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EXHIBIT "A" 5 9 1 1 5 6 2

PARCEL 1:

LOT "A" OF BLOCK 30 IN CANAL TRUSTEE'S SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN BY THE PLAT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, IN BOOK 20 OF PLATS AT PAGE 6, AS DOCUMENT NUMBER 616674, IN COOK COUNTY, ILLINOIS, INCLUDING IN SAID LOT "A" THE NORTHEASTERLY HALF OF THE PRIVATE ALLEY SHOWN ON SAID PLAT OF LOT "A" ALONG A SOUTHERLY LINE OF SAID LOT "A" AND THE NORTHEASTERLY AND SOUTHWESTERLY PRIVATE ALLEY ALONG A SOUTHWESTERLY LINE OF SAID LOT "A".

PARCEL 2:

LOTS 1 AND 2 IN THE RESUBDIVISION OF LOTS 5, 6, 7 AND 8 IN LOEB'S SUBDIVISION OF THE EAST HALF OF THE WEST HALF OF LOT 1 AND THE WEST HALF OF LOT 2 OF BLOCK 30 OF CANAL TRUSTEE'S SUBDIVISION AFORESAID IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 4 (EXCEPT THE SOUTH 6 INCHES THEREOF) IN THE SUBDIVISION OF BLOCK 30 IN CANAL TRUSTEE'S SUBDIVISION AFORESAID IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PORTION OF LOTS 3, 4, 5 AND 6 IN JOHN HORN'S SUBDIVISION OF LOT 5 IN THE SUBDIVISION OF BLOCK 30 IN CANAL TRUSTEE'S SUBDIVISION AFORESAID IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH EAST CORNER OF LOT 4 AFORESAID; THENCE WEST 115 1/2 FEET ON THE NORTH LINE OF SAID LOT 4; THENCE SOUTH TO A POINT ON THE SOUTH LINE OF LOT 3, 115 1/2 FEET WEST OF THE SOUTH EAST CORNER OF LOT 6 AFORESAID; THENCE EAST TO THE SOUTH EAST CORNER OF LOT 6, AND THENCE NORTH TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 1 AND 2 IN OWNER'S DIVISION OF PART OF ORIGINAL LOT 4 AND PARTS OF LOTS 1 TO 6 IN JOHN HORN'S SUBDIVISION OF LOT 5 IN BLOCK 30 OF CANAL TRUSTEE'S SUBDIVISION AFORESAID IN PART OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 IN GEHRKE'S SUBDIVISION OF LOT 6 IN THE SUBDIVISION OF BLOCK 30 IN CANAL TRUSTEE'S SUBDIVISION AFORESAID IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THE EAST 24 FEET OF THAT PART OF LOT 1 IN BLOCK 30 IN CANAL TRUSTEE'S SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 19.8 FEET NORTH OF THE SOUTH LINE AND 150 FEET EAST OF THE WEST LINE OF SAID LOT 1; THENCE NORTH 19.8 FEET TO THE NORTH LINE OF SAID LOT; THENCE WEST TO THE NORTH WEST CORNER THEREOF; THENCE SOUTHEASTERLY TO THE SOUTH WEST CORNER THEREOF; THENCE EAST TO A POINT IN THE SOUTH LINE OF SAID LOT WHICH IS 19.8 FEET SOUTH OF THE POINT IN THE SOUTH LINE OF SAID LOT WHICH IS 19.8 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH TO A POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 8:

LOT 4 IN LOEB'S SUBDIVISION OF THE EAST HALF OF THE WEST HALF OF LOT 1 AND THE WEST HALF OF LOT 2 IN BLOCK 30 IN CANAL TRUSTEE'S SUBDIVISION AFORESAID IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THAT PART OF SAID LOT 4 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF SAID LOT 4 THENCE SOUTHEASTERLY TO A POINT IN THE WESTERLY LINE OF SAID LOT WHICH IS 9.0 FEET SOUTH OF THE NORTH LINE OF SAID LOT (SUCH MEASUREMENT BEING PERPENDICULAR TO SAID NORTH LINE); THENCE EAST ALONG A LINE DRAWN PARALLEL WITH THE NORTH LINE OF SAID LOT, A DISTANCE OF 12.0 FEET; THENCE NORTH ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF SAID LOT TO SAID NORTH LINE OF SAID LOT; THENCE WEST ALONG THE NORTH LINE OF SAID LOT TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 9:

LOTS 9, 10 AND 11 (EXCEPT THE WESTERLY 1.0 FOOT OF SAID LOTS) IN GEHRKE'S SUBDIVISION OF LOT 6 IN THE SUBDIVISION OF BLOCK 30 IN CANAL TRUSTEE'S SUBDIVISION AFORESAID IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

LOTS 3, 4, 5 AND THAT PART OF LOT 6, LYING NORTHWESTERLY OF A LINE DRAWN FROM THE SOUTH WEST CORNER OF SAID LOT 6, AT RIGHT ANGLES TO LINCOLN AVENUE (EXCEPTING THE SOUTH WESTERLY 1 FOOT THEREOF) ALL IN LOEB'S RESUBDIVISION OF LOTS 5, 6, 7 AND 8 IN LOEB'S SUBDIVISION OF THE EAST HALF OF THE WEST HALF OF LOT 1 AND THE WEST HALF OF LOT 2 IN BLOCK 30 IN CANAL TRUSTEE'S SUBDIVISION AFORESAID IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO ALL OF THE 6.65 FOOT PRIVATE ALLEY LYING NORTH EASTERLY OF AND ADJOINING SAID LOT 5 AND SAID PORTION OF LOT 6, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 11:

ALL OF THE 12 FOOT PUBLIC ALLEY (VACATED BY ORDINANCE RECORDED OCTOBER 1, 1980 AS DOCUMENT NUMBER 25606247, SHOWN ON THE PLAT OF CONRAD GEHRKE'S SUBDIVISION OF LOT 6 IN THE SUBDIVISION OF BLOCK 30 IN THE CANAL TRUSTEE'S SUBDIVISION AFORESAID IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH ALLEY IS WESTERLY OF AND ADJOINING THE WESTERLY LINES OF LOTS 1, 5 AND 6, NORTH WEST OF AND ADJOINING THE NORTH WESTERLY LINE OF LOT 8, EAST AND SOUTH EAST OF THE EASTERLY AND SOUTH EASTERLY LINE OF LOTS 3, 4 AND 7 IN GEHRKE'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 12:

LOTS 3 TO 22, INCLUSIVE (EXCEPT THE NORTHEASTERLY 1.0 FOOT OF LOTS 3 TO 19 INCLUSIVE, ALSO EXCEPTING THAT PART OF LOTS 3, 4, 5 AND 6 LYING WEST OF THE WEST LINE, EXTENDED NORTH, OF LOT 3 IN JOHN COSTELLO'S SUBDIVISION OF LOTS 23 TO 26 IN J. WADDINGTON'S SUBDIVISION, HEREINAFTER DESCRIBED) ALL IN J. WADDINGTON'S SUBDIVISION OF THE EAST 3 ACRES OF BLOCK 29 IN CANAL TRUSTEE'S SUBDIVISION AFORESAID IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM: LOT THREE IN J. WADDINGTON'S SUBDIVISION (HEREINAFTER DESCRIBED) (EXCEPTING FROM SAID LOT 3 THE NORTHEASTERLY 1 FOOT THEREOF; AND EXCEPTING FROM SAID LOT 3 THAT PART THEREOF LYING WEST OF THE WEST LINE EXTENDED NORTH OF LOT 3, IN JOHN COSTELLO'S SUBDIVISION OF LOTS 23 TO 26, IN J. WADDINGTON'S SUBDIVISION, HEREINAFTER DESCRIBED) IN J. WADDINGTON'S SUBDIVISION OF THE EAST THREE (3) ACRES OF BLOCK 29, IN CANAL TRUSTEE'S SUBDIVISION OF THE NORTH HALF (1/2) AND THE NORTH HALF (1/2) OF THE SOUTH EAST QUARTER (1/4), AND THE EAST HALF (1/2) OF THE SOUTH WEST QUARTER (1/4) OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

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PARCEL 13:

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LOT 3 IN JOHN COSTELLO'S SUBDIVISION OF LOTS 23 TO 26, INCLUSIVE, IN J. WADDINGTON'S SUBDIVISION OF THE EAST 3 ACRES OF BLOCK 29 IN CANAL TRUSTEE'S SUBDIVISION, AFORESAID, IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 14:

THAT PART OF LOTS 24 AND 25 (EXCEPT THE NORTHEASTERLY 1.0 FOOT OF SAID LOTS, ALSO EXCEPT THAT PART OF SAID LOTS LYING WEST OF THE WEST LINE, EXTENDED NORTH, OF LOT 3 IN JOHN COSTELLO'S SUBDIVISION, AFORESAID) IN CARLSON AND WOLTZ SUBDIVISION OF THE WEST 2 ACRES OF BLOCK 29, ALSO OF LOTS 1 AND 2 IN J. WADDINGTON'S SUBDIVISION OF THE EAST 3 ACRES OF BLOCK 29 IN CANAL TRUSTEE'S SUBDIVISION, AFORESAID, IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 15:

ALL THAT PART OF THE 30 FOOT ALLEY (VACATED BY ORDINANCE RECORDED NOVEMBER 1, 1977 AS DOCUMENT NUMBER 21694318) WESTERLY AND SOUTHWESTERLY OF AND ADJOINING LOTS 6 TO 14, INCLUSIVE, IN J. WADDINGTON'S SUBDIVISION, AFORESAID, LYING EASTERLY AND SOUTHEASTERLY OF THE WEST LINE, EXTENDED NORTH, OF LOT 3 IN JOHN COSTELLO'S SUBDIVISION OF LOTS 23 TO 26 IN J. WADDINGTON'S SUBDIVISION, AFORESAID, AND LYING NORTH OF THE SOUTH LINE OF LOTS 14 AND 20, EXTENDED EAST AND WEST IN SAID J. WADDINGTON'S SUBDIVISION, IN COOK COUNTY, ILLINOIS.

PARCEL 16:

LOT 3 IN J. WADINGTON'S SUBDIVISION (HEREINAFTER DESCRIBED) (EXCEPTING FROM SAID LOT 3 THE NORTHEASTERLY 1 FOOT THEREOF; AND EXCEPTING FROM SAID LOT 3 THAT PART THEREOF LYING WEST OF THE WEST LINE EXTENDED NORTH OF LOT 3, IN JOHN COSTELLO'S SUBDIVISION OF LOTS 23 TO 26, IN J. WADINGTON'S SUBDIVISION, HEREINAFTER DESCRIBED) IN J. WADINGTON'S SUBDIVISION OF THE EAST THREE (3) ACRES OF BLOCK 29, IN CANAL TRUSTEE'S SUBDIVISION OF THE NORTH HALF (1/2) AND THE NORTH HALF (1/2) OF THE SOUTH EAST QUARTER (1/4), AND THE EAST HALF (1/2) OF THE SOUTH WEST QUARTER (1/4) OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

14-33-132-039; 14-33-132-037; 14-33-132-035

- 14-33-132-036, 14-33-132-012, 14-33-132-011,
- 14-33-132-027, 14-33-132-010, 14-33-131-046, 14-33-131-043,
- 14-33-132-032, 14-33-132-034, 14-33-132-029, 14-33-132-038,
- 14-33-131-049, 14-33-131-014, 14-33-131-047, VOL. 494.

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Clerk's Office

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CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE, made September 13 1990, between

THE HASSINGER COMPANIES, INC.
Suite 515

300 Park Boulevard Itasca IL 60143
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and LUTHERAN GENERAL HEALTH
CARE SYSTEM

1775 Dempster Street Park Ridge, Illinois
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee pursuant to and subject to the terms of paragraph 3 of that certain Agreement of Purchase and Sale by and between the Mortgagors and the Mortgagee and the Hassinger Companies, Inc. dated August, 1990 ("Contract") up to the amount of Four Million Five Hundred Seventy-Five thousand dollars (\$4,575,000.00) and the

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

See Exhibit A

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

Permanent Real Estate Index Number(s): See Exhibit "A"

Address(es) of Real Estate: 2035 North Lincoln Avenue, Chicago, Illinois

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

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

The name of a record owner is:

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand . . . and seal . . . of Mortgagors the day and year first above written. THE HASSINGER COMPANIES, INC.

(Seal)

(Seal)

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

By William M. Laytin
Notary Public

(Seal)

(Seal)

State of Illinois, County of Cook, ss.,
in the State aforesaid, DO HEREBY CERTIFY that

I, the undersigned, a Notary Public in and for said County William M. Laytin



"OFFICIAL SEAL"
I, Laura C. Coplon personally known to me to be the same person whose name is subscribed to the foregoing instrument, Notary Public, State of Illinois, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as My Commission Expires July 14, 1992, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 13th day of September 1990
Commission expires 7/14 1992 Laura C. Coplon Notary Public

This instrument was prepared by James B. Smith, 3500 Three First National Plaza, Chicago, Ill. 60602
(NAME AND ADDRESS)

Mail this instrument to James B. Smith, 3500 Three First National Plaza
(NAME AND ADDRESS)

Chicago Illinois 60602
(CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO. _____

3911062

Above Space For Recorder's Use Only

3911332

Subject to Mortgagor's right to demolish improvements and limited by Mortgagee's management and repair obligations set forth in that certain Agreement of Purchase and Sale dated

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August 3, 1990 by and between The Hassinger Companies, Inc. and Mortgagee

of Fifteen percent (15%) per annum

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 THE REVERSE SIDE OF THIS MORTGAGE:

1. Mortgagors shall (1) keep the buildings or improvements on the premises free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (2) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (3) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof;

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

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

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

5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) without penalty or premium.

6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable in case of loss or damage to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

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

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable immediately when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

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

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

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

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

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

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

16. If the payment of any indebtedness or any part thereof is extended or varied or if any part of the security be released, all persons who are or may be liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons shall be preserved by the Mortgagee, notwithstanding such extension, variation or release.

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

This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming both or either of them, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

19. This mortgage is junior and subordinate to that certain Purchase Money Mortgage by and between Mortgagee and Mortgagor of even date herewith in the principal amount of Sixteen Million Dollars (\$16,000,000.00).

3911562

FAK 11/17/90

Handwritten signature and date: 11/17/90