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## EXHIBIT A

### Legal Description

THAT PART OF THE WEST 20 ACRES (EXCEPT THE WEST 495.15 FEET THEREOF) OF GOVERNMENT LOT 2, LYING NORTH OF THE NORTH LINE OF THE SOUTH 1016 FEET THEREOF, IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 98 Crooked Creek Trail  
Barrington, Illinois 60010

Permanent Index Number: 02-04-100-040

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## MORTGAGE

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THIS MORTGAGE made May 15, 1991 by and between JOHN FABER and CAROLYN P. FABER, his wife, as Tenants by the Entirety, 98 Crooked Creek Trail, Barrington, Illinois 60010 ("Mortgagors"), and ROBERT FABER, 3001 Butterfield Road, Oak Brook, Illinois 60521 ("Mortgagee"), WITNESSETH:

THAT, WHEREAS John Faber has concurrently herewith executed and delivered to Mortgagee a Promissory Note bearing even date herewith ("Note") in the principal sum of Seventy-Five Thousand and No/100 Dollars (\$75,000.00) made payable to Mortgagee in and by which Note John Faber promises to pay the said principal sum and interest thereon at the rate of ten percent (10%) per annum on May 14, 1994, if not sooner paid, all of said principal and interest being payable at such place as the holder or holders of the Note ("Holders") may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of Mortgagee reflected above, with the terms and provisions of the Note being incorporated herein and made a part hereof by this reference with the same effect as if set forth at length.

NOW, THEREFORE, Mortgagors, in consideration of said debt and to secure the payment of both principal and interest, in accordance with the terms and provisions of the Note and in accordance with the terms, provisions and limitations of this Mortgage, and to secure the performance of the covenants and agreements herein and in the Note contained, to be performed by Mortgagors, do by these presents MORTGAGE, GRANT, BARGAIN, SELL and CONVEY unto Mortgagee, his successors and assigns, their estate in fee simple, forever, in the real estate situated in the City of Barrington, County of Cook, State of Illinois ("Premises") as more fully described on the attached Exhibit A, which is incorporated herein by this reference and made a part hereof.

TOGETHER with all buildings, improvements, tenements, easements, fixtures and appurtenances thereto pertaining or belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto, and including but not limited to all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air cooling, air conditioning, water, light, power, sanitation, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled) and ventilation to the Premises, it being understood that the enumeration of any specific articles of property shall in no wise result in or be held to exclude any items of property not specifically mentioned.

NOTE IDENTIFIED

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Mortgagors represent and covenant that they are lawfully seized of the Premises, that, except as hereinafter provided, the same are unencumbered, and that they have good right, full power and lawful authority to convey and mortgage the same, and that they will warrant and forever defend said Premises and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever; SUBJECT, HOWEVER, to the expressed understanding that this Mortgage is made subject and subordinate to the SENIOR INDEBTEDNESS (as hereinafter defined) to the extent and in the manner hereinafter set forth.

TO HAVE AND TO HOLD the Premises unto the said Mortgagee, his successors and assigns, forever, for the purposes and uses herein set forth.

THIS MORTGAGE IS GIVEN TO SECURE: (a) payment of the indebtedness evidenced by the Note (together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof, or, which may evidence any of the indebtedness secured hereby); (b) payment by Mortgagors to Mortgagee as herein provided of all sums expended or advanced by Mortgagee pursuant to any term or provision of this Mortgage; and (c) performance of each and every one of the covenants, conditions, and agreements contained in this Mortgage and the Note.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, Etc.

1. Mortgagors shall (a) promptly repair, rescore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises on a parity with or superior to the lien hereof, and upon request, exhibit satisfactory evidence to Mortgagee of the discharge of such lien; (d) complete within a reasonable time any building or buildings or any other improvements now or at any time in the process of construction upon the Premises; (e) comply with all requirements of law, municipal ordinances or restrictions of record with respect to the Premises and the use and development thereof, including but not limited to those relating to zoning, building, environmental protection,

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health, fire and safety; (f) suffer or permit no change in the general nature of the occupancy of the Premises, without Mortgagee's prior written consent; (g) pay each item of indebtedness secured by this mortgage when due according to the terms hereof or of the Note; and (h) duly perform and observe all of the covenants, terms, provisions and agreements herein on the part of Mortgagors to be performed and observed.

## Payment of Taxes and Assessments

2. Mortgagors shall pay before any penalty or interest attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and all other charges or liens of any nature against the Premises when due. If any special assessment is permitted by applicable law to be paid in installments, Mortgagors shall have the right to pay such assessment in installments, so long as all such installments are paid prior to the due date thereof. To prevent default hereunder, Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may decide to contest.

## Indemnity

3. Mortgagors hereby covenant and agree that no liability shall be asserted or enforced against Mortgagee in the exercise of the rights and powers granted to Mortgagee in this Mortgage, and Mortgagors hereby expressly waive and release any such liability. Mortgagors shall indemnify and save Mortgagee harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including attorneys' fees and court costs) of whatever kind or nature which may be imposed on, incurred by or asserted against Mortgagee at any time by any third party which relate to or arise from: the making of the loan evidenced by the Note and secured by this Mortgage; any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Mortgagee may or does become a party, either as plaintiff or as a defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage; the offer for sale or sale of all or any portion of the Premises; and/or the ownership, leasing, use, operation or maintenance of the Premises. All costs provided for herein and paid for by Mortgagee shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest at the rate of 10% per annum.

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## Effect of Extensions of Time

4. If the payment of the debt secured hereby or any part thereof be extended or varied or if any part of the security granted to secure such indebtedness be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, or having an interest in Mortgages, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation or release.

## Mortgagee's Performance of Defaulted Acts and Expenses Incurred by Mortgagee

5. Upon the occurrence of an Event of Default, Mortgagee may, but need not, make any payment or perform any act required herein or in the Note required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on the SENIOR INDEBTEDNESS, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment or cure any default of Mortgages in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of 10% per annum. In addition to the foregoing, any costs, expenses and fees, including attorneys' fees, incurred by Mortgagee in connection with (a) sustaining the lien of this Mortgage or its priority, (b) protecting and enforcing any of Mortgagee's rights hereunder, (c) recovering any indebtedness secured hereby, (d) any litigation or proceedings affecting the Note, this Mortgage or the Premises, including without limitation, bankruptcy and probate proceedings, or (e) preparing for the commencement, defense or participation in any threatened litigation or proceedings, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of 10% per annum. The interest accruing under this Section shall be immediately due and payable by Mortgages to Mortgagee, and shall be additional indebtedness evidenced by the Note and secured by this Mortgage. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to him on account of any default on the part of Mortgages. Should the

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proceeds of the Note or any part thereof, or any amount paid out or advanced by Mortgagee hereunder, or pursuant to any agreement executed by Mortgagors in connection with the loan evidenced by the Note, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Premises or any part thereof, then as additional security hereunder, Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, however remote, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

## Acceleration of Indebtedness in Event of Default

6. The occurrence of any of the following shall constitute an event of default ("Event of Default") under this Mortgage.

If (a) default be made in the due and punctual payment of the Note, or any installment of principal thereof or interest thereon as and when the same becomes due in accordance with the terms thereof, which has not been cured within five (5) days after the due date; or (b) Mortgagors shall file a petition in voluntary bankruptcy under the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay their debts, or fail to obtain a vacation or stay of involuntary proceedings within thirty (30) days; or (c) Mortgagors shall make an assignment for the benefit of creditors, or shall admit in writing their inability to pay their debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of their property or the major part thereof; or (d) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by Mortgagors and the same shall continue for twenty-one (21) days after notice from Mortgagee; or (e) default shall be made in the due observance or performance of any covenant, agreement or condition required to be kept or observed by Mortgagors in the Note or in any other instrument given at any time to secure the payment of the Note and the expiration of the applicable cure period, if any; or (f) there shall occur a sale or assignment of any legal or beneficial ownership interest in the Premises, excluding, however, any transfer of the Premises in trust for purposes of creating a land trust and the assignment of the beneficial ownership interest in the

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Premises to Harris Bank Hinsdale, National Association or to Jay Faber, or his nominee; then and in every such case the whole of said principal sum hereby secured shall, at once at the option of Mortgagee, become immediately due and payable, together with accrued interest thereon, without notice to Mortgagors.

## Foreclosure; Expense of Litigation

7. Subject to the subordination provisions herein contained, when the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee, at his option, shall have the right to foreclose the lien hereof for such indebtedness or part thereof and/or exercise any right, power or remedy provided in this Mortgage. In any suit to foreclose the lien hereof or to enforce any other remedy of Mortgagee under this Mortgage or the Note, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fee, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title and value as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true conditions of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the Premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagors, with interest thereon at the rate of 10% per annum.

## Application of Proceeds of Foreclosure Sale

8. Subject to the rights of the holder of the SENIOR INDEBTEDNESS, the proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding Section

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hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, to interest remaining unpaid on the Note; fourth, to the principal remaining unpaid on the Note; and lastly, any overplus to Mortgagors, their successors or assigns, as their rights may appear.

## Assignment of Rents and Leases

9. To further secure the indebtedness secured hereby, but subject to the rights of the holder of the SENIOR INDEBTEDNESS, Mortgagors hereby sell, assign and transfer unto Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements, and all the avails thereunder, to Mortgagee. Mortgagors hereby irrevocably appoint Mortgagee their true and lawful attorney in their name and stead to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms as Mortgagee shall, in his discretion, determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the leases and agreements, written or verbal, or other tenancy existing, or which may hereafter exist on the Premises, with the same rights and powers and subject to the same immunities, exonerations of liability and rights of recourse and indemnity as Mortgagee would have upon taking possession of the Premises.

Although it is the intention of the parties that the assignment contained in this Section 9 shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this section until an Event of Default shall exist under this Mortgage or the Note.

Mortgagee shall not be obligated to perform or discharge, nor does he hereby undertake to perform or discharge, any obligation, duty or liability under any leases. Mortgagors shall and do hereby agree to indemnify and hold Mortgagee harmless of and from any and all

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liability, loss or damage which Mortgagee may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged obligations or undertakings on his part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should Mortgagee incur any such liability, loss or damage under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest at the rate of 10% per annum, shall be secured hereby, and Mortgagors shall reimburse Mortgagee therefor immediately upon demand.

## Release upon Payment and Discharge of Mortgagors' Obligations

10. If Mortgagors shall fully pay all principal and interest on the Note, and all other indebtedness secured hereby and comply with all of the other terms and provisions hereof to be performed and complied with by Mortgagors, then this Mortgage shall be null and void. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby.

## Giving of Notices

11. Any notice, consent, or approval that Mortgagee or Mortgagors may desire or be required to give to the other shall be in writing and shall be hand-delivered or sent by Federal Express or any other comparable courier service to the intended recipient thereof at his address set forth below or at such other address as such intended recipient may, from time to time, by notice in writing, designate to the sender pursuant hereto. All such notices and demands which are sent by a courier service shall be effectively given one (1) business day after delivery to or pick-up by the courier service. All such notices which are hand-delivered shall be effectively given on the date of such delivery. Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Mortgagee by this Mortgage is not required to be given.

(a) If to Mortgagee:

Mr. Robert Faber  
3001 Butterfield Road  
Oak Brook, IL 60521

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(b) If to Mortgagors:

John Faber and Carolyn P. Faber  
98 Crooked Creek Trail  
Barrington, IL 60010

## Binding on Successors and Assigns; Time of Essence

12. This Mortgage and all provisions hereof shall be binding upon Mortgagors and all persons claiming under or through Mortgagors, and shall inure to the benefit of the Holders from time to time of the Note and of the successors and assigns of the Mortgagee. All of the covenants of this Mortgage shall run with the land constituting the Premises.

It is specifically agreed that time is of the essence of this Mortgage.

## Captions

13. The captions and headings of various sections of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

## Declaration of Subordination

14. This Mortgage is subject and subordinate in whole, and junior in right of payment to the SENIOR INDEBTEDNESS to the extent and in the manner hereinafter set forth:

A. Upon the maturity of the SENIOR INDEBTEDNESS by lapse of time, acceleration or otherwise, or during the continuance of any default in the payment of any amount due under the SENIOR INDEBTEDNESS, all payments due under the SENIOR INDEBTEDNESS shall first be paid in full before any payment on account of principal or interest is made under this Mortgage and the Note.

B. In the event of any insolvency or bankruptcy relative to the Mortgagors, all payments due under the SENIOR INDEBTEDNESS shall first be paid in full before any payment on account of principal or interest is made under this Mortgage and the Note.

C. In any of the proceedings referred to in clause B. above, any payment or distribution of any kind or character, whether in cash, property or obligations, which may be payable or deliverable in respect to this Mortgage and the Note shall be paid or delivered directly to the holder of the SENIOR INDEBTEDNESS for application in payment thereof, unless and until all principal of and interest on, the SENIOR

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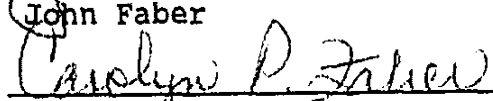
INDEBTEDNESS shall have been paid in full and any such payment or distribution paid or delivered to the holder of this Mortgage and the Note will be held in trust for the SENIOR INDEBTEDNESS and assigned, transferred and paid over to the holder thereof in the form received to be applied to the SENIOR INDEBTEDNESS.

The SENIOR INDEBTEDNESS is hereby defined to mean: (i) any existing or future obligations under that certain Mortgage Loan dated March 5, 1990 made by Mortgagors to NBD Mortgage Company in the principal amount of \$311,000.00, as evidenced by a Note dated March 5, 1990 and a Mortgage dated March 5, 1990, and filed March 13, 1990 as Document LR3865793 in Cook County, Illinois; and (ii) any existing and/or future obligations owed to Harris Bank-Hinsdale, N.A. (the "BANK") which are secured by: (a) a mortgage covering the improved real property commonly known as 98 Crooked Creek Trail, Barrington, Illinois (the "PROPERTY"); and/or (b) a collateral assignment or beneficial interest in a land trust holding title to the PROPERTY.

#### Remedies Cumulative and Non-Waiver

15. No remedy or right of the Mortgagee hereunder or under the Note, or available under applicable law, shall be exclusive of any other right or remedy, but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law. No delay in the exercise of, or omission to exercise, any remedy or right accruing on any Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or an acquiescence therein, nor shall it affect any subsequent Event of Default of the same or a different nature, nor shall it extend or affect any grace period. Every such remedy or right may be exercised concurrently or independently, when and as often as may be deemed expedient by the Mortgagee. All obligations of the Mortgagors and all rights, powers, and remedies of the Mortgagee expressed herein shall be in addition to, and not in limitation of, those provided by law or in the Note or any other written agreement or instrument relating to any of the indebtedness secured hereby or any security therefor.

IN WITNESS WHEREOF, Mortgagors have caused these presents to be executed the day and year first above written.

  
\_\_\_\_\_  
John Faber  
  
\_\_\_\_\_  
Carolyn P. Faber

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IN DUPLICATE  
1991 MAY 20 10:22:47  
CAROL MOSEL REBRAUN  
REGISTRAR OF DEEDS

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Submitted by Carol Brody

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CLARIS

Rachel Gradsky  
Greenberg, Keefe  
113M Plaza #4500  
Chicago, IL 60611

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