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Cook County Recorder 35.00



MORTGAGE (ILLINOIS)

7788070 FY

THIS AGREEMENT, made February 8, 1999, between

Joseph A. Seher and Mary Beth Seher, his wife

3637 Buckthorn Lane, Downers Grove, Illinois 60515
(No. and Street) (City) (State)

herein referred to as "Mortgagors," and Baird Credit Corporation

777 East Wisconsin Avenue, 21st Floor

Milwaukee, Wisconsin 53202
(No. and Street) (City) (State)

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the Demand Promissory Note of even date herewith as amended ("Note"), in the principal sum of One Million Nine Hundred Thousand and No/100 DOLLARS (\$1,900,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 777 East Wisconsin Avenue, 21st Floor, Milwaukee, Wisconsin 53202.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF Cook IN STATE OF ILLINOIS, to wit:

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

UNIT NO. 12 AS DELINEATED ON SURVEY OF THAT PART OF LOTS 8 AND 9 IN BLOCK 3 IN M.O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO IN THE WEST FRACTIONAL 1/2 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 8, THENCE EAST ON THE NORTH LINE OF SAID LOT 8, 70 FEET, THENCE SOUTH PERPENDICULAR TO THE NORTH LINE OF SAID LOT 8, 80 FEET MORE OR LESS TO THE SOUTH LINE OF LOT 9 AFORESAID, THENCE WEST ON SAID SOUTH LINE TO THE WESTERLY LINE OF SAID LOT 9, THENCE NORTHERLY ON THE WESTERLY LINE OF SAID LOTS 9 AND 8 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Above Space for Recorder's Use Only

BOX 333-CT1

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ALSO

ALL OF LOT 7 AND THAT PART OF LOT 6 LYING NORTH OF A STRAIGHT LINE DRAWN WESTERLY FROM A POINT ON THE EAST LINE OF SAID LOT 6, 3.85 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 6 IN BLOCK 3 IN H.O. STONE'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

ALSO

ALL THAT PART OF LOTS 8 AND 9 LYING EAST OF A LINE DUE NORTH AND SOUTH LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID LOT 8, 70 FEET EAST OF THE NORTHWEST CORNER THEREOF TO THE SOUTH LINE OF SAID LOT 9 ALL IN BLOCK 3 IN H.O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY ASTOR-BANKS BUILDING CORPORATION, AS DEVELOPER, AND RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 22356919 AND AMENDED FROM THE TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL, ALL IN COOK COUNTY, ILLINOIS.

which, with the property hereinafter described, is referred to herein as the "premises,"

Permanent Real Estate Index Number(s): 17-03-107-020-1011

Address(es) of Real Estate: Unit 12, 1325 N. Astor, Chicago, Illinois 60610

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

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagees do hereby expressly release and waive.

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The name of the record owner is: Joseph A. Seher and Mary Beth Seher

This mortgage consists of eight pages. The covenants, conditions and provisions appearing on pages 3 through 6 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand and seal of Mortgagors the day and year first above written.

Joseph A. Seher (SEAL)

Mary Beth Seher (SEAL)

PLEASE PRINT OR TYPE NAME(S)
BELOW SIGNATURE(S)
Joseph A. Seher

Mary Beth Seher

State of Illinois, County of Cook ss.

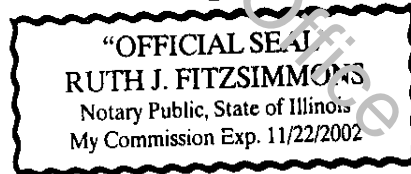
IMPRESS
SEAL
HERE

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph A. Seher and Mary Beth Seher, husband and wife, personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 8th day of February 1999

Commission expires November 22 2002

Ruth J. Fitzsimmons
NOTARY PUBLIC



This instrument was prepared by E. Todorovic, Neal, Gerber & Eisenberg, Two N. LaSalle Street, Suite 2100, Chicago, IL. 60602
(Name and Address)

Mail this instrument to E. Todorovic, Neal, Gerber & Eisenberg, Two N. LaSalle Street, Suite 2100, Chicago, IL 60602
(Name and Address) (City) (State) (Zip Code)

OR RECORDER'S OFFICE BOX NO. _____

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2.

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

7. The Mortgagee making any payment hereby authorized relating to taxes or 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.

8. If any of the following events (hereinafter referred to as "Events of Default") shall occur and be continuing, that is:

(a) if default shall be made in the payment of any installment of the principal of, or interest on, the indebtedness secured by this Mortgage or any other sum which is payable under the Note, this Mortgage or any other document evidencing or securing the Loan (each such document, a "Loan Document") and such default shall continue beyond any applicable period of grace provided in the instrument or document requiring such payment; or

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(b) if default shall be made in the due observance or performance of any other covenant, condition or agreement on the part of Mortgagor contained in any Loan Document, or if an Event of Default, as defined in any Loan Document shall occur, and such default or Event of Default shall continue beyond any applicable period of grace provided in the Loan Document under which it has occurred; or

(c) if default shall be made by Mortgagor in the performance of, or compliance with, any of the other provisions, warranties, covenants, agreements, promises, terms or conditions contained in this Mortgage and such default shall continue for a period of ten (10) days after notice thereof from Mortgagee to Mortgagor; except that, in the case of a default which cannot with due diligence be cured within such period of ten (10) days, the time for Mortgagor to cure the same shall be extended for such period as may be necessary to cure the same with due diligence, but in no event more than an additional thirty (30) days, provided Mortgagor commences immediately and thereafter proceeds diligently to cure the same; or

(d) If Mortgagor fails to procure or maintain insurance on the Premises pursuant to Section 17 hereof, which shall be an immediate Event of Default without notice; or

(e) if Mortgagor transfers, sells, conveys, assigns, mortgages, pledges or encumbers, either voluntarily, involuntarily or by operation of law, without the prior express written consent of Mortgagee, the Premises or any portion thereof or interest therein, which shall be an immediate Event of Default without notice;

(f) if Mortgagor (i) is voluntarily adjudicated a bankrupt or insolvent, or (ii) seeks or consents to the appointment of a receiver or trustee or custodian for itself or for all or any part of its property or (iii) files a petition seeking relief under or files an answer admitting the material allegations of a petition filed against it under any bankruptcy or similar laws of the United States or any state, or (iv) makes a general assignment for the benefit of creditors, (v) takes any action for the purpose of effecting any of the foregoing, or (vi) is generally unable to pay its debts as such debts become due; or

(g) if any order, judgment or decree is entered upon an application of a creditor of Mortgagor without the consent of Mortgagee by a court of competent jurisdiction (i) appointing a receiver or trustee or custodian of all or a substantial part of the assets of Mortgagor, or (ii) approving any petition filed against Mortgagor seeking relief under any bankruptcy or other similar laws of the United States or any state and remains in force undischarged or unstayed for a period of thirty (30) days;

then upon the happening of any one or more of said Events of Default, the entire unpaid balance of the principal, the accrued interest, and all other sums evidenced or secured by the Note or this Mortgage shall, at the option of Mortgagee, become immediately due and payable without notice or demand, and in any such Event of Default Mortgagee may forthwith, and without further delay, undertake, pursue and enforce any and all remedies available to Mortgagee at law or in equity. Mortgagor hereby waives and releases (a) all errors, defects and imperfections in any proceedings instituted by Mortgagee under this Mortgage, (b) all benefit that might accrue to Mortgagor by virtue of any present or future laws exempting the Premises, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment, including without limitation any right of redemption provided under Illinois law, (c) all benefits that might accrue to Mortgagor from requiring valuation or appraisal of any part of the Premises levied or sold on execution of any judgment recovered for the indebtedness secured hereby, and (d) all notices not herein elsewhere specifically required, of Mortgagor's default or of Mortgagee's exercise, or election to exercise, any option under this Mortgage. Mortgagor further agrees to waive the issuance and service of process and enter its voluntary appearance in any action, suite or proceeding brought in connection with any Event of Default and if required by Mortgagee, to consent to the appointment of a receiver or receivers of the Premises and of all the earnings, revenues, rents, issues, profits and income thereof. Mortgagor will not at any time insist upon, or plead, or in any manner whatever, claim or take any benefit or advantage of any right under any statute heretofore or hereafter enacted to redeem the property so sold, or any part thereof, and Mortgagor hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to Mortgagee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. No failure by Mortgagee to insist upon the strict performance of any covenant, agreement, provision, term or condition of this Mortgage or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, provision, term or condition. No covenant, agreement, provision, term or condition of this Mortgage to be performed or complied with by Mortgagor, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by Mortgagee. No waiver of any breach shall affect or alter this Mortgage, but each and every covenant, agreement, provision, term and condition of this Mortgage shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

9. When the indebtedness hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

10. 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 the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

11. Upon or any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, 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 in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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

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

14. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

15. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

16. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

17. Mortgagor agrees, at Mortgagor's sole cost and expense, to keep the buildings, structures, improvements and fixtures included in the Premises insured at all times throughout the term of this Mortgage (including any period or periods of time during which any such buildings, structures, improvements or fixtures are in the course of remodeling or construction) and to furnish the following to Mortgagee:

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(a) Policies of insurance against loss or damage by fire, lightning, windstorm, explosion, riot, riot attending a strike, civil commotion, damage from aircraft and vehicles, and smoke damage and loss or damage from such hazards as are presently included in so-called "extended coverage", and against vandalism and malicious mischief and against such other insurable hazards, including but not limited to flood, as under good insurance practices from time to time are insured against for improvements having similar functions and uses in the area where the Premises is located. The amount of such insurance shall be not less than the greater of (i) 100% of the "full replacement cost" of such buildings, structures, improvements and fixtures without deduction for depreciation; or (ii) an amount sufficient to prevent Mortgagee and/or Mortgagor from becoming a co-insurer within the terms of the applicable policies. "Full replacement cost", as used herein, means the cost of replacing all such buildings, structures, improvements and fixtures, exclusive of the cost of excavations, foundations and footings below the lowest basement floor. Such full replacement cost shall be determined from time to time (but not more frequently than once in any 12 calendar months) at the request of Mortgagee by an insurer or by an appraiser, engineer, architect or contractor designated by Mortgagor and approved in writing by Mortgagee and paid by Mortgagor. No omission on the part of Mortgagee to request any such determination shall relieve Mortgagor of any of its obligations under this paragraph.

(b) Policies of comprehensive general liability insurance on an occurrence basis against claims for bodily injury, including personal injury or death occurring upon or in the Premises and on or in the streets adjoining the Premises to afford protection to a limit to be determined by Mortgagee, such limit not to exceed the amounts of coverage then customary for property of similar type, size and quality, in the event of bodily injury, personal injury or death of any number of persons or of damage to property arising out of one occurrence. Mortgagor and Mortgagee shall be named insureds under such policies, as their interests may appear.

(c) If the Premises or any part thereof is situated in an area now or hereafter designated by the Federal Emergency Management Agency (or any successor thereto) as an area of special flood hazard for purposes of the National Flood Insurance Program, such policies of flood insurance as Mortgagee shall request, so as to enable Mortgagee to be in compliance with all regulatory requirements with respect to flood insurance coverage for the Premises from time to time applicable to Mortgagee.

(d) During the course of any construction, remodeling or repair of improvements on the Premises, builder's completed value risk insurance against all risks of physical loss, including collapse and transit coverage, with deductibles not to exceed \$1,000 per occurrence (except that deductibles may not exceed \$25,000 per occurrence in the event of earthquake or flood damage, if such coverage is required), in non-reporting form, covering the total value of work performed and equipment, supplies and materials furnished.

(e) Such other insurance on the Premises or any replacements or substitutions therefor, or additions thereto, and in such amounts as may from time to time be reasonably required by Mortgagee against other insurable hazards or casualties which at the time are commonly insured against in the case of premises similarly situated, due regard being given to the height and type of buildings and improvements, their construction, location, use and occupancy.

All insurance shall be subject to the reasonable approval of Mortgagee as to insurance companies, amounts, content and form of policies and expiration dates, and shall contain a mortgagee clause, in favor of Mortgagee, in form and substance satisfactory to Mortgagee. Such policies shall provide for the payment of all costs and expenses incurred by Mortgagee in the event of any contested claim and shall not be cancelled or otherwise terminated without at least ten (10) days prior written notice to Mortgagee. Mortgagor will deliver originals of or certificates evidencing all such policies to Mortgagee, and, not less than fifteen (15) days prior to the expiration date of each such policy, will deliver to Mortgagee a renewal policy or policies or certificate(s) thereof marked "premium paid" or accompanied by other evidence of payment satisfactory to Mortgagee. Mortgagor will not permit any condition to exist on the Premises which would wholly or partially invalidate the insurance thereon. In the event of the occurrence of any loss or damage to the Premises, Mortgagor will give immediate written notice thereof to Mortgagee, and Mortgagee may make proof of loss thereof if not made promptly by Mortgagor. Mortgagee may adjust and compromise any claims under such insurance and collect and receive the proceeds thereof and endorse drafts and Mortgagee is hereby irrevocably appointed attorney-in-fact of Mortgagor for such purposes.

18. Mortgagor shall promptly pay upon request all expenses and costs incurred by Mortgagee, including reasonable attorney's fees, together with interest thereon at the rate provided in the Note from the date of the payment thereof by Mortgagee, in connection with any action, proceeding, litigation or claim instituted or asserted by or against Mortgagee or in which Mortgagee becomes engaged, including without limitation bankruptcy, reorganization, arrangements, receivership or similar proceedings, wherein it becomes necessary in the opinion of Mortgagee to protect Mortgagee's interest in the or the security afforded hereby, or to defend or uphold the lien of this Mortgage, or the validity or effectiveness of any assignment of any claim, award, payment, property damage insurance policy or any other right or property conveyed, encumbered or assigned by Mortgagor to Mortgagee hereunder, or the priority of any of the

same, and all such expenses and costs, and said interest thereon, shall be added to and become part of the principal indebtedness of Mortgagor hereunder and be secured in all respects hereby as if part of the original indebtedness evidenced by the Notes.

19. Mortgagor shall, at its sole cost and expense, promptly upon request of Mortgagee, do all acts and things, including but not limited to the execution and delivery of any further deeds, conveyances, mortgages, assignments and further assurances, deemed necessary by Mortgagee, to establish, confirm, maintain and continue the lien created and intended to be created hereby, all assignments made or intended to be made pursuant hereto, and all other rights and benefits conferred or intended to be conferred on Mortgagee hereby, and Mortgagor shall pay all costs incurred by Mortgagee in connection therewith, including all filing and recording costs, cost of searches, and reasonable counsel fees incurred by Mortgagee.

20. The premises includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: Astor Banks Condominium Association (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Association") holds title to the real estate for the benefit or use of its members or shareholders, the "premises" also includes Mortgagor's interest in the Association and the uses, proceeds and benefits of Mortgagor's interest.

21. Mortgagor further agrees as follows:

(a) Mortgagor shall perform all of Mortgagor's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Mortgagor shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

(b) So long as the Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Mortgagee and which provides insurance coverage in the amounts, for the periods, and against the hazards Mortgagee requires, including fire and hazards included within the term "extended coverage", then Mortgagor's obligation under Section 17 to maintain insurance coverage on the premises is satisfied to the extent that the required coverage is provided by the Association. Mortgagor shall give Mortgagee prompt notice of any lapse in required hazard insurance coverage and, in the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the premises, whether to the unit or the common elements, any proceeds payable to Mortgagor are hereby assigned and shall be paid to Mortgagee for application to the sums secured by this Mortgage, with any excess paid to Mortgagor.

(c) Mortgagor shall take such actions as may be reasonable to insure that the Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Mortgagee.

(d) The proceeds of any award or claim for damages, direct or consequential, payable to Mortgagor in connection with any condemnation or other taking of all or any part of the premises, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. Such proceeds shall be applied by Mortgagee to the sums secured by this Mortgage.

(e) Mortgagor shall not, except after notice to Mortgagee and with Mortgagee's prior written consent, either partition or subdivide the premises or consent to: the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Mortgagee; termination of professional management and assumption of self-management of the Association; or any action which would have the effect of rendering the public liability insurance coverage maintained by Association unacceptable to Mortgagee.

(f) If Mortgagor does not pay condominium dues and assessments when due, the Mortgagee may pay them. Any amounts disbursed by Mortgagee under this provision shall become additional debt of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate provided in the note and shall be payable, with interest, upon notice from Mortgagee to Mortgagor requesting payment.

22. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.