3928262

November 20 , 1990

MORTGAGE

THIS INDENTURE WITNESSETH:

That Chicago Title and Trust Company, not individually but as Trustee under Trust Agreement dated October 25, 1990 and known as Trust Number 1096011, hereinafter called mortgagor, contemporaneously herewith for value received, executed and delivered a certain promissory note, payable to the order of the mortgagee hereafter named, for the principal sum of Two hundred twenty-five thousand (225,000.00)---Dollars, payable in the following manner, to wit: with interest at the rate of eleven (11%) per annum computed on the basis of a 360-day year, based upon a 20 year amortization, payable in lawful money of the United States of America, said principal and interest being payable in the amount of $2,322.42, per month on the 10th day of each month each such payment shall be applied first to accrued late charges, to unpaid escrow deposits and then to accrued interest and then the balance thereof shall be applied on account of principal. This mortgage is subject to a five year balloon payment, and any and all unpaid principal, interest late charges and escrow deposits shall be paid in full at that time. Said final "Balloon" payment shall be due on December 10, 1995. Any amounts not received by said due date shall bear interest at the rate of 18% per annum. (the post maturity rate)

Any principal not paid when due shall bear interest thereafter at the rate of 18.00 percent, per annum until paid and both principal and interest are payable in the lawful money of the United States of America, current on the due date thereof at such place as the holder of said principal note may from time to time in writing appoint, and in default of such appointment then at the office of Suburban Bank of West Brook, Westchester, Illinois, provided should compliance with any agreement contained herein or in the note secured by this mortgage result in usury, then only so much interest shall be paid as will not amount to an exaction of interest in excess of the allowable by law.

Payments on account of principal of the note may be made prior to maturity only in accordance with the special provisions, if any, relating thereto, contained in the note.

1. NOW, THEREFORE, the said mortgagor for the purpose of securing the payment of said principal note and interest thereon, as well as securing the performance of all the covenants, undertakings and provisions herein contained by the said mortgagor to be performed, and in further consideration of the sum of One Dollar ($1.00) and other valuable consideration to the mortgagor in hand paid, the receipt whereof is hereby acknowledged, does, by

these presents CONVEY and MORTGAGE unto **THE SUBURBAN BANK OF WEST BROOK, AN ILLINOIS BANKING CORPORATION,** 10500 W. Cermak Road, Box 7010, Westchester, Illinois 60154 (hereinafter called mortgagee), and to its successors and assigns, the following described real estate, located in the County of Cook, and State of Illinois, to-wit:

Lots 3 to 10 in Block 5 in Thomas Rowan's Subdivision of Lots 1 to 6, 15 to 23, 32 to 37, 42, 43, 48 to 50 and 55 to 57, together with vacated street between Lots 2 to 4 of John H. Whiteside and Company's Madison Street Addition of that part of the South East 1/4 lying South of Butterfield Road of Section 8, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS: 4219 Butterfield Road, Hillside, Illinois 60162

P.I.N. 15-08-419-002
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together with all improvements thereon situate and which may hereafter be erected or placed thereon, and all and singular the tenements, hereditament, appurtenances and easements thereunto now or hereafter belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the mortgagee as additional security and as an equal and primary fund with the property herein conveyed for the repayment of the moneys secured by this mortgage, and any and all appurtenances, fixtures and equipment in or that may at any time be placed in any building now or hereafter standing on said premises. Mortgagee is further authorized, in the event of a default, upon 15 days written notice and upon Mortgagor's failure to cure within that period, to execute and deliver to the holders of any leases upon said premises, binding receipts for any payments made under the terms of any such lease or leases, and to demand, sue for and recover any such payments when due. Mortgagor shall perform every obligation of the lessor and shall enforce every obligation of the lessee in every lease that is assigned to Mortgagee or any tenancy in which the rents are assigned to Mortgagee and shall not modify, alter, waive or cancel any such lease or any part thereof, not pledge, assign, or otherwise encumber for more than one month any rents that may be collectible under such lease or that may have been assigned to Mortgagee and shall not assign any such lease or any such rents.

TO HAVE AND TO HOLD the above described property with the appurtenances and fixtures thereto appertaining or belonging unto

the mortgagee, its successors and assigns, forever, for the purposes herein set forth and for the security of said note hereinbefore described.

2. It is mutually covenanted and agreed, by and between the parties hereto that, in addition to all other things which at law or by convention are regarded as fixtures, and specifically but not by way of limitation, all shades and awnings, screens and carpets, shrubbery, gas and electric fixtures, radiators, heaters, engines and machinery boilers, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes and faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plants, iceboxes, electric refrigerators, air conditioning apparatus, oil burners, stokers and other heating equipment, cooking apparatus and appurtenances, and such other goods and chattels as may ever be furnished by a landlord in letting and operating an unfurnished

building, similar to any building now or hereafter standing on said premises, whether or not the same are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner whatsoever, which are now or hereafter to be used upon said described premises shall be conclusively deemed to be "fixtures" and an accession to the freehold and a part of the realty, whether affixed or annexed or not, and conveyed by this mortgage and all the estate, right, title or interest of the said mortgagor in and to said premises, property, improvements, furniture, apparatus, furnishings and fixtures, are hereby expressly conveyed, assigned and pledged.

3. The mortgagor covenants and warrants that under the above described it has full right and power to convey and mortgage the said mortgaged property, and covenants and agrees to execute and deliver, and cause to be executed and delivered all further instruments of title necessary or by the mortgagee deemed advisable to effectuate the first mortgage security hereby intended to be given, when, on reasonable notice, so requested by the mortgagee.

4. The mortgagor covenants and agrees that until the indebtedness aforesaid shall be fully paid, the mortgaged property shall be maintained in good repair and condition, that all taxes and assessments levied or assessed upon the mortgaged property, or any part thereof, shall be promptly paid as and when the same become due, or deposit made as hereinafter provided, and that no part of the mortgaged property or any interest therein shall be sold or forfeited for any tax or assessment whatsoever nor shall any lien of mechanics or materialmen or any person whatsoever be allowed to attach to said mortgaged property, nor shall anything be permitted to be done on said mortgaged property that may impair

the value thereof or the security indebtedness to be effected by virtue of this Indenture, and in case of the failure of the mortgagor to pay such taxes or assessments as and when the same become due and payable or to keep the buildings, furniture,

furnishings, apparatus, fixtures and appurtenances constituting a portion of the mortgaged property in good repair or to pay any such liens of mechanics or materialmen, or to pay premiums for insurance hereafter required, then the mortgagee may, at its or their option, pay such premiums, taxes or assessment or redeem the mortgaged property from any tax sale or purchase any tax title obtained thereon, and the mortgagee may at any time pay or settle any or all suits or claims for liens of mechanics or materialmen or any other claims that may be made against the mortgaged property, or make repairs to the mortgaged property, and all moneys paid for such purposes, and any other moneys disbursed by the mortgagee, to protect the lien of this Indenture, with interest thereon at the rate of 18.00 percent per annum from the date of the payment thereof by the mortgagee, shall become so much additional indebtedness secured by this Indenture, and shall be a charge on the mortgaged property prior and paramount to the note and interest therein, and shall be included in any decree foreclosing this Indenture and be paid out of the rents or proceeds of sale of the mortgage property if not otherwise paid by the mortgagor; and it shall not be obligatory to inquire into the validity of such tax deed, taxes or assessments or sale thereof or of liens of mechanics or materialmen or into the necessity of such repairs in advancing moneys in that behalf as herein authorized, but nothing herein contained shall be construed as requiring the mortgagee to advance or expend any money for taxes, special assessments or for other purposes aforesaid, nor shall the making of any payment or advancement by the mortgagee be in any event construed as a waiver of the right to avail of any breach of covenant committed, but suit for foreclosure against the mortgaged property may, at the option of the mortgagee be entered for said default as if no such payment or advancement had been made.

5. The mortgagor further covenants and agrees: (a) that if general taxes for any year have not been levied or assessed upon or against the mortgaged property, or have been levied or assessed but have not been placed in collection by the 10th day of August of the following year, then said mortgagor will deposit with the mortgagee hereunder or with Suburban Bank of West Brook at its office in Westchester, Illinois, (hereinafter referred to as the depositary), or such other depositary as the mortgagee may in writing appoint, the amount of the taxes for such year if they have been levied and assess, or it not, an amount equal to the amount of general taxes last levied and assessed against said property; and (b) if the mortgagor shall desire to contest in good faith the amount of validity of any taxes or any portion thereof levied or assessed against the said property, then the mortgagor will, out

of the property and funds held by the mortgagor as trustee under the trust agreement above described, deposit with the mortgagee hereunder, or with the depositary, an amount equal to one hundred ten percent (110%) of the taxes remaining unpaid and such additional amounts from time to time as may be necessary to keep on deposit at all times an amount equal to one hundred ten percent (110%) of the said taxes remaining unpaid and all interest, penalties and costs accrued or accumulated thereon by reason of such contest. The holder of any such deposited funds (whether the mortgagee hereunder or the depositary), shall have full power and authority to apply any amount so deposited to the payment of any unpaid taxes to prevent the sale or forfeiture of the mortgaged property for nonpayment thereof. The said holder, however, shall not be liable for any failure to apply any amount so deposited unless the mortgagor, prior to any other application of such funds by the holder thereof as aforesaid, shall have unconditionally, in writing, requested the application of such amount to the payment of the particular taxes with reference to which they were deposited. Nothing in this indenture contained shall require the mortgagor to pay, discharge or remove any charge, assessment, tax, levy, lien, or other imposition upon or against the mortgaged property, or any part thereof, (which charge, assessment, tax, levy, lien or other imposition is hereinafter sometimes referred to as "imposition") so long as the mortgagor in good faith shall proceed to contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection of the imposition so contested and the sale of the mortgaged property, or any part thereof, to satisfy the same, and so long as the mortgagor shall have deposited, as security for the satisfaction of such imposition, moneys in amount and in the manner hereinabove provided, then during the pendency of any such legal proceedings neither the mortgagee nor the depository shall have the right to pay, remove or discharge said imposition so contested. Upon the termination of such legal proceedings, said moneys shall be applied by the mortgagee or the depository to the payment, removal and discharge of such imposition, and the interest and penalties in connection therewith and charges accruing in such legal proceedings, and the balance, if any, shall be paid to the mortgagor, provided that the mortgagor is not in default under this Indenture, and in the event that such moneys shall be insufficient for this purpose, the mortgagor shall forthwith, pay over to the mortgagee or the depositary, an amount of money sufficient, together with the moneys then held pursuant to this paragraph, to pay the same. In the event of any default by the mortgagor under this Indenture, the holder of any such deposited funds is authorized to use the money deposited under this paragraph to cure or remedy said default or to pay the said imposition, as the mortgagee may in its sole discretion elect.

6. The mortgagor further covenants and agrees to pay or cause to be paid out of the property and funds held by the mortgagor as trustee under the trust agreement above described, insurance

premiums necessary to keep all buildings, improvements and fixtures, constituting part of the mortgaged premises, until the indebtedness secured hereby is fully repaid, insured against loss, and loss or damage, by fire, lightning, tornado or such other casualty including public liability, as may be determined by the mortgagee for such amounts and in such insurance company or companies as may be satisfactory to the mortgagee, and is hereby expressly agreed that the mortgagee shall not be liable for any failure to insure or for the insolvency or irresponsibilities of any such insurance company or companies. All sums recoverable on any such insurance policy shall be made payable to the mortgagee as an additional insured and/or by a mortgage clause, satisfactory to the mortgagee, to be attached to such policies, except in case of sale pursuant to a foreclosure of this mortgage from which time and until the period of redemption shall expire, said insurance policy or policies shall be made payable to the holder of the certificate of sale. All such policies shall be deposited and retained by the mortgagee as additional security for the indebtedness secured by this mortgage and by the holder of the certificate of sale for the amount secured by any certificate of sale or decree of foreclosure; and in the event any such insurance policy shall expire during the life of this mortgage or any extension thereof, the mortgagor hereby agrees to procure and pay for insurance policies complying with the above qualifications replacing said expired policies and deposit them with the mortgagee together with receipts (showing the premiums therefore have been paid in full) ten (10) days prior to said expiration date. In cases of loss the mortgagee or the holder of any certificate of sale, or the holder of the decree of sale, is hereby authorized to settle and adjust any claims under such policies or to allow said mortgagor to settle with the insurance company or companies the amount to be paid upon the loss; and in either case such holder of the policy is authorized to collect and receipt for any such insurance money and apply it, at the option of the mortgagee, in reduction of the principal or any other indebtedness hereby secured, whether due or not, or may allow the mortgagor to use said insurance money, or any part thereof, in repairing the damage or restoring the improvements, without affecting the lien hereof for the full amount secured hereby, and during the time said insurance money may be retained by the mortgagee the mortgagee shall not be liable for any interest thereon; that in case of a loss after foreclosure proceedings have been instituted, the proceeds of any such restoring improvements, shall be used to pay the amount due in accordance with the decree of foreclosure and any other indebtedness secured hereby, and the balance, if any, shall be paid to the owner of the equity of redemption on reasonable request or as the court may direct.

7. It is further covenanted and agreed that the mortgagor, in addition to payments hereinbefore specified, will deposit with the mortgagee, or its duly authorized agent, on the tenth day of each month thereafter during the term of this mortgage a sum equal

to one-twelfth (1/12) of the annual general real estate taxes and special assessments levied against said premises. Mortgagee shall hold said amount in an interest bearing account and Mortgagee shall give Mortgagors the option to withdraw, on an annual basis, such accrued interest, provided there remains on deposit an amount sufficient to meet the next anticipated tax obligation. In the event such deposit for the payment of taxes, special assessments or premium is insufficient to pay such charges in full when due, the mortgagor covenants and agrees to deposit with the mortgagor, or its duly authorized agent, forthwith and without demand, a sum sufficient to enable such charges to be paid in full. In the event the amount so deposited for taxes and special assessments exceeds the amount required to pay said taxes and assessments in full, the overplus shall be treated as a deposit on account of the taxes and special assessments next falling due and shall pro-tanto reduce the amount required to be deposited under this paragraph on the next payment date or dates.

8. The mortgagor covenants and agrees on demand to make, execute and deliver such further and other instruments in the nature of a security interest or otherwise, in form satisfactory to the mortgagee as the mortgagee may from time to time demand, conveying and granting unto the mortgagee a good and lawful lien upon the furniture, furnishings, apparatus and equipment now or hereafter located on the mortgaged premises (and now or hereafter owned by the mortgagor), and duly acknowledge the same, and record the same to the end that a first lien thereon may exist in favor of said mortgagee, and will make, execute, acknowledge, record and deliver from time to time and when requested by the mortgagee such further and other affidavits and instruments with may be necessary in law or in equity to preserve and keep the lien upon said furniture, furnishings, apparatus and equipment now or hereafter located on the mortgaged premises (and now or hereafter owned by the mortgagor), a good first lien upon the same for the purposes aforesaid. Nothing in this paragraph contained shall be construed as making any of the mortgaged property personalty or as changing the intention of the parties hereto as the real estate, it being understood and agreed, anything herein contained to the contrary notwithstanding, that any and all of the mortgaged property constitutes an integral part of the real estate and is appropriated to the use thereof, and that such security interest and other instruments are intended to be effective only if as a matter of law any of the mortgaged property is not real estate. Mortgagee shall not exercise its rights under this Paragraph unless there exists a default on the part of mortgagor and then, upon written notice to mortgagor as described in Paragraph 2 above.

9. It is expressly understood and agreed that in the event of the passage, after the date of this Indenture, of any law of the State of Illinois changing or modifying the foreclosure laws of said State or the effect thereof, the mortgagee may in the event of default institute foreclosure proceedings either (a) under the

laws of the State of Illinois as such laws existed at the date of this indenture, or (b) under the laws of the State of Illinois as they shall exist at the date of the commencement of proceedings to foreclose the lien of this Indenture.

10. This Mortgage shall be governed by and construed according to the laws of the State of Illinois.

11. It is expressly understood and agreed that in the event of the passage, after the date of this Indenture, of any law of the State of Illinois deducting from the value of land for the purpose of taxation any lien thereon or changing in any the laws now in force for the taxation of mortgages or trust deeds for state or local purposes, or the manner of the collection of any such taxes so as to make it obligatory on the mortgagee to pay such taxes, then the mortgagor shall pay or promptly reimburse the mortgagee for the payment of such taxes, and upon failure of the mortgagor so to do, the whole of the principal so secured by this indenture, together with the interest accrued thereon, and the amount of such taxes, shall at the option of the said mortgagee, after thirty days prior notice to the mortgagor, become due and payable. Provided, however, that should the payment of such tax or charge result in usury, then only such portion of tax or charge shall be paid by the mortgagor as will not amount to an exaction of interest in excess of the highest rate permitted by law.

12. In the event of default for ten (10) days in the payment of the interest on the note, or in the event of default for ten (10) days in the payment of the principal of the note, or in the event of default in the performance of any of the other covenants, provisions or conditions contained herein or in said note to be performed by the mortgagor, or in the event of the threatened removal or demolition of any improvement or portion thereof on said premises, or in the event that any proceeding shall be begun to enforce or collect any junior lien or if said premises shall come into the possession or control of any court, then, at the option of the mortgagee, the principal amount of said note at such time remaining unpaid, together with unpaid accrued interest thereon, and any other amounts due hereunder shall at once become immediately due and payable without notice to Mortgagor.

13. Mortgagor represents and warrants that the loan hereby secured is made for the purpose of acquiring title to the property described herein, in satisfaction of certain articles of agreement for deed.

14. The mortgagor covenants and agrees that in the event of any default by the mortgagor hereunder the mortgagor will, after the whole of said note is declared to be immediately due as aforesaid, before or after the institution of legal proceedings to foreclose the lien hereof, or before or after sale therein, forthwith upon demand of the mortgagee surrender to the mortgagee, and the mortgagee shall be entitled to take actual possession of

the mortgaged property, or of any part thereof, personally or by its agents or attorneys as for condition broken and in its discretion may, with or without force, and with process of law, enter upon, take and maintain possession of all or any part of said mortgage property, together with all documents, books, records, papers and accounts of the mortgagor relating thereto, and may exclude the mortgagor, its agents or servants, wholly therefrom, and may in its own name as mortgagee and under the powers herein granted, hold operate, manage and control the mortgaged property and conduct the business thereof, either personally or by its agents, and the mortgagee may at the expense of the mortgaged property, from time to time, either by purchase, repair or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the mortgaged property as it may seem judicious, and may insure and re-insure the same, and may lease said mortgage property in such parcels and for such times and on such terms as to it may seem fit (including leases for terms expiring beyond the maturity of the note) and may cancel any lease or sublease for any cause or on any ground which would entitle the mortgagor to cancel the same, and in every such case the mortgagee shall have the right to manage and operate the mortgaged property and to carry on the business thereof, and to exercise all rights and powers of the mortgagor with respect thereto, as it shall deem best, and the mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the same and any part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and all payments which may be made for taxes, assessments, insurance and prior or proper charges on the mortgaged property, or any part thereof, including the just and reasonable compensation for the services of the mortgagee and of the attorneys, agents, clerks, servants and others employed by it property engaged and employed for services rendered in connection with the operation, management and control of the mortgaged property and the conduct of the business thereof, the mortgagee shall apply the moneys arising as aforesaid as follows:

1. To the payment of interest on overdue principal and overdue interest on the note at the rate therein provided;
2. To the payment of the interest accrued and unpaid on the note;
3. To the payment of the principal of the note at such time remaining outstanding and unpaid;
4. To the payment of all other charges secured by or created under this Indenture; and
5. The balance, if any, after the payment in full of the items hereinabove in sub-paragraphs (1), (2), (3) and (4) of this paragraph enumerated, shall be paid to the mortgagor.

15. The mortgagee shall have the right, although it shall not be required so to do, to remain in possession of the mortgaged property and to collect the rents, issues and profits therefrom until the issuance of a master's or sheriff's deed to the mortgaged property subsequent to the expiration of the statutory period of redemption, if any, from any sale of the mortgaged property pursuant to any decree of foreclosure in any proceeding to foreclose the lien created by this indenture, notwithstanding the sale of the mortgaged property pursuant to any such decree unless the amount bid at such sale shall be sufficient to pay in full the amount due under the terms of such decree and under the terms of this Indenture, and the net rents, issues and profits accruing from the mortgaged property after the sale thereof pursuant to such decree remaining after the payment of all charges and expenses paid or incurred by the mortgagee in accordance with the provisions of this paragraph shall be applied by the mortgagee from time to time in partial satisfaction of any deficiency reported to the court after such sale. The mortgagee, in its discretion, is hereby authorized to surrender, after the approval of the master's report for sale, possession of the premises to any person who may redeem the property from the master's sale, provided that the mortgagee shall take proper steps to insure the segregation of the rents, issues and profits applicable to the payment of the deficiency decree, if any. This Indenture shall remain in full force as a lien on the rents, issues and profits of the mortgaged property until the indebtedness secured hereby is paid in full or until the issuance of a master's deed thereto subsequent to the expiration of said period of redemption. The provisions of this paragraph shall survive any decree of foreclosure and any proceedings to foreclose the lien created by this Indenture and are a part of the consideration to the mortgagee for the acceptance of the note and this indenture as security therefor. Upon the payment in full for the indebtedness which shall then be due and payable hereunder whether by lapse of time, declaration or otherwise, the mortgagee shall restore to the mortgagor possession of the mortgaged property, which shall thenceforth be subject to this Indenture the same as if such entry had not been made. The power of entry and the powers incidental thereto as herein provided may be exercised as often as occasion therefor shall arise and their exercise shall not suspend or modify any other right or remedy hereunder.

16. The mortgagor covenants and agrees that in the event the mortgagor shall default hereunder and after lapse of any time allowed for cure, the note shall become immediately due and payable, either by lapse for time or by acceleration as herein provided, the mortgagee shall have the right immediately to foreclose the lien of this Indenture and upon the filing of any bill for that purpose the court in which such bill is filed may at any time thereafter, either before or after sale, and with notice to the mortgagor, or any party claiming under the mortgagor, and without regard to the solvency or insolvency at the time the

application for a receiver of the person or persons liable for the payment of the indebtedness secured hereby and without regard to the then value of the mortgaged property or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver, whether nominated by the plaintiff, or otherwise, in such foreclosure suit for the benefit of the mortgage, with power to collect the rents, issues and profits of the mortgaged property during the pendency of such foreclosure suit, and in case of sale and deficiency, until the issuance of a master's or sheriff's deed to the mortgaged property subsequent to the expiration of the statutory period of redemption; and the mortgagor hereby consents to the application from time to time of the net amount in the receiver's hands in payment, in whole or in part, of any or all of the following items: (1) Amounts due upon the indebtedness secured hereby. (2) Amounts due upon any decree entered in any suit foreclosing this indenture. (3) Insurance of the mortgaged property, or, (4), taxes, special assessments or any other lien or charge upon the mortgaged property, whether superior or subordinate to the lien of this indenture, or any decree foreclosing the same.

17. In case of foreclosure of the lien of this Indenture by the mortgagee in any court of law or equity or the initiation by mortgagor of any case under title 11 of the U.S. Code, there shall be allowed reasonable compensation for all court costs and expenses incurred by the Mortgagee, including actual attorney's fees, stenographer's charges, costs of procuring abstracts of title and continuations thereof, opinions of title or title guaranty policies and continuations thereof, and costs of procuring testimony and evidence and statements of witnesses and documentary evidence, if any, incurred by the mortgagee in and about any such suit or proceeding or in the preparation therefore, and in case the mortgagee shall be made party to any suit or legal proceeding by reason of this Indenture, its costs, expenses, reasonable fees and the charges of its counsel, for services in such suit or proceeding, shall be a further lien or charge upon the mortgaged property. All such fees and expenses allowable pursuant to the provisions of this paragraph shall be so much additional indebtedness secured hereby and shall be a charge on said mortgaged property prior and paramount to the note and interest thereon, and whenever possible shall be provided for in any judgment of decree entered in any such proceeding. There shall be included in any decree foreclosing the lien of this Indenture and be paid out of the rents or proceeds of any sale made in pursuance of any such decree in the following order (1) all costs of such suit or suits, advertising, sale and conveyance, including attorneys' and stenographers' fees, outlays for documentary evidence and costs of said abstract and examination of title; (2) all moneys advanced by the mortgagee for any purpose authorized in this Indenture, with interest on such advances at 18.00 percent, 18.00 per annum from the date of such advances; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all of the principal

of the note and any other amounts due under the provisions of this Indenture at such time remaining unpaid. The over-plus of the proceeds of the sale, if any, shall then be paid to the mortgagor on reasonable request. In case, after legal proceedings are instituted to foreclose the lien of this Indenture, tender is made of the entire indebtedness due hereunder, the mortgagee shall be entitled to reimbursement for expenses incurred in connection with such legal proceedings, including such expenditures as are enumerated above, and such expenses shall be so much additional indebtedness secured by this Indenture.

18. It is expressly understood and agreed that the mortgagor shall remain liable for the payment of the note and all interest thereon and all other indebtedness secured by this Indenture (but which liability shall be regarded as binding upon the mortgagor as trustee under the trust agreement above described), notwithstanding any extension or extensions of time of payment of principal of or interest on the note or any indulgences of any kind or nature of any sort whatsoever which the mortgagee or the depositary may give, grant or permit to any subsequent owner of the mortgaged property with notice to the mortgagor.

19. The invalidity of any one or more covenants, phrases, sentences, clauses or paragraphs of this Indenture shall not affect the remaining portions of this Indenture, or any part thereof, and in the event that any one or more of the covenants, phrases, clauses, sentences or paragraphs had not been inserted.

20. The covenants, agreements, conditions, promises and undertakings in this Indenture contained shall extend to and be binding upon the mortgagor and any and all persons claiming any interest in the mortgaged property by, through or under the mortgagor, the same as if they were in every case named and expressed, and all of the covenants hereof shall bind them and each of them, both jointly and severally, and shall inure to the benefit of the mortgagee, its successors and assigns.

21. The mortgagee is hereby expressly authorized and empowered, at its option, to collect and receive any and all condemnation awards heretofore made or hereafter to be made to any owner of the mortgaged premises and, after deducting from the proceeds of any such award any expenses incurred by it in the collection or handling of said fund, to apply the net proceeds as a credit on any portion of the mortgage debt selected by it, whether then matured or subsequently to mature, or on any deficiency decree; and mortgagee shall not be held responsible for any failure to collect any award or awards, regardless of the cause of such failure. In the event Mortgagee does not exercise its option to collect such award and the same is collected by the mortgagor, the mortgagor agrees to pay over the mortgagee promptly the net proceeds of any such award to be applied on the mortgage debt as aforesaid. Mortgagor hereby agrees that the foregoing

power and authority is irrevocable and coupled with an interest, and that nothing in this section shall in any way affect the security of this mortgage or the liability of mortgagor for payment of the entire balance of the debt hereby secured. Entry of a decree of foreclosure of the lien hereof shall not affect or impair the above granted powers and authority.

22. The mortgagor for itself, its successors and assigns, and for any and all persons acquiring any interest in or title to the mortgaged premises subsequent to the date hereof, hereby expressly agrees that any and all rights of redemption from sale under order or decree of foreclosure of this mortgage shall be waived.

23. The Mortgagor covenants and agrees on or before ninety (90) days after the end of the Mortgagor's Fiscal Year (as hereinafter defined) to furnish the Mortgagee, or cause to be furnished to the Mortgagee, each year until the indebtedness secured is fully paid, Financial Statements for such Fiscal Year certified by Mortgagor, in such detail as is satisfactory to the Mortgagee. Said statements shall be prepared exclusively for the mortgaged premises and shall include, but not necessarily be limited to, a balance sheet, a statement of the annual income derived from the leasing or other utilization of the premises, the detailed operating expenses and an occupancy statement disclosing tenant information satisfactory to the Mortgagee. Mortgagor's Fiscal Year shall be a twelve month accounting period by the Mortgagor for the determination of the financial operations of the mortgaged premises. In the event of a monetary default under this Mortgage or the Note secured hereby, or if said required Financial Statements are not received by the Mortgagee on or before the due date, the Mortgagee shall have the right to have independent auditors of its choice inspect the books and records of the Mortgagor in order to obtain and verify the necessary information required by this provision. The cost and expense of any such examination by auditors chosen by the Mortgagee shall be paid for by the Mortgagor.

24. The Mortgagor shall provide for the management of the mortgaged premises in a satisfactory manner. Any management agreement or contract entered into by the Mortgagor with a third party manager, shall contain a provision that it shall be subject to termination by the Mortgagee, for cause, without penalty, upon written notice. In the event of a default of any nature in the Note secured hereby, in this Mortgage or in any other security instrument held by the Mortgagee, and the expiration of any applicable cure period, the Mortgagee shall have the right to terminate any management agreement, contract or agents/managers responsible for the property management, if, in the sole opinion of the Mortgagee, said property management is unsatisfactory in any response. Upon receipt of written request from the Mortgagee, the Mortgagor shall immediately terminate any such management agreement, contract or agents/managers. The Mortgagor shall then

make arrangements for the continuing management of the mortgaged premises which are satisfactory to the Mortgagee. If the Mortgagor has not terminated the management agreement, contract or agents/managers within fifteen (15) days after receipt of the Mortgagee's request, the Mortgagee may terminate said management arrangements by forwarding a termination notice to the management agent, with a copy to the Mortgagor.

25. Mortgagor covenants and agrees that it shall suffer or permit no secondary financing, nor subordinate debt instrument of any kind, nor other encumbrance against the mortgaged premises during the term of this mortgage, without prior written consent of Mortgagor, which consent shall not be unreasonably withheld, and that none exists at the date hereof.

26. The Mortgagor covenants and agrees that during the term of the loan, all additional permits or approvals or disapprovals from any appropriate local, state or federal authority with regard to the mortgaged premises are to be forwarded to the Mortgagee within ten (10) days after receipt thereof by the Mortgagor.

27. The Mortgagor and its successors and assigns covenant and agree that there shall be no sale or transfer of all, or any, of its interest in the mortgaged premises without the prior written approval of the Mortgagee. In the event the mortgaged premises, or any part thereof are sold or transferred by the Mortgagor without the prior written consent of the Mortgagee, same shall conclusively be deemed to increase the risk of the Mortgagee and the Mortgagee may declare the entire unpaid principal of the Note secured by this mortgage and all accrued interest thereon and pre-payment penalty provided in the Note secured hereby immediately due and payable, or at its option, may increase or decrease the interest rate to be charged on the note to 18 % per annum.

For the purposes of the preceding paragraph the term "sell or transfer" shall include, in addition to the common and ordinary meaning of those terms and without limiting their generality, any assignment, exchange, trade or other disposition of the interest of Mortgagor in all or any part of the mortgaged premises.

The failure of the holder hereof to exercise any of its options in the event of a sale or transfer on any one occasion shall not be deemed a waiver of its right to exercise any of its options in the event of a subsequent sale or transfer of the mortgaged premises or any interest therein.

28. In the event that monthly installment of principal and interest is not received on or before ten days after the due date thereof by the holder of the Note, in addition to any other permitted charges under the Note, a "late payment" fee shall be due and owing to the holder of the Note in the amount of 5% of other amount of the past due monthly installment plus an additional 5%

for each and every subsequent calendar month, or portion thereof, that such monthly installment of principal and interest remains outstanding; provided, however, that nothing in this paragraph shall affect the accruing of interest at the rate set forth in the Note which is due on any principal amount outstanding until paid, and nothing in this paragraph contained shall authorize the holder of the Note to collect or demand any payment which would result in the imposition of interest in excess of the maximum amount allowed by laws.

29. The Mortgagor covenants and agrees:

(a) Any and all future leases executed in connection with the Mortgaged premises shall be on a standard lease form, or forms, approved by the Mortgagee;

(b) If required by the Mortgage, all submitted leases shall be accomplished by current credit and financial information on the proposes tenant and the Mortgage shall be furnished with a Schedule of Leases signed by the Mortgage provided Mortgagor has a bona fide concern that there exists a default or that any such tenant its financially unsound, to the extent that Mortgagee has deemed itself under secured; containing all information required by the Mortgagee; Mortgage further agrees that it shall not knowingly lease any portion of the building for uses which violate statute or ordinance or otherwise cause a potential adverse impact to the environment.

(c) If required by the Mortgagee, the Mortgagor shall furnish the Mortgagee with copies of all Certificates of Occupancy issued by the appropriate authorities of the Village of Hillside, State of Illinois.

30. The Mortgagor represents and covenants that all improvements on the mortgaged premises have been constructed in compliance with all applicable zoning and building regulations except as otherwise noted.

31. In addition to the insurance required under paragraph 7. hereof, Mortgage shall pay premiums on and keep in force policies of liability insurance and rent insurance in amounts and insurance companies satisfactory to Mortgagee, and subject to all other provisions of paragraph 6. All insurance policies required hereunder and by Paragraph 6. hereof, shall include a provision requiring 20 days notice to Mortgagor in the event of any cancellation or material amendment of the policy.

32. This instrument is executed by the undersigned mortgagor not personally, but as trustee under the terms of that certain agreement, dated the 25th day of October, A.D., 1990, and is enforceable only against , and is payable out of the trust property held thereunder, or is evidence only of a right of payment out of

the income, proceeds or avails of the trust property, as the case may be; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, warranties, undertakings and agreements herein made are made and intended, not as personal covenants, warranties, undertakings and agreements of the mortgagor, the trust managers, the certificate holders, andy of the beneficiaries under the trust agreement, the bondholders' committee, or any member thereof, individually or collectively, as the case may be or for the purpose of binding them or any of them personally, but this instrument is executed and delivered by the mortgagor as trustee, solely int he execution of the powers conferred upon it as such trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against said mortgagor, the trust managers, any agents or employees, or against any of the certificate holders, any of the beneficiaries under the trust agreement, the bondholders' committee, or any member thereof, as the case may be on account hereof, or on account of any covenant, warranty, undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holders hereof and by all persons claiming by or through or under said parties or holders, but this waiver shall in no way affect the personal liability of any co-signers or endorsers thereunder.

IN WITNESS WHEREOF the mortgagor, not personally or individually, but as trustee under trust agreement dated the 25th day of October, 1990 known as Trust Number 1096011 has affixed hand and seal, has caused these presents to be executed, for and on behalf by its Asst V.P. attested by its Asst Sec and its corporate seal to the hereunto fixed, this 21st day of November, 1990.

CHICAGO TITLE AND TRUST

Not personally or individually, but as trustee under trust agreement dated October 25, 1990 and known as Trust No. 1096011

ATTEST: Asst Secretary By: Asst Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, a Notary Public in and for said ASST VICE President of Chicago Title and Trust, and ASST Secretary of said Company, personally known to me and known to be the same persons whose names are subscribed to the foregoing instrument as such ASST VICE President and ASST 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, for the uses and purposes therein set forth including the release and waiver of the right of homestead and of any and all rights of redemption from sale under any order or decree foreclosing this mortgage, and the said ASST Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Company, did affix the said 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, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21ST day of NOVEMBER, 1990.

Commission expires:

Lynda S. Barri
Notary Public

"OFFICIAL SEAL"
Lynda S. Barrie
Notary Public, State of Illinois
My Commission Expires 4/2/94

PREPARED BY AND MAIL TO:

Dennis M. Sbertoli
1127 S. Mannheim Road, Suite 308
Westchester, Illinois 60154
(708) 344-8180
dice.mtg

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CARL MOSKOWITZ
REGISTRAR OF TITLES

Submitted by
Address
Promised
Deliver certif. to
Address

3928262

Deliver duplicate Trust
Deed to
Address
Limited

G.T.J./BONELLI

CHICAGO TITLE INS. CO.

GF#
72-79-390