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**To be deleted when this Mortgages is not executed by a faind Trust.  The Mortgager ROIR HAGES, CONVEYS AND WARRANTS to the Mortgages real property and all the buildings, structures and improvements on it described as   Village   (Cont.) of Cook   State of Illinois   OT 10 IN THE WILLOWS UNIT \$1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 42 MORTH, RANGE 12, RAST OF THE HITRD PAINCIPAL MERIDIAN, ACCORDING TO PLAT HEREOF REGISTRED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON BUGUST 5, 1965 AS DOCUMENT 22223692, AND SURVEYORS'S CERTIFICATE OF CORRECTION REGISTERED NORTH REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 23, 1966, AS DOUBLET \$2277640.  **OUTHER PREDICT OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 23, 1966, AS DOUBLET \$2277640.  **OUTHER PREDICT OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 23, 1966, AS DOUBLET \$2277640.  **OUTHER PREDICT OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 23, 1966, AS DOUBLET \$2277640.  **OUTHER PREDICT OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 23, 1966, AS DOUBLET \$2277640.  **OUTHER PREDICT OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 23, 1966, AS DOUBLET \$2277640.  **OUTHER PREDICT OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 23, 1966, AS DOUBLET \$2277640.  **OUTHER PREDICT OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 23, 1966, AS DOUBLE \$2, 1966, AS DOUBLES OF THE TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 23, 1966, AS DOUBLES OF THE TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 23, 1966, AS DOUBLES OF THE TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 23, 1966, AS DOUBLES OF THE TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 23, 1966, AS DOUBLES OF THE TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 23, 1966, AS DOUBLES OF THE TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 23, 1966, AS DOUBLES OF THE TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 23, 1966, AS DOUBLES OF THE TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 23, 1966, AS DOUBLES				• · · · · · · · · · · · · · · · · · · ·		
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Commonly known as:  3616 GAPLE LRAF DRIVE, GLENVIEW, ILLINOIS 60025  The Premises shall also include all of the Mortgagor's right, title and interest in and to the following:  (1) All casements, rights of way, bremses, grivileges and hereditanners.  (2) Land lying in the bed of any road, or the GCC opened, proposed of vacated, or any step or gore, admining the Premises:  (3) All machinery, apparatus, equipment, fittings, refaires, and articles of personal property of every kind and nature whatsoever located now or in the future in or poin the Premises and used of assessment is part of the Premises and appropriated to the insection of the Premises (all of which is called "Equipment"). It is agreed that all bearginent is part of the Premises and appropriated to the use of the real estate and, whether article of annexed or into, shall for the purposes of this Mortgage inless the Mortgagee shall inherivise efect, be deemed conclusively to be real estate and mortgaged and warringed to the Mortgagee.  (4) All initieral, oil, gas and water rights royalities, water and weign stock if any.  (5) All awards or payments including interest indial as a result of time-Premises, and other injury to or decrease in the value of the Premises.  The Premises are unencumbered except as follows.  The Premises are unencumbered except as follows.  The Premises are unencumbered except as follows.  The Mortgage secures the indebtedness or obligation evidenced by  (b) The meters dated Fabruary 4, 1991 in the principal amounts; [6]   Fifteen thousand and of location of the principal amounts of the principal balance remaining from time to time impaid. Interest after details or maturity of the note, whether by acceleration or otherwise, on the principal balance of the note remaining from time to time impaid. Interest after details or maturity of the note, whether by acceleration or otherwise, on the principal balance of the note remaining from time to time impaid. Interest after details or maturity of the note, whether by acceleration or oth	OT 10 IN THE WILLOWS UNIT 1, TOWNSHIP 42 NORTH, RAN HEREOF REGISTATED IN THE UGUST 5, 1965 AS POCUMENT N THE OFFICE OF THE REGIS	#1, BEING A SUBDIVI GE 12, EAST OF THE T OFFICE OF THE REGIST #2223692, AND SURVE	SION OF PARTHIRD PRINCIPERAR OF TITLE	PAL MERIDIAN, A ES OF COOK COUN IFICATE OF CORP	ACCORDING TO PLAT MTY, ILLINOIS ON RECTION REGISTERED	
Commonly known as:  3616 NAPLE LEAF DRIVE, GLENVIEW, ILLINOIS 60025  Tax Parcel Identification No. 04-24-303-010  The Premises shall also include all of the Marigagor's right, title and inversi m and to the following.  (1) All casements, rights of way, hecoses, prodeges and beceditance is:  (2) Land fying in the bed of any road, or the folso opened, proposed or cacated, or any stop or gore, adjoining the Premises:  (3) All machinery, apparatus, engineer, fittings, rivaries, and arricles o personal property of every kind and nature whatsoever located now or in the future in or upon the Premises, and carricles of personal property of every kind and nature operation of the Premises and understances and user of the real estate and, whether affixed or annexed or not, shall for the parposes of this Mortgage indees the Marigagee shall otherwise efect, be deemed conclusively to be real estate and mortgaged and warginess to the Mortgage indees the Marigagee shall otherwise efect, be deemed conclusively to be real estate and mortgaged and warginess to the Mortgage indees the Marigagee shall otherwise efect, and the state of any street, any loss of ar damage to any building or other improvement on the Premises, any other injury to or decrease in the value of the Premises are unencumbered except as follows.  The Premises are unencumbered except as follows.  The Premises are unencumbered except as follows.  This Mortgage scures the indebtedness or obligation evidenced by:  (b) The weters) dated February 4, 1991 in the principal amounts of the mortgage is and ordered by the Mortgage with interest at the per amount rate of ten principal balance remaining from time to time unpaid. Interest after detault or maturing on August 5, 199  Robert 8 Carol Peterson to the Mortgagee with interest at the per amount rate of ten principal balance remaining from time to time unpaid. Interest after detault or maturity of the note, whether by acceleration or otherwise, on the principal balance of the note remaining from time to time unpaid. I					•	
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including any extensions, renewals, modifications or replacements without limit as to the number or frequency (the "Debt").

	24. MISCELLANFOUS, fator any reason whatsoever, their the deemed severable from but sharemedy granted or failure to insist Mortgagee, nor affect the subseque and all rights and remedies of the These promises and agreements shall there is more than one Mortgag. This Mortgage shall be governed.	of trous on shall be deemed. It not novalidate any other proof on strict performance by the enteriors of the same right. Mortgaged are cumulative all bind and these rights shall out, the obligations under the	noth and cold to the oversoms of this Mor Morigagor shall attor remedy by the Morigagor to the benefit of the Morigage shall be	extens of men cynthe tgage. No waiver by ect or act as a waiver ityagee for any subseque ie parties and their respont any sexual	t or unenforceability of the Mortgagee of any right or removement default by the Morective successors and	ind shall right or is of the irrage?
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Heir	hand Carot H. Petersen	kerlimally known o rie to f	e the same persons	) whose name(s) (4)	re su	bscribed
	to the foregoing instrument, app	eared before me this day in	person, and acknow	eledged that the !		ered the
	said instrument as his/her free a	nd voluntary act, for the as	es and purposes he	rem set form.	11	
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of any threatened suit or proceeding which much raffect the remises or the second, bereaf, whether or not actually commenced. The proceeds of any foreclosure sale shall see a tribule rain applied in the following order of prior it, first on account of all costs and expenses incident to the foreclosure proceedings, including all the news that are above mentioned, second, all other items which under the terms of this Mortgage constitute undebtedness secured by this Mortgage additional no that evidenced by the more; with interest thereon as herein provided; third, all principal and interest remaining impaid on the note and the habilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's beirs, legal representatives, successors or assigns, as their rights may appear. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after entry of judgment of foreclosure, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of an entry of judgment of foreclosure, thiring the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other hen or encumbrance which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the note in case of a forfeiture sale and deficiency. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action which would not be good and available to the party interposing the same in an action at law upon the note

- 19 REPRESENT/FIONS, if the Mortgagor is a corporation, it represents that it is a corporation duly organized, existing and in good standing under the law, of its state of incorporation, and that the execution and delivery of this Mortgage and the performance of the obligations it imposes are within its corporate powers, have been duly authorized by all necessary action of its board of directors, and do not contravene the terms and state the execution and delivery of this Mortgagor is a general or limited partnership, it represents that it is duly organized and existing and that the execution and delivery of this Mortgage and the performance of the obligations it imposes do not conflict with any provision of its partners, Each Mortgagor represents that the execution and delivery of this Mortgage and the performance of the obligations it imposes do not violate any law and do not conflict with any agreement by which it is bound, and that no consent or approval of any governmental authority or any third party is required for the execution of delivery of this Mortgage or the performance of the obligations it imposes and that this Mortgage is a valid and binding agreement, aniorceasts in accordance with its terms. Each Mortgagor further represents that it shall provide all balance sheets, profit and loss statements, and other financial statements, as requested by Mortgagee. Any such statements that are furnished to the Mortgagee are accurate and fairly refer title financial condition of the organizations and persons to which they apply on their effective dates, including contingent liabilities of every type, which financial condition has not changed materially and adversely since those dates.
- 20. NOTICES. Notice from one party to another relating to the Mortgage shall be deemed effective if made in writing (including telecommunications) and delivered to the recipient's address, telex number or telecopier number set forth above by any of the following means: (a) hand delivery, (b) registered or certified mail, postage prepaid (d) Federal Express. Purolator Courier or like overnigh courier service or (e) telecopy, telex or other wire transmission with request for assurance of receipt in a manner typical with respect to confining of that type. Notice made in accordance with this paragraph shall be deemed delivered upon receipt if delivered by hand of core transmission. 3 business days after mailing if mailed by registered or certified mail or one business day after mailing or deposit with posvernight courier service if delivered by express mail or overnight courier. This notice provision shall be inapplicable to any judicial or non-judicial proceeding where Illinois law governs the manner and timing of notices in foreclosure or receivership proceedings.
- 2) WAIVER OF HOMESTEAD RIGHT. Mortgagor does hereby expressly warve and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois. Mortgagor does hereby expressly waive and release any and all rights in respect to marshalling of assets which secure the Debt or to require the Mortgagee to pursue its remedies against any other such assets.
- 22. WAIVER OF RIGHT OF REDEMPTION, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR TUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FOR CLOTURE OF MORTGAGES. ON MOREGAGOR'S OWN BEHALF AND ON BEHALF OF FACILAND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR 31/28EQUENT TO THE DATE OF THIS MOREGAGE. IN THE EVENT THE PREMISES IS AGRICULTURAL PROPERTY AND MORTGAGOR IS AN ILLINOIS CORPORATION, A FOREIGN CORPORATION LICENSED TO DO BUSINESS IN THE STATE OF ILLINOIS OR A CORPORATE TRUSTEE OF AN EXPRESS TRUST, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OF JUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES. ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF FACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF MORTGAGOR, ACQUIRING ANY INTEREST IN ORTHILE TO THE PREMISES, AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE IN THE EVENT THE PREMISES IS RESIDENTIAL PROPERTY AS DEFINED UNDER THE LAWS OF THE STATE OF BITINOIS REGARDING FORECLOSURE OF MORTGAGES, BUT PRIOR TO THE FILING OF A COMPLIANT FOR FORECT OSURE. THE PREMISES CEASES TO QUALIFY AS RESIDENTIAL PROPERTY, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMEST OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF LACIL AND EVERY PERSON. EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE
- 23 WAIVER OF JURY TRIAL. The Mortgages and the Mortgagor after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this Mortgage or any related instrument or agreement or any of the transactions contemplated by this Mortgage or any course of conduct, dealing, statements, whether oral or written or across of either of them. Neither the Mortgagee nor the Mortgagor shall seek to consolidate, by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Mortgagee or the Mortgagor except by a written instrument executed by both of them.

CROSS-LIEN: The Debt shall use included ther present and funder direct and indirect objections and habilities of the Mortgagor, or any one or more of them, with or without others, to the Mortgagee. This shall not apply to any obligation or debt more previously for personal, family or household purposes unless the note or guaranty expressly states that it is secured by this Mortgage.

This Mortgage shall also secure the performance of the promises and agreements contained in this Mortgage. The Mortgagor promises and agrees as follows:

- 1 PAYMENT OF DEBT; PERFORMANCE OF OBLIGATIONS. The Mortgagor shall promptly pay when due, whether by acceleration or otherwise, all the Debt for which the Mortgagor is hable, and shall promptly perform all obligations to which the Mortgagor has agreed under the terms of this Mortgage and any loan documents evidencing the Debt.
- 2. TAXES. The Mortgagor shall pay, when due, and before any interest, collection fees or penalties shall account all taxes, assessments, fines, impositions, and other charges which may become a lien prior to this Mortgage. Should the Mortgagor tail to make such payments, the Mortgager may, at its option and at the expense of the Mortgagor, pay the amounts due for the account of the Mortgagor. Upon the request of the Mortgagor, the Mortgagor shall immediately turnish to the Mortgagee all notices of amounts due and receipts evidencing payment. The Mortgagor shall promptly notify the Mortgagee of any lien on the Premises or any part of the Premises and shall promptly discharge any unpermitted lien or encumbrance.
- 3 CHANGE IN TAXES. In the event of the passage of any law or regulation, state, federal or immicipal, subsequent to the date of this Mortgage in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages, or the mariner of collecting such taxes, the entire principal secured by this Mortgage and all interest accrued shall become due and payable infaced ately at the option of the Mortgagee.
- 4. INSURANCE. The Mortgagor shall keep the Premises and the present and future buildings and other improvements on the Premises, constantly insured for the boo fit of the Mortgagee, until the Debt is fully paid, against fire and such other hazards and risks customarily covered by the standard for a of extended coverage endorsement available in the State of Illinois, including risks of vandalism and mulicious mischief, and shall further provide flood insurance (if the Premises are situated in an area designated as a flood risk area by the Director of the Federal Emergency Managemes. Agency or as otherwise required by the Flood Disaster Protection Act of 1973 and regulations issued under it), and such other appropriate insurance as the Mortgagee may require from time to time. All insurance policies and renewals must be acceptable to Mortgagee, must provide for payment to the Mortgagee in the event of loss, must require 30 days notice to the Mortgagee in the event of nonrenewal or (an elliption, and must be delivered to the Mortgagee. Should the Mortgagor fail to insure or fail to pay the premiums on any insurance or fail to deliver the policies or certificates or renewals to the Mortgagee, then the Mortgagee at its option may have the insurance written or reliewed and pay the premiums for the account of the Mortgagor. In the event of loss or damage, the proceeds of the insurance shall be paid to the Mortgagee alone. No loss or damage shall itself reduce the Debt. The Mortgagee is authorized to adjust and compromise a loss without the consent of the Mortgagor, to collect, receive and receipt for any proceeds in the name of the Mortgagee and the Mortgagor and to endorso the Mortgagor's name upon any check in payment of proceeds. The proceeds shall be applied first toward reimbursement of all costs and or senses of the Mortgagee in collecting the proceeds and then toward payment of the Debt or any portion of it, whether or not then due or payable, or the Mortgagee at its option may apply the proceeds, or any part to the repair or rebuilding of the Premises provided that Mortgago is not then or at any time during the course of restoration of the Premises in default under this Mortgage and has complied with all requirements for application of the proceeds to restoration of the Premises as Mortgagee, in its sole discretion may establish
- 5. RESERVES FOR TAXES AND INSURANCE, Mortgagor shall, it requested by Mortgagoe, pay to Mortgagoe, at the time of and in addition to the monthly installments of principal and/or interest due usacr the Debt a sum equal to one-twelfth (1-12) of (a) the amount estimated by Mortgagoe to be sufficient to enable Mortgagoe to pay at least thirts (30) days before they become due and payable, all taxes, assessments and other similar charges levied against the Premises, and (b) the amount of the annual premiums on any policies of insurance required to be carried by Mortgagor. Mortgagoe shall apply the sams to pay the tax and insurance items. These sums may be commingled with the general funds of Mortgagoe, and no interest shall be payable on ((a)) nor shall these sums be deemed to be held in trust for the benefit of Mortgagor. Upon notice at any time, the Mortgagor will, within eq. (19) days, deposit such additional sum as may be required for the payment of increased taxes, assessments, charges or premiums. In the exercical foreclosure of this Mortgago, any of the moneys then remaining on deposit with the Mortgagoe or its agent shall be applied against (i) Debt prior to the commencement of foreclosure proceedings. The obligation of the Mortgagor to pay taxes, assessments, charges of insurance of the provisions of this paragraph shall constitute a default under this Mortgage.
- 6. WASTE, The Mortgagor shall keep the Premises in good repair, shall not commit or permit waste or the Premises not do any other act causing the Premises to become less valuable. Non-payment of taxes and cancellation of insurance shall each constitute waste. Should the Mortgagor tail to effect the necessary repairs, the Mortgagee may at its option and at the expense of the Mortgagor make the repairs for the account of the Mortgagor. The Mortgagor shall use and maintain the Premises in conformance with all applicable laws, ordinances and regulations. The Mortgagee or its authorized agent shall have the right to enter upon and inspect the Premises at all reasonable times.
- 7. AUTERATIONS, REMOVAL. No building, structure, improvement, fixture or personal property constituting any part of the removed, demolished or substantially altered without the prior written consent of the Mortgagee.
- 8 PAYMENT OF OTHER OBLIGATIONS. The Mortgagor shall also pay all other obligations which may become liens at charges forgainst the Premises for any present or future repairs or improvements made on the Premises, or for any other goods, services, or utilities furnished to the Premises and shall not permit any lien or charge of any kind securing the repayment of borrowed funds (including the preferred purchase price for any property) to accrue and remain outstanding against the Premises.
  - 9. ASSIGNMENT OF LEASES AND RENTS, Further, Mortgagor does hereby pledge and assign to Mortgagee, all leases, written or verhal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalites, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a default shall occur or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails. Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagee's prior written consent, procure, permit or accept any prepayment, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.

or any policies or requirements of the Manager, which are based appears in an eway relate to such Hazardous Materials used in the Premises. The indemnity obligations under this paragraph are specifically innited as follows:

- (i) The Mortgagor shall have no indemnity obligation with respect to Halfardons Materials that are first introduced to the Premises or any part of the Premises subsequent to the date that the Mortgagor's interest in and possession of the Premises or any part of the Premises shall have fully terminated by foreclosure of this Mortgago or acceptance of a deed in lieu of foreclosure;
- (ii) The Mortgagor shall have no indemnity obligation with respect to any Hazardous Materials introduced to the Premises or any part of the Premises by the Mortgagee, its successors or assigns.

The Mortgagor agrees that in the event this Mortgage is foreclosed or the Mortgagor tenders a deed in lieu of foreclosure, the Mortgagor shall deliver the Premises to the Mortgagee free of any and all Hazardous Materials which are then required to be removed (whether over time or immediately) pursuant to applicable federal, state and local laws, ordinances, rules or regulations affecting the Premises.

For purposes of this Mortgage, "Hazardous Materials", includes, without limitation, any flummable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et. seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6001, et. seq.) and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule or regulation.

The provisions of this paragraph shall be in addition to any and all other obligations and liabilities the Mortgagor may have to the Mortgagee under the Dobt, any loan document, and in common law, and shall survive (a) the repayment of all sums due for the debt, (b) the satisfaction of all sums due for the Mortgagor in this Mortgage and under any loan document, (c) the discharge of this Mortgage, and (d) the foreclosure of this Mortgage or acceptance of a deed in hen of foreclosure. Notwithstanding anything to the contrary contained in this Mortgage, it is the intention of the Mortgagor and the Mortgagee that the indemnity provisions of this paragraph shall only apply to an action confinenced against any owner or operator of the Premises in which any interest of the Mortgagee is threatened or any claim is made against. Or Mortgagee for the payment of money.

17 EVENTS OF DEFAUL PACCELERATION: Upon the occurrence of any of the following, the Mortgagee shall be entitled to exercise its remedies under this Mortgage or as otherwise provided by law: (1) The Mortgagor or, if other than the Mortgagor, any principal obligor of the Debt ("Principal Obligor" Laits to pay when due any amount payable under the note(s), the guaranty, or any other agreement evidencing the Debt. (2) the Mortgagor or Program Obligor (a) fails to observe or perform any other term of the note(s), the guaranty, or any other agreement evidencing the Debt or Distributes any materially incorrect or misleading representation in any financial statement or other information delivered to the Mortgagee; (3) are Mortgager or Principal Obligor defaults under the terms of this Mortgage, any loan agreement, mortgage, security agreement, or other document executed as part of the Debt transaction or any guaranty of the Debt becomes unenforceable in whole or in part, or any guaranter fails to promptly perform under such a guaranty; (4) the Mortgagor fails to pay when due any amount payable under any note or a regment evidencing debt to the Mortgagee or defaults under the terms of any agreement or instrument relating to or securing any debt for borrowed money owing to the Mortgagee; (5) a "reportable event" (as defined in the Employee Retirement Income Security Act of 1974 as (mended) that would permit the Pension Benefit Guaranty Corporation to terminate any employee benefit plan of the Mortgagor or Principal Obligor or any affiliate of the Mortgagor or Principal Obligor occurs; (6) the Mortgagor or Principal Obligor becomes insolvent or unable to pay its debts as they become due; (7) the Mortgagor or Principal Obligor (a) makes an assignment for the benefit of creditors, or (b) conjents to the appointment of a custodian, receiver, or trustee for itself or for a substantial part of its assets, or (c) commences any proceeding ander any bankruptcy, reorganization, liquidation, insolvency or similar laws of any jurisdiction, (8) a custodian, receiver, or trustee is appointed for the Mortgagor or Principal Obligor or for a substantial part of its assets without the consent of the party against which the appointment is made and is not removed within 60 days after such appointment; or the Mortgagor or Principal Obligor consents to such appointment. (2) proceedings are commenced against the Mortgagor or Principal Obligor under any bankruptcy, reorganization, liquidation, or similar law, of my jurisidiction, and such proceedings remain undismissed for 60 days after commencement, or the Mortgagor or Principal Obligor consepts to the commencement of such proceedings; (10) any judgment is entered against the Mortgagor or Principal Obligor, or any attaching colevy, or garnishment is issued against any property of the Mortgagor or Principal Obligor; (11) any proceedings are instituted for the forceloss of or collection of any mortgage, judgment or lieu affecting the Premises; (12) if Mortgagor sells, transfers or hypothecates any part of the Frencises except as provided in this Mortgage without the prior written consent of the Mortgagee; (13) the Mortgagor or Principal Obligor dies. (14) The Mortgagor or Principal Obligor, without the Bank's written consent, (a) is dissolved, (b) merges or consolidates with any third party (c) sells a material part of its assets or business outside the ordinary course of its business, or (d) agrees to do any of the foregoing, (15) there is a substantial change in the existing or prospective financial condition of the Mortgagor or Principal Obligor which the Mortgagee in good fait a determines to be materially

18. REMEDIES UPON DEFAULT. Upon the occurrence of any of the events of default set forth in this Marigage, at the sole option of Mortgagee, the note and/or any other habilities shall become immediately due and payable and Mortgagor shall only all expenses of Mortgages including attorneys' and paralegals' fees and all expenses incurred in connection with this Mortgage and latterpenses incurred in the enforcement of Mortgagoe's rights in the Premises and other costs incurred in connection with the disposition of the Premises. When the indebtedness secured hereby shall become due whether by acceleration or otherwise. Mortgagee shall have the right to foreclose the tion of this Mortgage. In any suit to foreclose the hen of all, Mortgage, though there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' and paralegals' fees, appraisers' fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax and hen searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgagee shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth in the note. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby, or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the note or any instrument which secures the note after default, whether or not actually commenced; or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are above mentioned; second, all other items which under the terms of this Morigage constitute indebtedness secured by this Mortgage additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note and the liabilities (first to interest and then to principal); fourth,

10. ASSIGNMENT OF LITTUREM AS TENANT OR PURCHASE L. If the Morgagor's interest in the Premises is that of a tenant or a purchaser, the Mortgagor also assigns, mortgages and warrants to the Mortgagoe, as additional security for the Debt, all of the Mortgagor's right, title and interest in and to any leases, land contracts or other agreements by which the Mortgagor is leasing or purchasing any part or all of the property, including all modifications, renewals and extensions and all of the Mortgagor's right, title or interest in any purchase options contained in any lease or other agreement. The Mortgagor agrees to pay each installment of rent, principal and interest required to be paid by it under the lease, land contract or other agreement when each installment becomes due and payable whether by acceleration or otherwise. The Mortgagor further agrees to pay and perform all of its other obligations under the lease, land contract or other agreement

If the Mortgagor defaults in the payment of any installment of rent, principal, interest or in the payment or performance of any other obligation under the lease, land contract or other agreement, the Mortgagee shall have the right, but not the obligation, to pay the installment or installments and to pay or perform the other obligations on behalf of and at the expense of the Mortgagor. On receipt by the Mortgagee from the landlord or seller under the lease, land contract or other agreement of any written notice of default by the Mortgagor, the Mortgagee may rely on the notice as cause to take any action it deems necessary or reasonable to cure a default even if the Mortgagor questions or denies the existence or nature of the default

- 11. SECURITY AGREEMENT. This Mortgage also constitutes a security agreement within the meaning of the illinois Uniform Commercial Code ("UCC") and Mortgagor grants to Mortgagee a security interest in any Equipment and other personal property included within the definition of Premises. Accordingly, Mortgagee shall have all of the rights and remedies available to a secured party under the UCC. Upon the occurrence of an event of default under this Mortgage, the Mortgagee shall have in addition to the remedies provided by this Mortgage, any method of disposition of collateral authorized by the UCC with respect to any portion of the Premises subject to the UCC.
- 12 REIMBUKSP/JENT OF ADVANCES. If Mortgagor fails to perform any of its obligations under this Mortgage, or it any action or proceeding is communiced which materially affects Mortgagee's interest in the Premises (including but not limited to a lien priority dispute, eminent domain, code enforcement, insolvency, bankruptcy or probate proceedings), then Mortgagee at its sole option may make appearances, disbutse sums and tike action as it deems necessary to protect its interest (including but not limited to disbutsement of reasonable attorneys' and parallegals' tees and entry upon the Premises to make repairs). Any amounts disbutsed shall become additional Debt, shall be immediately due and payable upon active from the Mortgagee to the Mortgagor, and shall bear interest at the highest rate payable on the Debt
- 13. DUE ON TRANSFER. Notwahstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, crosseyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of owier stip of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.
- 14. NO ADDITIONAL LIEN. Mortgagor co-senants not to execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against the interest of Mortgagee in the Premises without the prior written consent of Mortgagee, and then only when the document granting that lien expressly provides that it shall be subject to the lien of this Mortgage for the full amount secured by this Mortgage, together with interest, and shall also be subject and subordinate to any then existing or future leases affecting the Premises.
- 15 EMINENT DOMAIN. Notwithstanding any taking under the power of eminent domain, alteration of the grade of any road, alley, or the like, or other injury or damage to or decrease in value of the Provises by any public or quasi-public authority or corporation, the Mortgagor shall continue to pay the Debt in accordance with the terms of the underlying loan documents until any award or payment shall have been actually received by Mortgagoe. By executing this Mortgage, the Mortgagor assigns the entire proceeds of any award or payment and any interest to the Mortgagoe. The proceeds shall be applied first toward reinbursement of all costs and expenses of the Mortgagoe, including reasonable attorneys' and parallegals' fees of the Mortgagoe in collecting the proceeds and then toward payment of the Debt whether or not then due or payable, or the Mortgagoe at its option may apply the proceeds, or any part to the alteration, restoration or rebuilding of the Premises.
- HAZARDOUS WASTE. The Mortgagor represents and warrants to the Mortgagee has the Mortgagor has not used Hazardous Materials (as defined below), on, from or affecting the Premises in any manner which violates dederal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials and, to the best of the Mortgagor's knowledge, no prior owner of the Premises or any existing or prior tenant, or occupant has used Hazardous Materials on, from or affecting the Premises in any manner which variates federal, state or local law. ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, (b) the Mortgagor has never received any notice of any violations (and is not aware of any existing violations) of federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, featment, transportation. manufacture, refinement, handling, production or disposal of Hazardous Materials at the Premises and, to the best of the Mortgagor's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects the Premises, (c) Mortgagor shall keep or cause the Premises to be kept free of Hazardous Materials except to the extent that such Hazardous Materials are stored and/or used in compliance with all applicable federal, state and local laws and regulations; and, without limiting the foregoing. Mortgagor shall not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant, subtenant or occupant, a release, spill, leak or emission of Hazardous Materials onto the Premises or onto any other contiguous property; (d) the Mortgagor shall conduct and complete all investigations, including a comprehensive environmental audit, studies, sampling, and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under from or affecting the Premises as required by all applicable federal, state and local laws, ordinances, rules, regulations and policies, to the satisfaction of the Mortgagee, and in accordance with the orders and directives of all federal, state and local governmental authorities; and (e) the Mortgagor represents and warrants that there are no underground storage tanks on the Premises or as reasonably can be ascertainable on property adjacent to, or in close proximity to the Premises. If the Mortgagor fails to conduct an environmental audit required by the Mortgagoe, then the Mortgagee may at its option and at the expense of the Mortgagor, conduct such audit

Subject to the limitations set forth below, the Mortgagor shall defend, indemnify and hold harmless the Mortgagoe, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including, without limitation, attorneys', paralegals' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, known or inknown, contingent or otherwise, arising out of or in any way related to (a) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons or animals; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials on the Premises, (c) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials with respect to the Premises, and/or (d) any violation of laws, orders, regulations, requirements or demands of government authorities.