0 3 3 2 3 3 2 7

Rider "A"

Lot 1 in "ARLINGTON ON THE PONDS I", being a Subdivision in the Northwest Quarter of Section 21, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof filed in the Office of the Registrar of Titles of Cook County, Illinois, on May 27, 1987, as Document LR3620381 excepting therefrom the following:

Beginning at a point on the East line of Lot 1,248.72 feet North of the Southeast corner of said Lot 1, thence North 00 " 40' 06" west along said East line of Lot 1 a distance of 716.04 feet, thence North 11" 40' 06" West a distance of A28,35 feet, thence South 15" 41' 42" West a distance of 78.31 feet to point of curvature, thence along a curve to the left, tangent to the cast described line, having a radius of 371,72 feet, an arc distance of 197 91 feet (the chord of which bears South 00' 26' 04" West) to a point of take bey, thence tangent to the last described curve South 14" 49' 33" East a Wetnice of 39,95 feet to a point of curvature, thence along a curve to the right, tangent to the last described line, having a radius of 472,23 feet, on are distance of 170,33 feet (the chord of which bears South 04" 29' 35" Fagta to a point of reverse curvature, thence along anid reverse curve to the left, having a radios of 753.04 feet, an arc distance of 147.79 feet (the chord of which bears South 00" 13' 03" West) to a point of tangency, thence targent to the last described curve South 05" 24 18" East a distance of 73.70 feet to a point of curvature, thence along a curve to the right, tangent to the last described line, having a radius of 123.60 feet, an arc distance of 36.91 feet(the chord of which bears South 03" 08' 58" West) to a point, thence North 89" 19' 54" East a distance of 130.16 feet to the point of beginning. Excepting from the above described tract that part of Lot I beginning at a percet on the East line of said Lot 1837.61 feet North of the Southeast corner of said Lot 1; thence North 00" 40' 06" West along said East line of Lot 1, a distance of 167.15 feet; thence North 81" 10' 06" West a distance of 128.35 feet; thence South 15" 41' 42" West a distance of 78.31 feet to a point of curvature; thence along a curve to the left, tangent to the last described Dire, having a radius of 371.52 feet, an are distance of 87.64 feet (the chord of which bears South 08" 56' 13" West O thence South 81" 40' 06" East a distance of 165,45 feet to the point of beginning. (cont.)

Also excepting therefrom that part described as follows: Commencing at the Southwest corner of said Lot 1; thence North 00 degrees 40 minutes 35 seconds West along the West line of said Lot 1 a distance of 508.00 feet; thence North 89 degrees 19 minutes 25 seconds East a distance of 344.38 feet to the point of beginning: thence North 00 degrees 40 minutes 35 seconds West a distance of 194.29 feet; thence North 89 degrees 27 minutes 17 seconds East a distance of 127.84 feet; thence South 14 degrees 49 minutes 33 seconds East a distance of 339.95 feet to a point of curvature; thence along a curve to the right, tangent to the last described line, having a radius of 438.23 feet, an aic distance of 158.07 feet (the chord of which bears South 04 degrees 29 minutes 35 seconds East) to a point of reverse curvature; thence along said reverse curve to the left, having a radius of 787.04 feet, an arc distance of 154.46 feet (the chord of which bears South 00 degrees 13 minutes 03 seconds West) to a point of tangency; thence tangent to the last described curve South 05 degrees 24 minutes 18 seconds East a distance of 75.70 feet to a point of curvature; thence along a curve to the right, tungent to the last described line, having a radius of 89,60 feet, an arc distance of 149.07 feet, (the chord of which bears South 42 degrees 15 minutes 31 seconds West; to a point of tangency; thence tangent to the last described curve South 89 degrees 55 minutes 20 seconds West a distance of 61.52 feet; thency Worth 00 degrees 40 minutes 35 seconds West a distance of 328.59 feet to the paint of beginning.

Also excepting therefrom that part Kescribed as follows: Beginning at the Southwest corner of said Lot 1; theire North 00 degrees 40 minutes 35 seconds West along the West line of said Lot 1, a distance of 508.00 feet; thence North 89 degrees 19 minutes 25 seconds East a distance of 344.38 feet; thence South 00 degrees 40 minutes 35 seconds East a distance of 328.59 feet; thence South 89 degrees 55 minutes 20 seconds West a distance of 30.48 feet to a point of curvature, thence along a curve to the left, tangent to the last described line, having a radius of 112.00 feet, an are distance of 175.93 feet (the chord of which bears South 44 degrees 55 minutes 20 seconds West) to a point of tangency, thence South 00 degrees 04 minutes 40 seconds East a distance of 71.00 feet to a point on the South line of said Lot 1; thence South 89 degrees 55 minutes 20 seconds West along said South line of Lot 1 a distance of 200.00 feet to the point of beginning.

(LONY)

And also excepting therefrom that part described as follows: beginning at the Southeast corner of said Lot 1, thence North 00 degrees 46 minutes 06 seconds West along the East line of said Lot 1 a distance of 248.72 feet; thence South 80 degrees 19 minutes 54 seconds West a distance of 130.16 feet to a point of curvature: thence along a curve to the right having a radius of 123.60 feet, an arc distance of 168.73 feet (the chord of which bears South 50 degrees 48 minutes 47 seconds West) to a point of tangency; thence tangent to the last described curve South 89 degrees 55 minutes 20 seconds West a distance of 70.00 feet to a point of curvature; thence along a curve to the left, tangent to the last described line, having a radius of 78.00 feet, an arc distance of 122.52 feet (the chord of which bears South 44 degrees 55 marktes 20 seconds West) to a point of tangency; thence tangent to the last described curve South 00 degrees 04 minutes 40 seconds East a distance of 71.22 feet to a point on the South line of said Lot 1; thence along the said South line of Lot 1 North 89 degrees 55 minutes 20 seconds NOX COOK COUNTY CLERK'S OFFICE Fast a distance of 40%.71 feet to the point of beginning.

PIN No. 03 21 100 008

3623627

Loan No. 322141-311

DATE: May 28, 1987

(This is a Second Mortgage Securing a Construction Loan)

MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned, THE BANK AND TRUST COMPANY OF ARLINGTON HEIGHTS, a corporation organized and existing under the laws of the State of Illinois, and duly authorized to transact business in the State of Illinois, not personally, but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated April 18, 1986, and known as Trust Number 3578, (hereinafter referred to as the Mortgagor), does by these presents Mortgage, grant, remise, release, alien and convey unto ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America (hereinafter referred to as the Mortgagee or the Association), its successors and Parigns the following real estate situated in the County of Cook, in the State of Illinois, to wit:

SEE RIDER "A" ATTACHED FOR LEGAL DESCRIPTION

COMMONLY KNOWN ASI

ARLINGTON ON THE PONDS -- MULTI-FAMILY I SCATED ON COURTLAND DRIVE NORTH OF THOMAS AVENUE ARLINGTON HEIGHTS, ILLINOIS

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed threin, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, attached floor coverings, screen doors, wenetial blinds, in-a-door beds, awnings, stoves, water heaters and washing and drying machines (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attched thereto or not); and also together with all ensements and the rents, issues and profits of said premises, either now due or hereafter to become due, all of which are hereby pledged, assigned, transferred and set over unto the Mortgagee (and hereinafter referred to as the "Property").

TO HAVE TO HOLD all of said property, with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and vaive.

TO SECURE:

- 1. The payment of a Promissory Note (hereinafter "Note"), executed concurrently herewith by the Mortgagor and delivered to the Mortgagee, bearing even date herewith in the principal sum of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00), which Note, together with interest thereon as therein provided the Mortgagor promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinbefore specifically described, in monthly installments of interest only with all outstanding accrued interest, principal and other amounts as therein and herein provided being due May 1, 1989, unless extended to November 1, 1989, as provided in said Note. Provisions governing the calculation and payment of interest are contained in the Note, which provisions are incorporated herein and made a part hereof. Paragraphs 3 and 4 of said Promissory Note provide for changes in the interest rate and the monthly payments, which provisions are incorporated herein and made a part hereof.
 - 2. Additional advances in an amount up to and including \$100,000.00
 - 3. Payments and Maturity Date of Loan: See Note
 - 4. Interest Rate Changesi See Note

The MORTGAGOR covenants and agrees:

1. To pay said indebtedness and the interest thereon as herein and in said Promissory Note, provided, or according to any agreement extending the time of payment thereof:

2. To pay or cause to be paid on or before the due date:

(a) All taxes and charges on account of the use, occupancy or operation of the property, including but not limited to all sales, use occupation, real and personal property taxes, tax equivalents, all permit and inspection fees, occupation and license fees and all water, gas, electric light, power or other utility charges assessed or charged on or against the property or on account of the undersigned's use or occupancy thereof or the activities conducted thereon or therein; and

(b) All taxes equivalents, assessments, general and special, ordinary and extraordinary, of every name and kind, which shall be taxes, levied, imposed, or assessed upon all or any part of the property, or the interest of the undersigned or the

Association or either of them in and to the property.

If under applicable law, any such tax, charge, fee, rate, imposition or assessment may at the option of the taxpayer be paid in installments, the undersigned may exercise such option. The undersigned may contest any such tax, charge, fee, rate, imposition c. assessment in the manner provided by law, but only if the undersigned has first paid the same in full "under protest." The undersigned shall furnished the Association within thirty (30) days after the due date duplicate receipts for all payments of general real estate taxes or special assessments and, upon request of the Association, evidence satisfactory to the Association of the payment of all other taxes, charges, fees, rates, impositions or assessments.

3. To kerp the improvements now or hereafter upon said premises insured to such amounts and against such hazards as the Mortgagee may require to be insured against until said indebtedness is fully paid, in such companies, through such agents or brokers, and in such form as snall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of loss under such policies, the Mortgagee is authorized to adjust collect and compromise, in its discretion, all paims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts vouchers and releases required of it to be signed by the Mortgagor for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but all payments required under the Note on this Mortgage shall continue until said indebtedness is paid in full.

4. Without regard to the availability or adequacy of any casulty insurance proceeds or eminent domain awards, immediately after destruction or damage, to commence and complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises to substantially the same character as prior to such damage or destruction, unless the Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage;

To keep said premises in good condition and regain without waste, and free from any mechanic's lien or other lien or claim of lien not expressly subordinate to the lien hereof except that Mortgagor may (subject to Mortgagee's options contained in paragraph (B) hereof), in good faith and with reasonable diligence, content the validity or amount of any Lien not expressly subordinated to the lien hereof, and defer payment and discharge thereof during the pending of such contest, provided: (1) that such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such Lien; (ii) that, within ten (10) days after Mortgagor has been notified of the assertion of such Lien, Mortgagor shall rave notified Mortgagee in writing of Mortgagor's intention to contest such Lien; and (iii) that Mortgagor shall have deposited wih Mortgagee at its office in Arlington Heights, Illinois or at such other place as Mortgagee may from time to time in writing appoint, a sum of money which shall be sufficient in the judgment of Mortgagee to pay in full such Lien and all interest which might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional interest whenever, in the judgment of Mortgagee such increase is needed. Such deposits are to be held without any allowance of interest. If Mortgagor shall fail to prosecute such contest with reasonable diligence or shall fail to pay the amount of the Lien plus any interest finally determined to be due upon the conclusion of such contest, to the extent such amount exceeds the amount which Mortgagee will pay as provided below, or shall fail to maintain sufficient funds on deposit as hereinabove provided, Mortgagee may, at its option apply the money so deposited in payment of or on account of such Lien, or that part thereof then unpaid, together with all interest thereon. If the amount of money so deposited shall be insufficient for the payment in full of such Lien, together with all interest thereon, Mortgagor shall forthwith, upon demand, deposit with Mortgagee a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full. Mortgagee shall, upon the final disposition of such contest, apply the money so deposited in full payment of such Lien or that part thereof then

unpaid, together with all interest thereon (provided Mortgagor is not then in default hereunder) when so requested in writing by Mortgagor and when furnished by Mortgagor with sufficient funds to make payment in full and with evidence satisfactory to Mortgagee of the amount of payment to be made.

6. Not to make, suffer or permit any unlawful use of or any nulsance to exist on said property nor to diminsh nor impair its value by any act or omission to act.

7. To comply with all requirements of law with respect to the mortgaged premises and the use thereof:

8. Not to make, suffer or permit without the written permission of the Mortgagee being first had or obtained:

a. any use of the property for any purpose other than that for which it

is now used,

b. any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter on said property,

c. any purchase on conditional sale, lease or agreement under which a title is reserved in vendor, of any apparatus, fixtures or equipment to be placed in or

upon any buildings or improvements on said property.

- B. In the event of fallure of the undersigned to make any payment of whatever nature, periodic or otherwise, required by the terms hereof or by the provisions of said Note secured hereby, the Association may, at its option, discharge such obligation of the undersigned by itself advancing such payment and may, at its option, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compraintse or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the property or contest any tax assessment; and in that event, all such advances shall be added to the unpaid balance under said Note as of the day on which such advance is made, and the advance and interest thereon shall be secured hereby.
- C. This Mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this Mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the Mortgage debt and shall increase the unpaid balance of the Note hereby secured by the amount of such advance and shall be a part of said Note indebtedness under all of the terms of said Note and this contract as fully as if a new such Note and contract were executed and delivered. An additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to such indebtedness, including all advances.
- D. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenant differentially that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes (including reasonably attorney's fees and other expenses) and such monles, together with interest thereon at the rate applicable under the terms of the Note hereby secured shall become so much additional indebtedness secured by this Nortgage with the same priority as the original indebtedness and may be included in any degree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing monles as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monles for any purpose nor to do any act hereunder; and the Mortgagee walk not incur any personal liability because of anything it may do or omit to do hereunder.

E. That it is the intent hereof to secure payment of said Note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the Mortgage indebtedness under the terms of this Mortgage contract.

F. At the option of the holder of the Note and obligation hereby secured and without notice to the Mortgagor, or to any endorser or guarantor of said Note, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in said Note or Mortgage to the contrary become immediately due and payable (1) if the Mortgagor sells or conveys, contracts to convey, or further encumbers said premises or any portion thereof, or (2) if ownership of said premises becomes vested in a person other than the undersigned, or (3) if the owner or owners, as of the date of the execution of this Mortgage, of a beneficial interest under the Trust Agreement described in the first paragraph hereof assign, transfer, or encumber said beneficial interest or any portion thereof or (4) if said beneficial interest or a portion thereof becomes vested in a person other than the owner or owners aforesaid; nor shall acceptance of any payment required by said Note or on account of said indebtedness after the occurence of any such contingency be taken as a waiver of such option.

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G. That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or if proceedings in bankruptcy be instituted by or against the Mortgagor or the said owner or owners of a beneficial interest under the said trust agreement, or if the Mortgagor or the said owner or owners of a beneficial interest under said trust agreement make an assignment for the benefit of their creditors or if their property be placed under control of, or in custody of, any Court or if the Mortgagor abandons any of said property then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the ilen hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor or the owner or owners of a beneficial interest under the said trust agreement, and apply toward the payment of said Mortgage indebtedness, any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several pages separately.

Mortgagee may employ counsel for advise of other legal services at the Mortgagee's discretion in connection with (a) any dispute of whatever nature as to the debt hereby secured or the lien of this instrument or any litigation to which the Mortgagee may be made a part on account of this lien or which may affect the title to the property securing the indebtedness hereby secured, or which may affect said debt or lien; (b) preparations for the commencement of or for conduct of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not such suit is actually commenced. Mortgagee may, in connection with any of the matters in this paragraph mentioned, pay and incur at its discretion all expenses (which may be estimated as to items which are to be expended after entry of a foreclosure decree), including but not by way of limitation, court costs, publication expense, expenses of title examination, guaranty policies, recording fees, Torrens Certificates, and Sheriff's or Magistrate's commission. All such items of expense in this paragraph mentioned including reasonable attorney's fies shall become so much additional indebtedness secured hereby and shall be immediately due and payable by the Mortgagor with interest thereon at the rate then applicable under the terms of the Note hereby

secured.

In case the mortgaged property, or any part thereof, shall be taken by eminent domain or condemnation, the Mortgages is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgager or its assignees. Mortgager nersby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award and any claim for damages for any of the property taken or damaged under the power of eminent domain or by condemnation.

J. All easements, rents, issues and profits of said promises are specially pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement be written or verbal, and it is the intention hereby to pledge said rents, issues and profit on a parity with said real estate and not secondarily, and such pledge shall not be deemed merged

in any foreclosure decree.

K. No failure even through repeated by holder to exercise any option contained in this Mortgage or in the Note which it secures, and no wavier, even though rejented, of performance of any of the covenants contained in either such instrument shall in any way affect the right of holder thereafter to exercise such option, or to require or

enforce performance of such covenant.

L. That upon the commencement of any foreclosure proceeding hereunder, the court in which suit is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under it, and without regard to the solvency of the person or persons, if any, liable for the payment of the indebtedness secured hereby, the Mortgagor, or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver or Mortgagee in Possession (Mortgagee or any other holder of the Note may be appointed such receiver or mortgagee in possession) with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption (if any), and such rents, issues and profits, when collected, maybe applied, before as well as after the foreclosure sale and before as well as after any redemption by any person, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for

the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefore in person or not, and if a receiver shall be appointed, he shall remain in possession until the expiration of the full period allowed by statute for redemption, irrespective whether there be redemption or not, and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver, but he may elect to terminate any

lease junior to the lien hereof.

M. That the Mortgage shall be released by Mortgagee by proper instrument upon payment to it of all Indebtedness secured hereby, delivery of a full and complete release by Village of Arlington Heights of all Mortgagee's obligations under the Irrevocable Letter(s) of Credit described in Paragraph N hereof, and the payment to Mortgagee of a reasonable release fee which fee shall be so much additional indebtedness secured hereby. In addition, Mortgagee shall issue partial releases upon conveyance of condominium units to bona fide, arm's length purchasers not affiliated in any way with the Mortgagor or the Guarantor under the Note, upon satisfaction of the following conditions for each such release:

1. The real estate has been divided into units pursuant to duly approved

and recorded condominium declaration;

2. Mortgagee has received an endorsement to its Policy of title insurance reflecting the release of the unit and continuing the title insurance on the unreleased portion of the real estate;

3. No tgagee has received payment of the Release Amount of \$25,000.00

per individual condominium unit for which a partial release deed is requested.

4. All perments required under this Mortgage and the Note it secures are current, Mortgagor shall not be in default of any provision whatsoever of this Mortgage and the Note it secures, and there shall be no claim pending, threatened or likely to be initiated against Mortgage under the Irrevocable Letter(s) of Credit described in

paragraph N hereof.

N. The Association may issue its Irrevocable Letter(s) of Credit in favor of the Village of Arlington Heights in connection with the installment of certain site improvements to the property. Any claim or demand made on said Irrevocable Letters of Credit shall constitute a default under this Mortgage and, at the option of the Mortgagee and without notice to the undersigned or any maker, surety, endorser or guarantor under the Note secured by this Mortgage, all unpaid indebtedness evidenced by this Mortgage or the Note which it secures shall, at the option of Mortgagor, become immediately due and payable.

O. That the Mortgagee may retain its own consultant to advise it with respect to completion of the improvements on the Property. Mortgagor shall promptly reimburse Association for all fees and expenses of said consultant which it incurs

however, said fees will not exceed \$150.00 per inspection.

P. Mortgagor represents and has been advised by the beneficiaries of the land trust under which Mortgagor holds title to the property that the proceeds of the loan secured by this Mortgage will be used for the purposes specified in paragraph 6404 of Chapter 17 of the Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a business loan within the purview and operation of said paragraph.

Q. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently, therewith; that wherever the context hereof requires, the masculine gender, as used herein, shall include the ferminine and the neuter, and the singular, number as used herein, shall include the plural; that all the rights and obligations under this Mortgage shall extend to and be binding, upon the respective successors and assigns of the Mortgager; and the successors and assigns of the Mortgager; and the successors and assigns of the Mortgager; and therefor arises.

Said corporate trustee, Mortgagor hereunder, does hereby waive any and all rights of redeinption from sale under any order or decree of foreclosure of this Mortgage on its own behalf, on behalf of the trust estate and all person beneficially interested therein, and on behalf of each and every person except decree or judgment creditors of the corporate trustee, Mortgagor hereunder in its representative capacity and of the trust estate, acquiring any interest or title to the mortgaged premises

subsequent to the date hereof.

This Mortgage is executed by the Mortgagor not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee; and Mortgagor hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by the Mortgagee herein, and by every person now or hereafter claiming any right or security hereunder, that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any personal liability on the Trustee or on any person beneficially or otherwise interested in the property or funds at any time subject to said trust agreement because or in respect of this Mortgage and the Note which secures it or the

making, issue or transfer thereof, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-signer, surety, endorser or guarantor of said Note.

IN WITNESS WHEREOF, the Mortgagor, not personally but as Trustee as aforesaid, has caused these presents to be signed by its <u>Vice President & Trust Officer</u>

Resident, and its corporate seal to Asst. V.P. & Trust Officer Respectator, this 28t	h day of May ,
A.D. 19 87 , pursuant to authority given by Directors of said corporation. (AFFIX SEAL)	resolution, duly passed by the Board of
OF A	BANK AND TRUST COMPANY ARLINGTON HEIGHTS rustee aforesaid and not personally
By:By:	Cent, Dkn-aus
	e President & Trest Officer
STATE OF ILLINOIS)	
COUNTY OF COOK)	
I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Anita D. Kraus President of THE BANK AND TRUST COMPANY OF ARLINGTON HEIGHT. a corporation, and Leonidas Mata personally known to me to be the Asso V.P. & Trust Officescutary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as vice President and Assoc Vice Pres. Accordance to said corporation and caused the corporate seal of said corporation to be affixed there to as their free and voluntary act, and as the free and voluntary act and deed of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.	
Given under my hand and Notarial Sea May A.D. 1987	al this 28th day of
" OFFICIAL SEAL " ANNETTE N. BRUSCA HOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 10/2/90	Notary Public

My commission expires____

This instrument was prepared by:

Robert T. Kowall Vice President

and is to be mailed to:

ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION 25 East Campbell Street Arlington Heights, Illinois 60005

Property of Coot County Clerk's Office

100 W. MONBOE, 4th FLOOR CHICAGO, ILLINOIS 50603 LAND TITLE CO. 44.07 Address ...

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