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NOTE: In case the Secretary or other certifying officer is designated by the foregoing resolution as one of the signing officers, this certificate should also be signed by a second Officer or Director of the Corporation.

SEAL

CORPORATE

3798630

Property

Secretary or Assistant Secretary
[Signature]

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation on this 21st day of 1989.

or revoked in any manner whatsoever. I FURTHER CERTIFY that the persons named above are principal officers of the Corporation and occupy the positions set opposite their respective names; that the foregoing Resolutions now stand of record on the books of the Corporation; that they are in full force and effect and have not been modified, delivered to and received by Lender. Any such notice shall not affect any agreements in effect or committed at the time notice is given.

BE IT FURTHER RESOLVED, that these Resolutions shall remain in full force and effect until written notice of the revocation thereof shall have been reasonably necessary or proper in order to carry into effect any of the provisions of the said Resolutions.

Further Acts. To do and perform such other acts and things and to execute and file such other documents as may in their discretion be deemed advisable.

to be credited to the account of the Corporation with Lender, or to cause any other disposition of the proceeds derived therefrom as they may deem Negotiate. To draw, endorse, and discount with Lender drafts, bills of exchange, promissory notes, or other evidences of indebtedness payable and belonging to the Corporation or in which the Corporation may have an interest, and either to receive cash for the same or to cause such proceeds

and necessary or proper in connection therewith or pertaining thereto. To execute and deliver to Lender any mortgages, deeds, trust indentures, or other instruments in writing, of any kind or nature, which may be necessary or proper in connection therewith or pertaining thereto.

Execute Security Documents. To execute and deliver to Lender the form of pledge agreement, security agreement, and financing statement which may be submitted by Lender, and which shall evidence the terms and conditions under and pursuant to which such pledges, or any of them, are made, or time, and may be either in addition to or in lieu of (a) properly theretofore mortgaged, hypothecated, encumbered, or pledged.

Grant Security. To mortgage, pledge, hypothecate, or otherwise encumber and deliver to Lender, as security for the payment of any loans so obtained, any promissory notes to executed, or any other further indebtedness of the Corporation to Lender at any time owing, however the same may be evidenced, any property belonging to the Corporation or in which the Corporation may have an interest, real, personal or mixed. Such property may be mortgaged, encumbered, hypothecated, or pledged, at the time such loans are obtained or such indebtedness is incurred, or at any other time

Executes Note. To execute and deliver to Lender the promissory note or notes of the Corporation, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, including the sums of money so borrowed or any indebtedness of the Corporation to Lender, and also to execute and deliver to Lender any renewal or renewals of the notes, or any of them, or any part thereof.

Borrow. To borrow from Lender, on such terms as may be agreed upon between the officers or employees and Lender, such sum or sums of money acting for and on behalf of the Corporation and as its act and deed, be and they are hereby authorized and empowered.

John M. Souly
President / Secretary
[Signature]
ACTUAL SIGNATURE POSITION

BE IT RESOLVED, that any 1 of the following named officers or employees of the Corporation, whose actual signatures are shown below, was present and voting, the following resolutions were unanimously adopted:

I FURTHER CERTIFY that at a meeting of the Directors of the Corporation, duly and regularly called and held on 5/14/89, at which a quorum and siding under and by virtue of the laws of the State of Illinois and has his principal office at P.O. Box 8815, Schaumburg, Illinois 60196-0815.

Borrower: JAHL, Inc. 8515
P.O. Box 8815
Schaumburg, Illinois 60196-0815
Lender: Suburban Bank of Hoffman-Schaumburg
275 South Roselle Road
Schaumburg, Illinois 60196-0878

References in the shaded area above are for Lender's use only and do not limit the applicability of this document to any particular loan or term.

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THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE PAYMENT OF THE INDEBTEDNESS AND PERFORMANCE OF ALL OBLIGATIONS OF GRANTEE UNDER THE NOTE AND THIS MORTGAGE AND IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

Rents. The word "Rents" means all rents, revenues, incomes, issues, and profits from the Real Property and the Personal Property.

Related Documents. The words "Related Documents" mean and include any promissory notes, loan agreements, security agreements, and all other documents executed in connection with this Mortgage or the indebtedness, whether now or hereafter existing.

Real Property. The words "Real Property" mean the real property described above in the "Grant of Mortgage" section.

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

of such property.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property owned by Grantor, now or subsequently attached or affixed to the Real Property, together with all accessions, parts, and additions to, all replacements of, and all substitutions for any of such property, and together with all proceeds (including insurance proceeds and refunds of premiums) from any sale or other disposition of such property.

CONTAINS A VARIABLE INTEREST RATE

Note. The word "Note" means that certain note or credit agreement dated 05-24-1989 in the original principal amount of \$489,888.88 from Borrower to Lender, together with all renewals of, extensions of, modifications of, and substitutions for the note agreement. The interest rate on the Note is 2,000 points over the index which is Home Trust & Savings Bank Prime Rate making an initial rate of 13.500%. The currently scheduled final payment of principal and interest on the Note will be due on or before 04-15-1990. NOTICE TO BORROWER: THE NOTE

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

Lender. The word "Lender" means Suburban Bank of Hoffman-Schaumburg. The Lender is the mortgagee under this Mortgage.

By Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced on the Real Property.

Improvements. The word "Improvements" means without limitation all existing and future buildings, structures, fixtures, additions and earlier construction on the Real Property.

Grantor. The word "Grantor" means JARL, Inc. The words "Grantor" and "Borrower" are used interchangeably in this Mortgage. The Grantor is the mortgagor under this Mortgage.

Borrower. The word "Borrower" means JARL, Inc. The words "Borrower" and "Grantor" are used interchangeably in this Mortgage.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to the Rents from the Real Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property described below.

The Real Property or its address is commonly known as West 177 Green Court, Schaumburg, Illinois 60158-0515. The property tax identification number for the Real Property is 07-28-101-012.

THAT PART OF THE NORTH HALF (1/2) OF SECTION 28 (28), TOWNSHIP 41

(41) NORTH, RANGE TEN (10) EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF THE NORTH WEST QUARTER (1/4) OF SAID SECTION 28; THENCE SOUTH 89 DEGREES, 01 MINUTES, 20 SECONDS EAST ALONG THE EASTLINE OF SAID NORTHWEST QUARTER (1/4) OF THE NORTH WEST QUARTER (1/4), A DISTANCE OF 417.66 FEET, FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 01 MINUTES, 40 SECONDS WEST, A DISTANCE OF 280.50 FEET TO A POINT; THENCE SOUTH 0 DEGREES, 01 MINUTES, 20 SECONDS EAST, A DISTANCE OF 363.60 FEET TO A POINT; THENCE NORTH 89 DEGREES, 01 MINUTES, 40 SECONDS WEST, A DISTANCE OF 313.60 FEET TO A POINT; THENCE NORTH 0 DEGREES, 01 MINUTES, 20 SECONDS WEST, A DISTANCE OF 353.50 FEET TO A POINT; THENCE SOUTH 89 DEGREES, 01 MINUTES, 20 SECONDS WEST, A DISTANCE OF 23.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

For valuable consideration, Grantor mortgages and warrants and conveys to Lender all of Grantor's right, title, and interest in and to the lot or lots described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures, all easements, royalties, appurtenances, all rights relating to the real property (including minerals, oil, gas, water, and the like), and all ditch rights (including ditch in ditches with ditch or ditch rights) located in Cook County, State of Illinois (the "Real Property") and legally described as:

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and warrants and conveys to Lender all of Grantor's right, title, and interest in and to the lot or lots described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures, all easements, royalties, appurtenances, all rights relating to the real property (including minerals, oil, gas, water, and the like), and all ditch rights (including ditch in ditches with ditch or ditch rights) located in Cook County, State of Illinois (the "Real Property") and legally described as:

and Suburban Bank of Hoffman-Schaumburg ("LENDER"), whose address is 275 South Roselle Road, Schaumburg, Illinois 60158-4070.

THIS MORTGAGE IS DATED 05-24-1989, BETWEEN JARL, Inc. ("GRANTOR"), whose address is P.O. Box 68515, Schaumburg, Illinois 60168-0515;

MORTGAGE

SPACE ABOVE THIS LINE IS FOR RECORDERS USE ONLY

NOTE IDENTIFIED

SEND TAX NOTICES TO:

Schaumburg, Illinois 60158-4070

275 South Roselle Road

Suburban Bank of Hoffman-Schaumburg

WHEN RECORDED MAIL TO:

Hofford

3798530

Production Attached
Filed 12-04-705 PZ

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DATE OF CHANGE

ROLE IDENTIFIER

AMOUNT LOADED PER TO

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PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall satisfy perform all of Grantor's obligations.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that its possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in first class condition and promptly perform all repairs and maintenance necessary to preserve its value.

Hazardous Substances. Grantor represents and warrants that the Property never has been, and never will be so long as the Mortgage remains a lien on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), applicable state laws, or regulations adopted pursuant to either of the foregoing. Grantor agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of the Mortgage. This obligation to indemnify shall survive the payment of the indebtedness and satisfaction of this Mortgage.

Nuisance, Waste. Grantor shall neither conduct or permit any nuisance nor consent or suffer any act or waste on or to the Property or any portion thereof, including without limitation removal, or alienation by Grantor of the right to remove, any timber, minerals (including oil and gas), or soil, or gravel or rock products.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. Lender shall not be liable if Grantor makes arrangements satisfactory to Lender to replace any improvements which Grantor proposes to remove with improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property.

Compliance with Governmental Regs & Ordinances. Grantor shall promptly comply with all laws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and Lender's interests in the Property are not jeopardized. Lender may require, among other things, that the improvements be supported by receipts, bills, expenses and affidavits, waivers of liens, construction progress reports, and such other documents as Lender may reasonably request.

Code. If some or all of the proceeds of the loan creating the Indenture are to be used to construct or complete construction of any improvements on the Property, the improvements shall be completed no later than my maturity date of the Note (or such earlier date as Lender may reasonably determine) and Grantor shall pay in full all costs and expenses in connection with the work. Lender, at its option, may advance loan proceeds under such terms and conditions as Lender may deem necessary to insure that the interest created by this Mortgage shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipts, bills, expenses, affidavits, waivers of liens, construction progress reports, and such other documents as Lender may reasonably request.

CONSTRUCTION LOAN. This Mortgage constitutes a "construction mortgage" within the meaning of section 8-313 (1)(C) of the Illinois Uniform Commercial Code. If some or all of the proceeds of the loan creating the Indenture are to be used to construct or complete construction of any improvements on the Property, the improvements shall be completed no later than my maturity date of the Note (or such earlier date as Lender may reasonably determine) and Grantor shall pay in full all costs and expenses in connection with the work. Lender, at its option, may advance loan proceeds under such terms and conditions as Lender may deem necessary to insure that the interest created by this Mortgage shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipts, bills, expenses, affidavits, waivers of liens, construction progress reports, and such other documents as Lender may reasonably request.

DUE ON SALE - CONSENT BY LENDER. Lender may at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer of all or any part of the Real Property, or any interest therein, without the Lender's prior written consent. A sale or transfer means the conveyance of real property or any right, title or interest therein, whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, instrument, lease contract, land contract for deed, leasehold interest with a term greater than three years, lease-option contract, sale, assignment or transfer of any beneficial interest in or to any land and trust holding title to the Real Property, or any other method of conveyance of real property interest. If any Grantor is a corporation, transfer also includes any change in ownership of more than 25% of the voting stock of Grantor. However, this option shall not be exercised by Lender if exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS.

Payment. Grantor shall pay when due before they become delinquent all taxes, special taxes, assessments, fees or charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for the Property, including but not limited to the interest on the Property, and shall maintain the Property free of all liens having priority over or equal to the interest of Lender under the Mortgage, except as provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within 15 days after the lien arises or it is filed, within 15 days after Grantor has notice of the filing, secure the discharge of the lien or deposit with Lender, cash fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any event, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes or assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least 15 days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanics, materialmen, or other construction men could be asserted on account of the work, services, or materials and the cost of such improvements.

PROPERTY DAMAGE INSURANCE. Maintenance of insurance. Grantor shall procure and maintain policies of the insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any co-insurance clause, and with a standard mortgagee clause in favor of Lender. In no event shall the insurance be in an amount less than \$300,000.00. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of

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DEFAULT. The following shall constitute events of default:

Default on Indebtedness. Borrower fails to make any payment when due on the indebtedness.

Default on Other Payments. Failure of Grantor within the time required by the Mortgage to make any payment for taxes or insurance, or for any other payment necessary to prevent filing of or to effect discharge of any lien.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in the Mortgage, the Note or in any of the Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of the Mortgage within the preceding 12 months, it may be cured (and no event of default will have occurred) if Grantor, after receiving written notice from Lender demanding the cure of such failure: (a) cures the failure within 15 days; or (b) if the cure requires more than 15 days, immediately takes steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical. Breaches, Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under the Mortgage, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

Insolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by federal law or Illinois law, the death of Grantor (if Grantor is an individual) also shall constitute an event of default under the Mortgage.

Foreclosure, etc. Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor against any of the Property, however the subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Leasehold Default. If the interest of Grantor in the Property is a leasehold interest, any default by Grantor under the terms of the lease, or any other event (whether or not the fault of Grantor) that results in the termination of Grantor's leasehold rights.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether arising now or later.

Events Affecting Guarantors. Any of the following events occur with respect to any guarantor of any of the indebtedness or such guarantor dies or becomes incompetent, unless the obligation arising under the guaranty and related agreements have been unconditionally assumed by the guarantor's estate in a manner satisfactory to Lender.

Inssecurity. If Lender reasonably deems that there is an inssecurity, upon the occurrence of any event of default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerated Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's cost, against the indebtedness. In furtherance of the right, Lender may require any tenant or other user of the Property to make payments of rent or use or use of the Property to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney in fact to endorse checks, records in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand exist. Lender may exercise the rights under the subparagraph either in person, by agent, or through a receiver.

Mortgages in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property, to carry out foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receiver, against the indebtedness. The mortgages in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender of a receiver shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not include pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under the Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under the Mortgage.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or any part of the Personal Property or the Real Property by nonjudicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in the Mortgage or the Note or by law.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marketed, in exercising its rights and remedies. Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least 10 days before the time of the sale or disposition.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of the Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not include pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under the Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under the Mortgage.

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By *[Signature]*
John M. Soley, President / Secretary
JAM, Inc.

EACH GRANTEE ACKNOWLEDGES IT HAS READ ALL OF THE PROVISIONS OF THIS MORTGAGE AND EACH GRANTEE AGREES TO ITS TERMS.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTEE HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER ILL. REV. STAT., CH. 110 SECTION 18-1801(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF GRANTEE AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PREMISES.

Successors and Assigns. Subject to the limitations stated in the Mortgage on transfer of Grantor's interest, the Mortgage shall be binding upon Grantor, without notice to Grantor, may be assigned to Grantor's successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to the Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of the Mortgage or liability under the indebtedness.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a statement of net cash profit received from the Property during Grantor's previous fiscal year in such detail as Lender may require. Net cash profit shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Applicable Law. This Mortgage has been delivered to Lender in the State of Illinois. Except as set forth hereinafter, this Mortgage shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, except and only to the extent of procedural matters related to the perfection and enforcement by Lender of its rights and remedies against the Property, which matters shall be governed by the laws of the State of Illinois. However, in the event that the enforceability or validity of any provision of this Mortgage is challenged or questioned, such provision shall be governed by whichever applicable state or federal law would uphold or would enforce such provision, if such law is challenged or questioned. The loan transaction which is evidenced by the Note and this Mortgage (which secures the Note) has been approved, approved and made in the State of Illinois.

Time of Essence. Time is of the essence of this Mortgage. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Amendment. No alteration or amendment of this Mortgage or the Note shall be effective unless in writing and signed by the parties sought to be changed or bound by the alteration or amendment.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Waiver and Consent. Lender shall not be deemed to have waived any rights under this Mortgage or under the Related Documents, unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right that operates as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or preclude the party's right otherwise to demand strict compliance with that provision or any other provision. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

Severability. The unenforceability or invalidity of any provision or provisions of this Mortgage as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other persons or circumstances, and all provisions of this Mortgage, in all other respects, shall remain valid and enforceable.

Multiple Parties; Corporate Authority. If Grantor (including any and all Borrowers executing this Mortgage) consists of more than one person or any one or more of Grantors are corporations or partnerships, it is not necessary for Lender to inquire into the powers of the Grantor or of the officers, directors, partners, or agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the proffered warranties of such powers shall be guaranteed under this Mortgage.

Additional Provisions. Partial release of secured property will be released on a per cent basis. Required debt reduction for each parcel released will be the greater of 75% of the sale amount, or 75% of attributed value per appraisal. A \$25.00 partial release fee will be payable for each release prepared. at all times of Grantor's current address.

Notices to Grantor and Other Parties. Any notice under this Mortgage, including without limitation any Notice of Default and any Notice of Sale to Grantor, shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective on the third day after being deposited as either first class mail, registered or certified mail, postage prepaid, directed to the addresses shown at the top of page 1. Any party may change its address for notices by written notice to the other parties. All copies of notices of foreclosure from the holder of any lien which has priority over the Mortgage shall be sent to Lender's address, as shown near the top of the first page of the Mortgage. For notice purposes, Grantor agrees to keep Lender informed of all times of Grantor's current address.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorney fees and legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining the reports (including foreclosure reports), surveys, reports, and appraisal fees, and the insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

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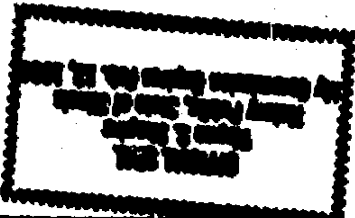
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STATE OF ILL.
 COUNTY OF COOK
 On this 24th day of MAY, 1989, before me, the undersigned Notary Public, personally appeared Jean M. South, President / Secretary of JMTL, Inc., and known to me to be an authorized agent of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its bylaws or by resolution of its board of directors, for the use and purpose therein mentioned, and on oath stated that he or she is authorized to execute and in fact executed the Mortgage on behalf of the corporation.

By [Signature]
 Notary Public in and for the State of ILL.
 My commission expires _____
 Reading at 100 W. Roosevelt Road Chicago

CORPORATE ACKNOWLEDGMENT

This Mortgage prepared by:

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1989 MAY 31 PM 1:38
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

[Handwritten signature]

Specified by _____
 Address _____
 Purchased _____
 Delivery cert. to _____
 Address _____
 Deliver duplicate Trust _____
 Order to _____
 Address _____
 Notified _____
 CTI

CHICAGO TITLE INS.
S# 72-04-705

Property of Cook County Clerk's Office

ALL CHICAGO TITLE INS. CO. 1989
 1000 N. LAKE ST. CHICAGO, IL 60611
 (312) 467-1000
 CHICAGO, ILL.