FORM 411

DOCUMENT NO.
1452704
781326
781323

STATUTORY FEDERAL TAX LIEN SEARCH

DATE OF SEARCH: 780600

PRESENT PARTIES IN INTEREST:
AMERICAN FOUNDRYMEN'S SOCIETY

772576

RESULT OF SEARCH:
none

2-27-90

INTENDED GRANTEES OR ASSIGNEES:

CAROL MOSELEY BRAUN
REGISTRAR OF TITLES
90 FEB 27 AM 9:57

RESULT OF SEARCH:

IDENTIFIED
BY
DATE
CAROL MOSELEY BRAUN
Registrar

EXHIBIT A

PARCEL 1:

LOT ONE (1), LOT TWO (2), LOT THREE (3) and that part of the Easterly Half (½) of the Heretofore vacated 20 foot wide alley lying immediately North Easterly of the Northwesterly prolongation of the Southerly Line of said Lot 3 as per vacation, Document No. 3505730. LOT FOUR and that part of the Westerly Half (½) of the Heretofore vacated 20 foot wide alley lying immediately East and Southeast of Lot 4 and lying Northerly of a line drawn from the most Southerly corner of Lot 4 to the Southwest corner of Lot 48, all in said Block 4 as per Vacation Document No. 3505730. All of LOT FIVE (5). LOT SIX (except that part thereof described as follows: Commencing at a point 8.32 feet East of the North West Corner thereof; thence South on a line forming an interior angle of 90°04', a distance of 61.54 feet; thence West 3.09 feet; thence South parallel with the first described course, a distance of 111.01 feet to the South Line of Lot 6, aforesaid; thence Northwesterly to the South West Corner of Lot 6, aforesaid; thence North on the West Line of Lot 6, aforesaid, to the North West Corner thereof; thence East 8.32 feet to the point of beginning). Lot FORTY EIGHT (Except the Southwesterly 20 feet thereof) and that part of the Easterly Half (½) of the Heretofore vacated 20.00 foot alley lying South of the Northwesterly prolongation of the Northerly line of Lot 48 and lying North of a line drawn from the Southwest corner of said Lot 48 to the most Southerly corner of said Lot 4, as per Vacation Document No. 3505730.

All in Block Twelve (12) in H.M. Cornell Company's Cumberland, a Subdivision of the South Half (½) of the Southeast Quarter (¼) of the Southeast Quarter (¼) of Section 7, Township 41 North, Range 12, East of the Third Principal Meridian; also that part of the East Half (½) of the Northeast Quarter (¼) of Section 18, Township 41 North, Range 12, East of the Third Principal Meridian, lying North of the center line of Seeger's Road called Elk Grove Road, and a Resubdivision of Lots 1 and 8, in Seeger's Subdivision of part of the South Half (½) of Fractional Section 7, and part of the North Half (½) of Fractional Section 18, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded in the Recorder's Office of Cook County, Illinois, February 29, 1928, as Document Number 9940985, in Book 255 of Plats, Page 36, filed in the Office of the Registrar of Titles of said County, February 29, 1928, as Document Number 394967 and according to the Surveyor's Certificate of Correction thereof recorded in said Recorder's Office, September 28, 1929, as Document Number 10492548 and filed in said Registrar's Office, September 16, 1931, as Document Number 592610 and refiled as Document Number 594999.

3862757

PARCEL 3:

LOT FORTY TWO (42), LOT FORTY THREE (43) In Block Twelve (12) in H.M. Cornell Co's Cumberland, a Subdivision of the South Half (½) of the Southeast Quarter (¼) of the Southeast Quarter (¼) of Section 7, Township 41 North, Range 12, East of the Third Principal Meridian also that part of the East Half (½) of the Northeast Quarter (¼) of the Northeast Quarter (¼) of Section 18, Township 41 North, Range 12, East of the Third Principal Meridian, lying North of the center line of Seeger's Road, called Elk Grove Road, and a Resubdivision of Lots 1 and 8 in Seeger's Subdivision of part of the South Half (½) of Fractional Section 7 and part of the North Half (½) of Fractional Section 18, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded in the Recorder's Office of Cook County, Illinois, February 29, 1928, as Document Number 9940985, in book 255 of Plats Page 36 and filed in the Office of the Registrar of Titles of said County February 29, 1928 as Document Number 394967 and according to the Surveyor's Certificate of Correction thereof, recorded in said Recorder's Office September 28, 1929, as Document Number 1049548 and filed in said Registrar's Office September 16, 1932, as Document Number 592610.

PARCEL 5:

LOT FORTY FOUR (44) BLOCK TWELVE (12) in The H.M. Cornell Co.'s Cumberland, a Subdivision of the South Half (½) of the Southeast Quarter (¼) of the Southeast Quarter (¼) of Section 7, Township 41 North, Range 12, East of the Third Principal Meridian, also that part of the East Half (½) of the Northeast Quarter (¼) of Section 18, Township 41 North, Range 12, East of the Third Principal Meridian, lying North of the center line of Seeger's Road called Elk Grove Road, and a Resubdivision of Lots 1 and 8 in Seeger's Subdivision of part of the South Half (½) of Fractional Section 7 and part of the North Half (½) of Fractional Section 18, Township 41 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois according to the Plat thereof recorded in the Recorder's Office of Cook County, Illinois, February 29, 1928, as Document Number 9940985 in Book 255 of Plats Page 26, filed in the Office of the Registrar of Titles of said County February 29, 1928 as Document Number 394967, and according to the Surveyor's Certificate of Correction thereof recorded in said Recorder's Office September 28, 1929, as Document Number 10492148, and filed in said Registrar's Office September 16, 1932 as Document Number 592610.

PARCEL 6:

LOT FORTY FIVE (45) BLOCK TWELVE (12) in H.M. Cornell's Co.'s Cumberland Subdivision of the South Half (½) of the Southeast Quarter (¼) of the Southeast Quarter (¼) of Section 7, Township 41 North, Range 12, East of the Third Principal Meridian; also that part of the East Half (½) of the Northeast Quarter (¼) of Section 18, Township 41 North, Range 12, East of the Third Principal Meridian lying North of the center line of Seeger's Road, called Elk Grove Road, and a Resubdivision of Lots 1 and 8 in Seeger's Subdivision of part of the South Half (½) of Fractional Section 7 and part of the North Half (½) of Fractional Section 18, Township 41 North, Range 12, East of the Third Principal Meridian, situated in the City of Des Plaines, Cook County, Illinois, according to the Plat thereof filed in the Office of the Registrar of Titles February 29, 1928, as Document Number 394967 and according to the Surveyor's Certificate of Correction filed in the Registrar's Office September 16, 1932, as Document Number 594999.

PARCEL 7:

LOT FORTY SIX (46), LOT FORTY SEVEN (47) In Block Twelve (12) "The H.M. Cornell Co.'s Cumberland, a Subdivision of the South Half (½) of the Southeast Quarter (¼) of the Southeast Quarter (¼) of Section Seven (7), Township Forty One (41) North, Range Twelve (12), East of the Third Principal Meridian, also that part of the East Half (½) of the Northeast Quarter (¼) of Section 18, Township 41 North, Range 12, East of the Third Principal Meridian, lying North of the center line of Seeger's Road, called Elk Grove Road, and a Resubdivision of Lots 1 and 8 in Seeger's Subdivision of part of the South Half (½) of Fractional Section 7 and part of the North Half (½) of Fractional Section 18, Township 41 North, Range 12, East of the Third Principal Meridian, situated in the City of Des Plaines, Cook County, Illinois", according to the Plat of said Cumberland, as corrected by Surveyor's Certificate of Correction, filed in the Office of the Registrar of Titles of Cook County, Illinois, as Document Number 594999.

Permanent Index Nos. 09-07-417-038
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09-07-417-055
09-07-417-048

Commonly known as W. Golf and N. Wolf Rds., Des Plaines, IL 60016

PARCEL 8:

The vacated alley lying between Lots 3 and 4 and Lots 4 and 48 beginning at State Street and extending Southerly to a line drawn at right angles to the westerly line of Lot 48 from a point 20 feet northeasterly of the southwesterly corner of said Lot 48 in Block 12 in H.M. Cornell's Company's Cumberland aforesaid.

RESOLUTION OF THE BOARD OF DIRECTORS

I, Charles H. Jones do hereby certify that I am the Secretary of American Foundrymen's Society a corporation organized and existing under the laws of the State of Illinois and as such am keeper of the records and the corporate seal of said corporation; that at a meeting of the Board of Directors of said corporation duly held on the 30th day of September, 1989 the following resolution was adopted:

BE IT RESOLVED, that American Foundrymen's Society shall execute a Promissory Revolving Fixed Maturity Note made payable to The First National Bank of Des Plaines in the principal amount of $1,000,000.00. The Note shall also be executed by Cast Metals Institute. American Foundrymen's Society and Cast Metals Institute shall both be allowed to borrow under the terms of the Note and both shall be jointly and severally liable for all amounts due The First National Bank of Des Plaines under the Note.

BE IT RESOLVED, that any and all of the real property legally described on attached Exhibit A of American Foundrymen's Society mortgaged to The First National Bank of Des Plaines shall secure not only the payment of all indebtedness due from American Foundrymen's Society, but shall also secure the payment of any and all indebtedness due the Bank from Cast Metals Institute.

BE IT RESOLVED, that the Bank is authorized to lend money to American Foundrymen's Society and/or Cast Metals Institute upon the direction of any officer previously or heretofore designated in any resolution of the Board of Directors heretofore given or hereafter given to the Bank by American Foundrymen's Society and/or Cast Metals Institute.

The foregoing Resolution shall continue in force until express or written notice of its rescission or modification has been received by the Bank, but if the authority contained therein should be revoked or terminated by operation of law without such notice, it is resovled and hereby agreed for the purpose of inducing the Bank to act thereunder, that the Bank shall be saved harmless from any loss suffered or liability incurred by it in so acting after such revocation or termination without such notice.

I do hereby certify that the above Resolution has not been altered, amended or rescinded in whole or in part and is now in full force and effect. I do further certify that the genuine signatures of those authorized to sign for American Foundrymen's Society appear on the signature cards previously transmitted to the Bank.

IN WITNESS WHEREOF, I have hereunto set my hand this 31st day of January, 1990.

Charles H. Jones
SECRETARY

STATE OF ILLINOIS

COUNTY OF Cook

I, JOAN K. EVANS, a Notary Public in and for the County and State aforesaid, do hereby certify that CHARLES H. JONES personally known to me to be the same person whose name is as SECRETARY respectively, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he/she being thereunto duly authorized, signed and delivered said instrument as his/her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31ST day of JANUARY, 1990.

Joan K. Evans
NOTARY PUBLIC

My Commission Expires:

"OFFICIAL SEAL"
JOAN K. EVANS
Notary Public, State of Illinois
My Commission Expires 9/21/91

This instrument was prepared by:

Charles H. Jones
Secretary

American Foundrymen's Society
Golf and Wolf Roads
Des Plaines, IL 60016
(708) 824-0181

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EXHIBIT A

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Commonly known as W. Golf and N. Wolf Rds., Des Plaines, IL 60016

PARCEL 8:

The vacated alley lying between Lots 3 and 4 and Lots 4 and 48 beginning at State Street and extending Southerly to a line drawn at right angles to the westerly line of Lot 48 from a point 20 feet northeasterly of the southwesterly corner of said Lot 48 in Block 12 in H.M. Cornell's Company's Cumberland aforesaid.

38622757

MORTGAGE

THIS MORTGAGE is dated as of September 30, 1989, and is made between American Foundrymen's Society ("Mortgagor") a corporation organized under the laws of the state of Illinois, located at Golf and Wolf Roads, Des Plaines, Illinois and The First National Bank of Des Plaines, a national banking association ("Mortgagee") located at 701 Lee Street, Des Plaines, Illinois.

WITNESS: Cast Metals Institute an Illinois corporation ("Debtor") and Mortgagor have executed a promissory note ("Note") dated as of the date of this Mortgage, payable to the order of the Mortgagee in the principal amount of $1,000,000.00, plus interest at the per annum rate of one and one half percent (1½%) in excess of the Prime Rate of Mortgagee and after DEFAULT or MATURITY at the per annum rate of four and one half percent (4½%) in excess of the Prime Rate (as defined in the Note). The Note with any accrued and unpaid interest is payable on September 30, 1990, unless the Note shall become due earlier whether by acceleration or otherwise. Interest is payable monthly commencing on October 31, 1989 on the last day of each month thereafter until maturity. This Mortgage secures a Revolving Credit Note. Disbursements of principal shall be made in accordance with the terms of the Note. The Mortgagee and Debtor may borrow, repay and reborrow up to the full principal amount of $1,000,000.00 in accordance with the terms of the Note.

GRANT OF MORTGAGE

1.1. To secure payment of the liabilities, obligations and indebtedness evidenced by the Note and the Liabilities (defined below) and the performance of the covenants and agreements of Mortgagor hereunder, including any and all renewals and extensions of the Note, Mortgagor does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagee, all of Mortgagor's estate, right, title and interest in the real estate situated, lying and being in the County of Cook, and State of Illinois, legally described on attached Exhibit A and made part hereof, which is referred to herein as the "Premises", together with all improvements, buildings, tenements, hereditaments, appurtenances, water, gas, oil, minerals, and easements located in, on, over or under the Premises, and all types and kinds of furniture, fixtures, apparatus, machinery and equipment, including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the Premises or hereafter erected, installed or placed on or in the Premises, and whether or not physically attached to the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities.

1.2. Further, Mortgagor does hereby pledge, assign, transfer, deliver and grant to Mortgagee, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a Default shall occur or an event shall occur which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.

1.3. Further, Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

MORTGAGOR COVENANTS and REPRESENTATIONS

While any of the Liabilities remain outstanding, Mortgagor represents, warrants, covenants and agrees as follows:

2.1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage, free from any encumbrances, security interests, liens, mechanics' liens or claims for lien and any other claims or demands against Mortgagor's title to the Premises; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of construction upon the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of the Premises.

2.2. Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water taxes or charges, drainage taxes or charges, sewer service taxes or charges, and other taxes, assessments or charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default (as defined in Section 4.1) hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagor may desire to contest prior to such tax, assessment or charge becoming delinquent.

2.3. Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgagor shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayment, discharge or compromise of any rent or release any tenant from any obligation at any time while the Liabilities secured hereby remains unpaid.

2.4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferred, assigned and shall be paid to Mortgagee; and such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' and paralegals' fees, to the reduction of the indebtedness secured hereby in such order of application as Mortgagee may elect, and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.

2.5. Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire,

lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagee. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard zone. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvements on the Premises and, in no event, less than the principal amount of the Note. Mortgagor shall obtain liability insurance with respect to the Premises in an amount which is acceptable to Mortgagee. All policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a lender's loss payable clause or endorsement in form and substance satisfactory to Mortgagee. In the event of any loss, Mortgagor shall give immediate notice thereof to Mortgagee and any appropriate insurer. The Mortgagee may make any proof of loss to any insurer, if the Mortgagor fails to immediately make a proof of loss to any such insurer. Mortgagor shall deliver all insurance policies, including additional and renewal policies, to Mortgagee. In case of insurance about to expire, Mortgagor shall deliver to Mortgagee renewal policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days' prior written notice to Mortgagee.

2.6. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, or grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.

2.7. Unless otherwise agreed to in writing, Mortgagor covenants and agrees to deposit at the place as Mortgagee may, from time to time, in writing appoint and, in the absence of appointment, then at the office of Mortgagee commencing with the first interest payment pursuant to the Note secured hereby, and on each and every interest payment date thereafter until the Liabilities secured by this Mortgage is fully paid, a sum equal to the last total annual taxes and assessments for the last ascertainable year (general and special) with respect to the Premises divided by the number of annual interest payments due hereunder. Notwithstanding the foregoing, if the taxes or assessments for the last ascertainable year exclude the buildings or improvements or any part thereof, now constructed or to be constructed on the Premises, then the amount of the deposits to be paid pursuant to this paragraph shall be based upon the reasonable estimate of Mortgagee as to the amount of taxes and assessments which shall be levied or assessed. Concurrent with the initial disbursement of the Note, Mortgagor will also deposit with Mortgagee an amount based upon the taxes and assessments so ascertainable or so estimated by Mortgagee, as the case may be, for taxes and assessments with respect to the Premises on an accrual basis for the period from January 1, immediately following the year for which all taxes and assessments have been fully paid to and including the date of the first installment tax and assessment deposit hereinabove mentioned. The deposits are to be held in trust without allowance of interest and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any of the taxes or assessments (general or special) for any year when the same shall become due and

payable, Mortgagor shall, within ten days after receipt of a notice and demand from Mortgagee deposit the additional funds as may be necessary to pay such taxes and assessments (general and special). Any excess shall be applied to subsequent deposits for taxes and assessments.

2.8. Upon request by Mortgagee, concurrent with and in addition to the deposits for general and special taxes and assessments pursuant to the terms of Section 2.7 of this Mortgage, Mortgagor will deposit with Mortgagee a sum equal to the premiums that will next become due and payable on any insurance policies required hereunder, divided by the number of annual interest payments due hereunder so that such payments are sufficient to pay the insurance premiums when they become due and payable. All sums deposited hereunder shall be held in trust without interest for the purpose of paying the insurance premiums.

2.9. Mortgagor is the sole owner of the Premises free from any lien, encumbrance or claim, except this Mortgage.

2.10. No release of any petroleum, oil, or chemical liquids or solids, liquid or gaseous products or hazardous waste (a "Release of Hazardous Materials") has occurred or is existing on any portion of the Premises, or any other real property in the state in which the Premises is located now or previously owned by Mortgagor. Mortgagor has not received any notice from any governmental agency or from any tenant under a lease or from any other party with respect to any such Release of Hazardous Materials.

2.11. Mortgagor shall not cause or permit to exist any Release of Hazardous Materials on any portion of the Premises or any other real property in the state in which the Premises is located, owned by Mortgagor or by any person having a legal and beneficial interest in Mortgagor (if Mortgagor is a corporation, trust or other entity). Mortgagor shall immediately notify Mortgagee of any notice or threatened action from any governmental agency or from any tenant under a lease of any portion of the Premises or from any other party with respect to any such Release of Hazardous Materials.

MORTGAGEE RIGHTS

3.1. No remedy or right of Mortgagee hereunder shall be exclusive. Each right or remedy of Mortgagee with respect to the Liabilities, this Mortgage or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or omitting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

3.2. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances, Mortgagee may do so according to any bill, statement or estimate received from the appropriate party claiming such funds without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of the lien, encumbrance, security interest, tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

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

DEFAULT AND RIGHTS ON DEFAULT

4.1. Upon Default, at the sole option of Mortgagee, the Note and/or any other Liabilities shall become immediately due and payable, and Mortgagor shall pay all expenses of Mortgagee including attorneys' and paralegals' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage means any one or more of the events, conditions or acts described as a default in the Note, or the failure of Debtor and/or Mortgagor on the Note to pay and perform the Note or Liabilities in accordance with their terms, or failure of Mortgagor to comply with or to perform in accordance with any representation, warranty, term, provision, condition, covenant or agreement contained in this Mortgage, or any instrument, agreement or writing securing any Liabilities to which the Mortgagor and Mortgagee are parties. Any DEFAULT under the Note shall be Default under this Mortgage.

4.2. Upon any Default hereunder, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the 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 attorneys' and paralegals' fees, and any other funds advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any Default hereunder.

4.3. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' and paralegals' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax and lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgagee shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity

interest rate set forth in the Note. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after Default, whether or not actually commenced; or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

4.4. The proceeds of any foreclosure sale 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 the items that are mentioned in the immediately preceding paragraph; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.

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

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

DEFINITIONS

5.1. "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagor and/or of the Debtor to the Mortgagee on the Note, and of any other liabilities, obligations and indebtedness of the Mortgagor and/or the Debtor to the Mortgagee whether heretofore, now or hereafter owing or arising, due or payable, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising, through discount, overdraft, purchase, direct loan, by operation of law or otherwise, together with attorneys' and paralegals' fees relating to the Mortgagee's rights, remedies and security interests hereunder, including advising the Mortgagee or drafting any documents for the Mortgagee at any time. Notwithstanding the foregoing, in no event shall the lien of this Mortgage secure outstanding Liabilities in an amount in excess of 400% of the original stated principal amount of the Note and this Mortgage.

5.2. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor and all persons or parties claiming by, under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the Liabilities secured hereby or any part thereof, whether or not such persons or parties shall have executed the Note or this Mortgage, including their respective heirs, estates, personal representative, successors and assigns. Each Mortgagor shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.

MISCELLANEOUS

6.1. Mortgagee shall release this Mortgage by a proper release after payment and satisfaction in full of the Note and all Liabilities.

6.2. MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE. IN THE EVENT THE PREMISES IS AGRICULTURAL PROPERTY AND MORTGAGOR IS AN ILLINOIS CORPORATION, A FOREIGN CORPORATION LICENSED TO DO BUSINESS IN THE STATE OF ILLINOIS OR A CORPORATE TRUSTEE OF AN EXPRESS TRUST, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES, AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE. IN THE EVENT THE PREMISES IS RESIDENTIAL PROPERTY AS DEFINED UNDER THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, BUT PRIOR TO THE FILING OF A

COMPLAINT FOR FORECLOSURE, THE PREMISES CEASES TO QUALIFY AS RESIDENTIAL PROPERTY, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

6.3. This Mortgage has been made, executed and delivered to Mortgagee in Cook, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

WITNESS the hand and seal of Mortgagor the day and year set forth above.

American Foundrymen's Society

By: Charles H. Power - Executive Vice President

Attest: Marla B. Kmm - VP Finance

This instrument was prepared by:

Paul J. Richter
DeHaan & Richter, P.C.
55 West Monroe St., Suite 1000
Chicago, Illinois 60603
(312) 726-2660

3862757

STATE OF ILLINOIS

COUNTY OF COOK

I, Helen Braun, a Notary Public in and for the County and State aforesaid, do hereby certify that Maria P. Komon and Charles H. Jones, personally known to me to be the same persons whose names are as Treasurer and Executive Vice President, respectively, of American Foundrymen's Society, a Illinois corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of December, 1989.

Helen Braun
NOTARY PUBLIC

My Commission Expires:

"OFFICIAL SEAL"
HELEN BRAUN
Notary Public, State of Illinois
My Commission Expires 6/30/90

1990 FEB 27 AM 10: 21

CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

Submitted by

Address

Phone

Date

3862757

Deed

Address

Mailed

Key

3862757

DeHoan + Richter PC
55 West Monroe
Suite 1000
Chicago IL. 60603