GEORGE E. COLE® LEGAL FORMS

FORM NO. 108
February 1985

PARTIAL PURCHASE MONEY MORTGAGE (ILLINOIS)

For Use With Note Form No. 1447

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CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

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Above Space For Recorder's Use Only

THIS INDENTURE, made October 12, 19 90, between American National Bank and Trust Company of Chicago, as trustee under trust agreement dated October 1, 1990 and known as trust no. 112752-03

33 N. LaSalle St., Chicago, IL 60690
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and Podolsky and Associates, Ltd., as agent

Suite 440, One Westbrook Corporate Center, Westchester, IL 60154
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of One hundred sixty-six thousand six hundred sixty-six and 67/100ths* DOLLARS ($166,666.67*), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 8th day of January, 1992, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at at the places set forth in the Notes, Westchester, Illinois 60154 *Jackson and Wacker Corporation and Mutual Trust Life Insurance Company

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

an undivided 2/3 interest JW

See Exhibit A, legal description, attached hereto and made a part hereof.

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

Permanent Real Estate Index Number(s): 08-26-304-032; 08-26-304-033; 08-26-304-034; 08-26-304-035; and 08-26-304-036.

Address(es) of Real Estate: 2001 Landmeier Rd., Elk Grove Village, Illinois

This is a junior mortgage.

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as 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, inador 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. American National Bank and Trust Company of Chicago, as trustee

The name of a record owner is: under trust agreement dated October 1, 1990 a/k/a trust no. 112752-03.

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. A Rider is attached hereto and made a part hereof.

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

(Seal) (Seal)

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

American National Bank and Trust Company of Chicago, as trustee under trust agreement dated October 1, 1990 a/k/a trust no. 112752-03.

(Seal) (Seal)

State of Illinois, County of ss., I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that

IMPRESS SEAL HERE

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that h signed, sealed and delivered the said instrument as 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 day of 19

Commission expires 19

Notary Public

This instrument was prepared by Sidney G. Saltz, Jenner & Block, One IBM Plaza, Chicago, IL 60611
(NAME AND ADDRESS)

Mail this instrument to Sidney G. Saltz, Jenner & Block, One IBM Plaza, Chicago, IL 60611
(NAME AND ADDRESS)

(CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO.

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

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

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

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

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 office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

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 (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) 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 Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

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

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

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

This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, warranty or indemnity either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
As Trustee as aforesaid and not personally,

By ..... SECOND Vice President

ATTEST ..... Assistant Secretary

STATE OF ILLINOIS
COUNTY OF COOK } ss.

I, ANNE M. MARCHERT a Notary Public, in and for said County, in the State aforesaid,

DO HEREBY CERTIFY, that P. JOHANSEN SECOND Vice-President of the *AMERICAN NATIONAL BANK AND TRUST COMPANY* of Chicago, and J. Michael Whelan Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this OCT 12 1990 day of ..... A.D. 19.....

"OFFICIAL SEAL"
ANNE M. MARCHERT
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 04/23/94

Anne M Marchert
Notary Public

Form 1308 R.4/89

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RIDER TO PART PURCHASE MONEY MORTGAGE
AMERICAN NATIONAL BANK AND TRUST COMPANY OF
CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED
OCTOBER 1, 1990 AND KNOWN AS TRUST NO. 112752-03
PODOLSKY AND ASSOCIATES, LTD., AS AGENT

19. It is understood and agreed that this Mortgage is a Junior Mortgage, subject and subordinate in all respects to a mortgage made by Mortgagors to LaSalle Bank Westmont, an Illinois Bank ("LaSalle") and recorded with the Recorder of Deeds of Cook County on 10/18/90, as Document No. 90391961 (the "First Mortgage"). Mortgagors agree that they will timely pay and perform in accordance with the terms and conditions of the First Mortgage, the Note secured thereby and all other instruments securing said Note. Without limiting the provisions of Section 7 hereof, any sums paid by Mortgagee to cure any default by Mortgagors with respect to the First Mortgage shall be so much additional indebtedness secured hereby, which shall be immediately due and payable by Mortgagors to Mortgagee.

20. Mortgagee shall notify LaSalle of any default by Mortgagors under this Mortgage and shall provide a copy of any notice of default sent by Mortgagees to Mortgagors. LaSalle shall have thirty (30) days from the date LaSalle receives any notice required by this Paragraph 20 to cure such default. Any notice sent to LaSalle shall be in writing and may be personally delivered or, if mailed, by U.S. certified mail, return receipt requested, or by prepaid national overnight express delivery service and addressed to LaSalle at 139 North Cass Avenue, Westmont, Illinois 60559. Any notice given in accordance with this Paragraph 20 shall be deemed to be received by LaSalle (a) three business days after deposit of same in the U.S. mail, (b) one business day following deposit of same with a national overnight express delivery service, or (c) upon delivery, if hand delivered.

21. In the event of any conveyance, sale, assignment, transfer or further encumbrance of the premises, the Note secured hereby shall be immediately due and payable.

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22. Mortgagors, for themselves, and all who may claim through or under them, waive any and all right to have the property and estates comprising the premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety. Mortgagors do hereby expressly waive any and all rights of redemption from any order, judgment or decree of foreclosure of this Mortgage on behalf of Mortgagors and each and every person acquiring any interest in or title to the premises subsequent to the date of this Mortgage.

23. Mortgagors shall be entitled to ten (10) days after notice to cure payment defaults and defaults relative to insurance, and thirty (30) days after notice to cure other non-payment defaults.

EXHIBIT A
LEGAL DESCRIPTION

LOT 169 (EXCEPT THE NORTHERLY 10 FEET THEREOF AS MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF LOT 169)
LOT 170 (EXCEPT THE NORTHERLY 10 FEET THEREOF AS MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF LOT 170)
LOT 171 (EXCEPT THE NORTHERLY 10 FEET THEREOF AS MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF LOT 171)
LOT 172 (EXCEPT THE NORTHERLY 10 FEET THEREOF AS MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF LOT 172)
LOT 173 (EXCEPT THE NORTHERLY 10 FEET THEREOF AS MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF LOT 173)
IN CENTEX INDUSTRIAL PARK UNIT 13, BEING A SUBDIVISION IN SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 2, 1963, AS DOCUMENT NUMBER 2104889.

DRC0101.EXB/670-kls

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