otherwise present on the Premises.

39. Compliance with Illinois Mortgage Foreclosure Law.

(a) In the event that any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq.) (herein called the "Act") the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

(b) If any provision of this Mortgage shall grant to Mortgagee (including Mortgagee acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of Paragraph 17 of this Mortgage any powers, rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the powers, rights or remedies that would otherwise be vested in Mortgagee or in such receiver under the Act in the absence of said provision, Mortgagee and such receiver shall be vested with the powers, rights and remedies granted in the Act to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee which are of the type referred to in Section 15-1510 or 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in Paragraph 12, 15 or 28 of this Mortgage, shall be added to the indebtedness secured by this Mortgage and/or by the judgment of foreclosure.

40. Miscellaneous.

40.1 Successors and Assigns, Captions. This Mortgage and all provisions hereof shall be binding upon and enforceable against Mortgagor and its successors and permitted assigns, any subsequent owner or owners of the Premises who acquire the Premises subject to this Mortgage and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. All covenants and agreements of Mortgagor shall be joint and several. This Mortgage and all provisions hereof shall inure to the benefit of Mortgagee, its successors and assigns and any holder or holders, from time to time, of the Note. The captions and headings of the paragraphs of this Mortgage are for convenience only, and are not to be used to interpret or define the provisions hereof.

40.2 Invalidity of Provisions. In the event one or more of the provisions contained in this Mortgage or the Note or in any security documents given to secure the payment of the Note secured hereby shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall at the option of Mortgagee, not affect any other provision of this Mortgage, and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained

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herein or therein. This Mortgage and the Note it secures are to be construed and governed by the laws of the State of Illinois.

40.3 Municipal and Zoning Requirements. Mortgagor shall not by act or omission permit any improvement on the Premises not subject to the lien of this Mortgage to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises or any interest therein to be so used. Similarly, no improvement on the Premises shall rely on any premises not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Mortgagor shall not by act or omission impair the integrity of the Premises as a single zoning lot separate and apart from all other premises. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this subparagraph shall be void.

40.4 Rights of Tenants. Mortgagee shall have the right and option after the occurrence of an Event of Default to commence a civil action to foreclose this Mortgage and to obtain a Decree of Foreclosure and Sale subject to the rights of any tenant or tenants of the Premises having an interest in the Premises prior to that of Mortgagee. The failure to join any such tenant or tenants of the Premises as party defendant or defendants in any such civil action or the failure of any Decree of Foreclosure and Sale to foreclose their rights shall not be asserted by Mortgagor as a defense in any civil action instituted to collect the indebtedness secured hereby, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

40.5 Option of Mortgagee to Subordinate. At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the Premises upon the execution by Mortgagee and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds in and for the county wherein the Premises are situated, of a unilateral declaration to that effect.

40.6 Use of Proceeds. Mortgagor warrants that the proceeds evidenced by the Note secured hereby will not be used for the purchase of registered equity securities within the purview of Regulation G issued by the board of Governors of the Federal reserve system.

40.7 Mortgagee in Possession. Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises by Mortgagee pursuant to this Mortgage.

40.8 Relationship of Mortgagee and Mortgagor. Mortgagee shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of Mortgagor or of any lessee, operator, concessionaire or licensee of Mortgagor in the conduct of their respective businesses, and without limiting the foregoing, Mortgagee shall not be deemed to be such partner, joint venturer, agent or associate on account of Mortgagee becoming a Mortgagee in possession or exercising any rights pursuant to this Mortgage, any of the other Loan Documents, or otherwise.

40.9 Time of the Essence. Time is of the essence of the payment by Mortgagor and its beneficiary of all amounts due and owing to Mortgagee under the Note and the performance and observance by Mortgagor of all terms, conditions, obligations and agreements contained in this Mortgage.

40.10 No Merger. It being the desire and intention of the parties hereto that the Mortgage and the lien thereof do not merge in fee simple title to the Premises, it is hereby understood and agreed that should Mortgagee acquire any additional or other interest in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien thereof shall not merge in the fee simple title, and toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

40.11 Value for Purposes of Insurance. Upon request by Mortgagee, Mortgagor agrees to furnish evidence of replacement value, without cost to Mortgagee, of the type which is regularly and ordinarily made for insurance companies, with respect to the improvements on the Premises.

EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST 52196 ATTACHED TO AND MADE A PART OF THE MORTGAGE DATED MAY 18, 1999, TO BANK OF NORTHERN ILLINOIS, NATIONAL ASSOCIATION .

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: May 19, 1999

CHICAGO TITLE LAND TRUST COMPANY, as Trustee
Under Trust No. 52196

By:

Gregory B. [Signature]
Assistant Vice President

Attest:

By:

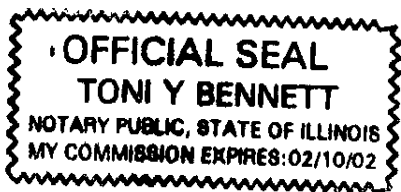
[Signature]
Assistant Secretary



State of Illinois
County of Cook SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President and Assistant Secretary of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that the said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 19th day of May, 1999.



Tony Bennett
NOTARY PUBLIC

u/t/a dated May 29, 1968 & known as Trust #52196 , and _____, _____ of said Trustee, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth; and the said _____ did also then and there acknowledge that he, as custodian of the corporate seal of said Trustee, did affix the said corporate seal of said Trustee to said instrument as his own free and voluntary act and as the free and voluntary act of said Trustee for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 19__.

NOTARY PUBLIC

JOINDER

This Mortgage, Security Agreement, Assignment of Leases and Rents, and UCC Financing Statement is also executed by Clavey Properties, L.L.C. ("Beneficiary") for the purpose of joining herein and making, undertaking and agreeing to the agreements, covenants, obligations, representations and warranties of the Mortgagor herein and assigns all right, title and interest in the rents, issues, deposits, and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any contract or agreement for the use, sale, or occupancy of the premises above described or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Mortgagee under the powers herein granted, or by virtue of any other right granted herein. The Beneficiary hereby covenants to Mortgagee and agrees to be bound by, and to be deemed to have entered into and made, all of the Mortgagor's covenants, agreements, obligations and representations (which shall constitute covenants, agreement, obligations and representations of the Beneficiary) under the Mortgage, with the same force and effect as if they were fully set forth herein verbatim.

Beneficiary irrevocably consents to the Mortgagor's execution of this Mortgage, Security Agreement, Assignment of Leases and Rents, and UCC Financing Statement, and to the mortgage interest hereby created on the premises, to secure payment of the Note and all other indebtedness described herein.

In witness whereof, Beneficiary has executed this Mortgage, Security Agreement, Assignment of Leases and Rents, and UCC Financing Statement as of the day and year first above written.

Clavey Properties, L.L.C.,
individually and as beneficiary of
Chicago Title Land Trust Co. as Trustee u/t/a dated May 29, 1968 & known as Trust #52196

By: Arless C. Clavey
Arless C. Clavey, Manager

By: Jeff R. Clavey
Jeff R. Clavey, Manager

By: John B. Clavey
John B. Clavey, Manager

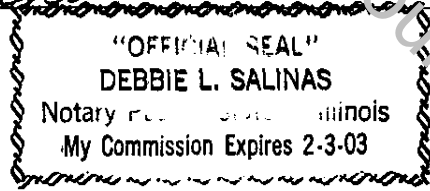
STATE OF ILLINOIS)
) SS.
COUNTY OF Lake

I, Debbie Salinas, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY THAT Jeff R. Clavey & John B. Clavey personally known to me to be the
Manager(s) of Clavey Properties, L.L.C., an Illinois limited liability company, personally known to me to be the same
person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that as such Manager(s) he signed and delivered the said instrument as Manager of said limited
liability company, pursuant to authority given by operating agreement and/or the members of said limited liability
company, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company,
for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 17 day of May, 1999

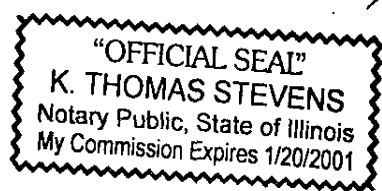
Debbie Salinas
NOTARY PUBLIC

COMMISSION EXPIRES:



WITH REGARD TO
ARLISS CLAVEY, DID
PERSONALLY APPEAR
BEFORE ME AND
EXECUTED THIS
DOCUMENT, THIS
18TH DAY OF MAY,
1999, AS AFORESAID.

K. Thomas Stevens
18 May 1999



LEGAL DESCRIPTION OF PREMISES

Parcel 1:

THAT PART OF LOT 6 IN PARTITION ACCORDING TO THE WILL OF JUDITH REED OF LOT 3 IN WILLIAM REED'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTIONS 26 AND 27, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 1898 IN BOOK 75 OF PLATS, PAGE 37, AS DOCUMENT NUMBER 2698091 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 6 AFORESAID, BEING 396 FEET EAST OF THE WEST 1/4 CORNER OF SECTION 26 AFORESAID, RUNNING THENCE EAST ALONG CHURCH ROAD 100 FEET, THENCE SOUTH 330 FEET; THENCE WEST 100 FEET TO A POINT 396 FEET EAST OF THE WEST LINE OF SECTION 26 AFORESAID; THENCE NORTH 330 FEET TO THE POINT OF BEGINNING, EXCEPTING FROM SAID PART OF LOT 6 THAT PART THEREOF FALLING WITHIN THE NORTH 50 FEET TAKEN FOR STREET, IN THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Pin #04-26-300-005-0000 (Parcel 1)

Commonly known as: 2003 Chestnut Avenue
Glenview, IL 60025