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**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT and FINANCING STATEMENT**

(740 North Rush Street)

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THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT (herein sometimes called "Mortgage") is made as of January 4, 2001, by Randolph Partners, L.P. (hereinafter individually and collectively referred to as the "Borrower"), located at Giordano's Enterprises, Inc., 308 West Randolph Street, Chicago, Illinois 60606, and LASALLE BANK, NATIONAL ASSOCIATION, not personally but as Trustee (the "Land Trustee") under the provisions of a Trust Agreement dated December 22, 2000, and known as Trust No. 000000-127064 (the "Trust"), having its principal office at 135 South LaSalle Street, Chicago, Illinois 60603 (herein, the Borrower and the Land Trustee, individually and collectively, jointly and severally, together with the successors and assigns of each of them, are sometimes called the "Mortgagor"); in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association having an office at 135 South LaSalle Street, Chicago, Illinois 60603 (herein, together with its successors and assigns, called the "Mortgagee").

RECITALS:

A. Ownership. The Mortgagor is the owner of the land and improvements (the "Land") described on Exhibit A attached hereto. Borrower is the owner of the beneficial interest in the Trust.

B. Loans. To provide funds for the purchase of the Land, Mortgagee has agreed to make loans to Borrower in the principal sum of Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00) and the principal sum of Three Million Five Hundred Thousand Dollars (\$3,500,000) (the "Loans").

C. Loan Agreement; Note, Principal and Interest. To evidence the Loans, Borrower and Mortgagee have entered into a Loan Agreement dated the date hereof (as hereafter modified, supplement, or amended, the "Loan Agreement") and Borrower has

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executed and delivered to the Mortgagee (i) a promissory note dated as of November 13, 2000, in the face principal amount of \$12,500,000 and (ii) a promissory note dated as of November 13, 2000, in the face principal amount of \$3,500,000 (the \$16,000,000 principal amount of both Notes being referred to herein as the "Loan Amount"), in each case payable to the order of the Mortgagee at Chicago, Illinois, and due and payable, together with all accrued and unpaid interest, in full, if not sooner paid on or before October 31, 2005, subject to acceleration as provided in the respective Notes, the Loan Agreement and in this Mortgage (herein, such promissory notes, together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal or substitution thereof or which may evidence any of the indebtedness secured thereby, shall be called the "Notes"). The Notes bear interest as provided therein on the principal amount thereof from time to time outstanding; all principal of and interest on the Notes are payable in lawful money of the United States of America at the office of the Mortgagee in Chicago, Illinois, or at such place as the holder thereof may from time to time appoint in writing. The Mortgagor is or will become justly indebted to the Mortgagee in the Loan Amount in accordance with the terms of the Loan Agreement, Notes, this Mortgage and the other Related Documents.

GRANT

NOW THEREFORE, for and in consideration of the Mortgagee's making any loan, advance or other financial accommodation at any time to or for the benefit of the Mortgagor, and in consideration of the various agreements contained herein and in the other Related Documents (hereinafter defined), and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the Mortgagor, and in order to secure the full, timely and proper payment and performance of each and every one of the Liabilities (hereinafter defined),

THE MORTGAGOR HEREBY MORTGAGES, CONVEYS, GRANTS, BARGAINS, SELLS, TRANSFERS AND ASSIGNS (AND THE BORROWER ALSO WARRANTS) TO THE MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS FOREVER, AND GRANTS TO THE MORTGAGEE A CONTINUING LIEN UPON AND SECURITY INTEREST IN AND TO, ALL OF THE COLLATERAL (HEREINAFTER DEFINED) WHETHER NOW OWNED OR HELD OR HEREAFTER ACQUIRED,

TO HAVE AND TO HOLD the Collateral unto the Mortgagee and its successors and assigns forever, for the purposes and uses herein set forth. All of the Collateral, whether real, personal, or mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the Premises (as defined below) and to be appropriated to the use of the Premises, and shall be for the purposes of this Mortgage deemed to be real estate and conveyed and mortgaged hereby. As to any of the Collateral which (notwithstanding the aforesaid declaration and agreement) does not so form a part and parcel of the Premises,

this Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code in effect in the jurisdiction in which the Premises are located (hereinafter referred to as the "UCC") for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to Mortgagee as Secured Party (as said term is defined in the UCC), securing said indebtedness and obligations and Mortgagee shall have in addition to its rights and remedies hereunder all rights and remedies of a Secured Party under the UCC. As to any of the Collateral which the UCC classifies as fixtures, this instrument shall constitute a fixture filing and financing statement under the UCC.

The Mortgagor hereby covenants with and warrants to the Mortgagee and with the purchaser at any foreclosure sale: that at the execution and delivery hereof the Trust is well seized of the Premises, and of a good, indefeasible estate therein, in fee simple; that the Collateral is free from all encumbrances whatsoever (and any claim of any other Person thereto) other than the security interest granted to the Mortgagee herein and pursuant to the Related Documents and the encumbrances set forth in the title insurance policy issued by Chicago Title Insurance Company insuring the lien of this Mortgage in favor of the Mortgagee (the "Permitted Exceptions"); that Mortgagor has good and lawful right to sell, mortgage and convey the Collateral, and that it and its successors and assigns will forever warrant and defend the Collateral against all claims and demands whatsoever with the exception of the Permitted Exceptions.

I. DEFINITIONS

Related Documents. As used in this Mortgage the term "Related Documents" means any and all loan agreements, security agreements, any guaranty or indemnification agreement, the Loan Agreement, Notes, and any other documents and instruments executed and delivered by or for the benefit of the Mortgagor or the Borrower, whether pursuant to the terms of the Loan Agreement, Notes or as security therefor, or for the purpose of supplementing or amending all or any of the foregoing, all of which, as the same may be amended, modified or supplemented from time to time, are sometimes hereinafter referred to as the "Related Documents."

The Liabilities. As used in this Mortgage, the term "Liabilities" means and includes all of the following: (i) the principal of, interest on and any and all other amounts which may at any time be or become due or owing under the Notes; (ii) all indebtedness of any kind arising under, and all amounts (including, without limitation, future advances) of any kind which may at any time be or become due or owing to the Mortgagee under or with respect to the Loan Agreement, Notes, this Mortgage or any of the other Related Documents; (iii) all of the covenants, obligations and agreements (and the truth of all representations and warranties) of the Mortgagor in, under or pursuant to the Loan Agreement, Notes, this Mortgage, and all of the other Related Documents; any and all advances, costs or expenses paid or incurred by the Mortgagee to protect any or all of the Collateral (hereinafter defined), perform any obligation of the Mortgagor hereunder or under any of the Related Documents or collect any amount owing to the Mortgagee which

is secured hereby; (iv) any and all other obligations of either or both of the Land Trustee and the Borrower to the Mortgagee, in each case, howsoever created, arising or evidenced, direct or indirect, absolute or contingent, joint or several, now or hereafter existing or due or to become due, and whether or not arising out of or in connection with the Loan Agreement, Notes, this Mortgage or any of the other Related Documents, including, without limitation, all obligations and liabilities of the Borrower to the Mortgagee evidenced by that certain Secured Promissory Note dated August 3, 1998 in the original principal amount of \$680,000, made by Borrower and American National Bank and Trust company of Chicago, not personally, but solely as Trustee under Trust Agreement dated August 3, 1998, and known as Trust No. 124285-04; (v) all the obligations and liabilities of Giordano's Enterprises, Inc. and certain of its subsidiaries to Mortgagee under that certain Loan and Security Agreement dated as of July 1, 1996, as amended; (vi) interest on all of the foregoing; and (vii) all costs of enforcement and collection of the Loan Agreement, Notes, this Mortgage, any of the other Related Documents, and the Liabilities. Provided, however, notwithstanding anything to the contrary herein, the total aggregate indebtedness and Liabilities secured by this Mortgage shall not exceed an amount equal to two (2) times the Loan Amount.

The Collateral. For purposes of this Mortgage, the term "Collateral" means and includes all of the following, whether now owned, or hereafter acquired by the Mortgagor:

(i) Real Estate. All of the Land, together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anywise appertaining to the Land (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Land; all estate, claim, demand, right, title or interest of the Mortgagor in and to any street, road, highway, or alley (vacated or otherwise) adjoining the Land or any part thereof; all strips and gores belonging, adjacent or pertaining to the Land; and any after-acquired title to any of the foregoing (all of the foregoing is herein referred to collectively as the "Real Estate");

(ii) Improvements and Fixtures. All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Real Estate and owned or purported to be owned by Borrower or the Trust, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever or hereafter found on, affixed to or attached to the Real Estate and owned or purported to be owned by Borrower or the Trust, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing is herein referred to collectively as the "Improvements");

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(iii) Personal Property. All furniture, furnishings, equipment (including, without limitation, telephone and other communications equipment, window cleaning, building cleaning, monitoring, garbage, air conditioning, pest control and other equipment) and all other tangible property of any kind or character now or hereafter owned or purported to be owned by Borrower or the Trust and used or useful in connection with the Real Estate, regardless of whether located on the Real Estate or located elsewhere including, without limitation, all rights of Borrower or the Trust under any lease of furniture, furnishings, fixtures and other items of personal property at any time during the term of such lease, and all rights under and to all payments and deposits required by the provisions of Section 1.20 hereof (all of the foregoing is herein referred to collectively as the "Goods");

(iv) Intangibles. All goodwill, trademark, trade names, option rights, purchase contracts, books and records and general intangibles of Borrower and the Trust relating to the Real Estate or the Improvements and all accounts, contract rights, instruments, chattel paper and other rights of the Mortgagor for payment of money to it for property sold or lent by it, for services rendered by it, for money lent by it, or for advances or deposits made by it, and any other intangible property of Borrower or the Trust related to the Real Estate or the Improvements (all of the foregoing is herein referred to collectively as the "Intangibles");

(v) Rents. All rents, issues, profits, royalties, avails, income and other benefits derived or owned by Borrower or the Trust directly or indirectly from the Real Estate or the Improvements (all of the foregoing is herein collectively called the "Rents");

(vi) Leases. All rights of Borrower and the Trust under all leases, licenses (to the extent assignable), occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any person or entity agrees to pay money to Borrower or the Trust or any consideration for the use, possession or occupancy of, or the conducting of any business on, or any estate in, the Real Estate or the Improvements or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against Borrowers under any thereof (all of the foregoing is herein referred to collectively as the "Leases");

(vii) Plans. All rights of Borrower or the Trust, if any, to plans and specifications, designs, drawings and other matters prepared in connection with the Real Estate (all of the foregoing is herein called the "Plans");

(viii) Contracts for Construction or Services. All rights of Borrower and the Trust, if any, under any contracts executed by any of them with any provider of goods or services for or in connection with any construction undertaken on, or services performed or to be performed in connection with, the Real Estate or the

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Improvements, including any architect's contract (all of the foregoing is herein referred to collectively as the "Contracts for Construction");

(ix) Contracts for Sale or Financing. All rights of Borrower and the Trust, if any, as seller or borrower under any agreement, contract, understanding or arrangement pursuant to which the Mortgagor has, with the prior written consent of the Mortgagee, obtained the agreement of any Person to pay or disburse any money for the Mortgagor's sale (or borrowing on the security) of the Collateral or any part thereof (all of the foregoing is herein referred to collectively as the "Contracts for Sale"); and

(x) Other Property. All other property or rights of Borrower and the Trust of any kind or character related to the Real Estate or the Improvements, and all proceeds (including insurance and condemnation proceeds) and products of any of the foregoing, including all proceeds of the conversion, whether voluntary or involuntary, of any of the foregoing into cash or liquidated claims. (All of the Real Estate and the Improvements, and any other property constituting a portion of the Collateral which is real estate under applicable law, is sometimes referred to collectively herein as the "Premises".)

II. COVENANTS AND AGREEMENTS OF MORTGAGOR

Further to secure the full, timely and proper payment and performance of the Liabilities, the Mortgagor hereby covenants and agrees with, and warrants to, the Mortgagee as follows:

2.1. Payment of Liabilities. The Mortgagor agrees that it will pay, timely and in the manner required in the appropriate documents or instruments, the principal of and interest on the Loan Agreement, Notes, and all other Liabilities (including fees and charges).

2.2. Payment of Taxes. Except as provided below, the Mortgagor will pay, at least five business days before delinquent, all taxes and assessments, general or special, and any and all levies, claims, charges, expenses and liens, ordinary or extraordinary, governmental or non-governmental, statutory or otherwise, due or to become due, that may be levied, assessed, made, imposed or charged on or against the Collateral or any property used in connection therewith, and will pay before due any tax or other charge on the interest or estate in lands created or represented by this Mortgage or by any of the other Related Documents, whether levied against the Mortgagor or the Mortgagee or otherwise, and will submit to the Mortgagee upon request all receipts showing payment of all of such taxes, assessments and charges. Borrower shall have the right to contest any taxes, charges, or other sums levied, imposed, assessed or claimed due by any federal, state and other governmental agency; provided Borrower proceeds diligently in good faith to contest such

tax, charge or other sum, Borrower shall establish such reserves as Mortgagee shall reasonably require to protect the Collateral, and such contest shall not impair the validity or priority of the lien of this Mortgage on the Collateral.

2.3. Maintenance, Repair and Restoration of Improvements; Payment of Prior Liens. Mortgagor shall (a) promptly repair, restore or rebuild the Improvements 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 superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon the Real Estate; (e) comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the Premises and the use thereof; (f) make no alterations in the Premises; (g) suffer or permit no change in the general nature of the occupancy of the Premises, without Mortgagee's written consent; and (h) initiate or acquiesce in no zoning variation or reclassification, without Mortgagee's written consent.

2.4. Insurance. Mortgagor shall keep the Goods, the Improvements and all other Collateral insured against loss or damage by fire and such other hazards as may be reasonably requested by Mortgagee, including, but not limited to, all-risk property insurance covering, without limitation, fire, extended coverage, vandalism and malicious mischief, in an amount that is not less than the replacement cost of the Improvements and Goods without consideration for depreciation, with an agreed upon value endorsement, insurance against business interruption and loss of rentals for such occurrences and in such amounts as the Mortgagee may require; insurance against flood if required by the Federal Disaster Protection Act of 1973, as amended, and regulations issued thereunder; comprehensive general public liability insurance, in an amount satisfactory to Mortgagee; and, during construction, builder's completed value risk insurance against "all risks of physical loss" (including collapse and transit coverage); and all other insurance commonly or, in the judgment of Mortgagee, prudently maintained by those whose business and use of real estate is similar to that of the Mortgagor. Mortgagor shall further provide Mortgagee with insurance certificates evidencing that the contractor secured by Mortgagor to perform general contracting work on the Premises has, in full force and effect, liability and worker's compensation insurance. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagee, with standard noncontributory mortgagee loss payee clauses attached to all policies in favor of and in form satisfactory to Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagee. All policies shall further name Mortgagee as an additional insured and as a lender loss payee. Mortgagor shall deliver all policies, including additional and renewal policies, to Mortgagee, and, in the case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to their respective dates of expiration. Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereon under a

standard mortgagee clause acceptable to Mortgagee. Mortgagor shall immediately notify Mortgagee whenever any such separate insurance is taken out and shall promptly deliver to Mortgagee the policy or policies of such insurance.

2.5. Adjustment of Losses with Insurer and Application of Proceeds of Insurance.

(a) In case of loss or damage by fire or other casualty, Mortgagee is authorized to (i) settle and adjust any claim under insurance policies which insure against such risks, or (ii) allow Mortgagor to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, the Mortgagee is authorized to collect and issue a receipt for any such insurance money. Subject to Section 2.5(b) below, at the option of the Mortgagee, such insurance proceeds may be applied in the reduction of the Liabilities, whether due or not, or may be held by the Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoration of the Premises. In the event Mortgagee elects to apply the insurance proceeds in reduction or satisfaction of the Liabilities, such prepayment shall be without penalty or premium to Mortgagor. Irrespective of whether such insurance proceeds are used to reimburse Mortgagor for the cost of said rebuilding or restoration or not, and irrespective of whether such insurance proceeds are or are not adequate for such purpose, the Premises shall be so restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the cost of rebuilding, repairing or restoring the Premises can reasonably be expected to exceed the sum of Fifty Thousand Dollars (\$50,000.00), then the Mortgagor shall obtain Mortgagee's approval of plans and specifications for such work before such work shall be commenced. In any case, where the insurance proceeds are made available for rebuilding and restoration, such proceeds shall be disbursed in the manner and under the conditions that the Mortgagee may require and upon Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with architect's certificates, waivers of lien, contractor's and subcontractors' sworn statements and other evidence of cost and payments so that Mortgagee can verify that the amounts disbursed from time to time are represented by completed and in place work and that said work is free and clear of mechanics' lien claims. If the estimated cost of completion exceeds the amount of the insurance proceeds available, the Mortgagor immediately shall, on written demand of the Mortgagee, deposit with the Mortgagee in cash the amount of such estimated excess cost. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed from time to time, and at all times the undisbursed balance of such proceeds remaining in the hands of the disbursing party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. Any surplus which may remain after payment of such cost of building or restoration shall, at the option of the Mortgagee, be applied on account of the Liabilities or be paid to any party entitled thereto without interest.

(b) Any provision of this Section 2.5 to the contrary notwithstanding, provided that (i) the insurance carrier does not deny liability as to the insured and Mortgagor demonstrates to Mortgagee's satisfaction that Mortgagor and Borrower have the

financial capacity (taking into account any projected receipts from the Premises and any proceeds from applicable insurance policies) to fulfill their Liabilities and obligations under the Loan Agreement, Notes, this Mortgage and the other Related Documents during the process of rebuilding or restoration, (ii) no Default (as hereinafter defined) exists under this Mortgage, (iii) the proceeds of such casualty insurance are used solely for rebuilding or restoration and are sufficient to rebuild or restore the Premises as required hereunder (or Mortgagor deposits any deficiency with Mortgagee or deposits a letter of credit or other security satisfactory to Mortgagee in its absolute discretion to cover such deficiency), (iv) the funds are released under escrow or construction funding arrangements satisfactory to Mortgagee, (v) the rebuilding or restoration can in Mortgagees' judgment be expected to be substantially completed within not more than six (6) months, and (vi) the casualty does not occur during the last six (6) months of the term of the Notes, Mortgagee agrees to make such insurance proceeds available, after deducting therefrom any expenses incurred in the collection thereof, in accordance with the other provisions of this Section 2.5 for the rebuilding or restoration of the Premises. Any excess proceeds remaining after completion of the rebuilding or restoration of the Premises may be retained by Mortgagee at its option, for application against the Liabilities as set forth above or paid to any party entitled thereto, without interest. In addition, provided that no Default exists under this Mortgage, any proceeds of rent loss or similar insurance shall be made available to Mortgagor to pay debt service and operating expenses.

2.6. Stamp and Other Taxes. If the Federal, or any state, county, local, municipal or other, government or any subdivision of any thereof having jurisdiction, shall levy, assess or charge any tax (excepting therefrom any income tax on the Mortgagee's receipt of interest payments on the principal portion of the indebtedness secured hereby), assessment or imposition upon this Mortgage, the Liabilities, the Notes or any of the other Related Documents, the interest of the Mortgagee in the Collateral, or any of the foregoing, or upon the Mortgagee by reason of or as holder of any of the foregoing, or shall at any time or times require revenue stamps to be affixed to the Loan Agreement, Notes, this Mortgage, or any of the other Related Documents, the Mortgagor shall pay all such taxes and stamps to or for the Mortgagee as they become due and payable. If any law or regulation is enacted or adopted permitting, authorizing or requiring any tax, assessment or imposition to be levied, assessed or charged, which law or regulation prohibits the Mortgagor from paying the tax, assessment, stamp, or imposition to or for the Mortgagee, then all sums hereby secured shall become immediately due and payable at the option of the Mortgagee. Thereafter, if the Mortgagor fails to make payment of all such sums within fifteen (15) days of the Mortgagee's demand therefor, such failure shall constitute a Default (hereinafter defined) hereunder and all sums secured hereby shall become immediately due and payable.

2.7. Effect of Extensions of Time. If the payment of the Liabilities or any part thereof is extended or varied or if any part of any security for the payment of the Liabilities is released or additional security is taken, all persons now or at any time hereafter liable therefor, or interested in the Collateral, shall be held to assent to such extension, variation, or taking of additional security or release, and their liability and the lien and all provisions

hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation, taking of additional security or release.

2.8. Recorded Instruments. The Mortgagor will promptly perform and observe, or cause to be performed or observed, all of the terms, covenants and conditions of all instruments of record affecting the Collateral, noncompliance with which would affect the security of this Mortgage or impose any duty or obligation upon Mortgagor or other occupant of the Premises, or any part thereof, and Mortgagor shall do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of or constituting any portion of the Premises.

2.9. Mortgagee's Performance of Defaulted Acts. In case of default herein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment or cure any default of the Mortgagor as lessor under any of the Leases. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Mortgagee in regard to any stamp tax or any Leases or to protect the Premises and the lien hereof, shall be added to the Liabilities, and shall become immediately due and payable without notice and with interest thereon at the Default Rate (as defined in the Notes). Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any Default on the part of Mortgagor.

2.10. Mortgagee's Reliance on Tax Bills. Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

2.11. Condemnation.

(a) Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation (the "Condemnation Proceeds"). The Mortgagee may elect to apply the Condemnation Proceeds upon or in reduction of the Liabilities, whether due or not, or make the Condemnation Proceeds available for restoration or rebuilding of the Premises. In the event Mortgagee elects to apply the Condemnation Proceeds in reduction or satisfaction of the Liabilities, such prepayment shall be without penalty or premium to Mortgagor.

Irrespective of whether the Condemnation Proceeds are made available for restoration or rebuilding, and irrespective of whether the Condemnation Proceeds are adequate for such purpose, the Premises shall be restored or rebuilt in accordance with plans and specifications to be submitted to and approved by the Mortgagee. In the event the Condemnation Proceeds are made available for rebuilding or restoration, the Condemnation Proceeds shall be disbursed in the manner and under the conditions that the Mortgagee may require and paid out in the same manner as provided in Section 2.5 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. In such event, if the estimated cost to complete rebuilding or restoration exceeds the Condemnation Proceeds, Mortgagor immediately shall, on written demand of the Mortgagee, deposit with the Mortgagee in cash the amount of such excess cost. Any surplus which may remain (exclusive of funds provided directly by Mortgagor, which shall be refunded to Mortgagor) after payment of such cost of building or restoration shall, at the option of the Mortgagee, be applied on account of the Liabilities or be paid to any party entitled thereto, without interest.

2.12. Mortgagee's Right of Inspection. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

2.13. Continuing Priority. The Mortgagor will: pay such fees, taxes and charges, execute and file (at the Mortgagor's expense) such financing statements, obtain such acknowledgments or consents, notify such obligors or providers of services and materials and do all such other acts and things as the Mortgagee may from time to time request to establish and maintain a valid and perfected first and prior lien on and security interest in the Collateral and to provide for payment to the Mortgagee directly of all cash proceeds thereof, with the Mortgagee in possession of the Collateral to the extent it requests; maintain its executive office and principal place of business at all times at the address shown above; keep all of its books and records relating to the Collateral on the Premises or at such address; keep all tangible Collateral on the Real Estate except as the Mortgagee may otherwise consent in writing; make notations on its books and records sufficient to enable the Mortgagee, as well as third parties, to determine the interest of the Mortgagee hereunder; and not collect any Rents or the proceeds of any of the Leases or Intangibles more than thirty (30) days before the same shall be due and payable except as the Mortgagee may otherwise consent in writing.

2.14. Utilities. The Mortgagor will pay all utility charges incurred in connection with the Collateral and maintain all utility services available for use at the Premises.

2.15. Contract Maintenance; Other Agreements; Leases.

(a) The Mortgagor will, for the benefit of the Mortgagee, fully and promptly keep, observe, perform and satisfy each obligation, condition, covenant, and restriction of the Mortgagor affecting the Premises or imposed on it under any agreement between Mortgagor and a third party relating to the Collateral or the Liabilities secured hereby, including, without limitation, the Leases, the Contracts for Sale, the Contracts for

Construction and the Intangibles (collectively, the "Third Party Agreements"), so that there will be no default thereunder and so that the Persons (other than the Mortgagor) obligated thereon shall be and remain at all times obligated to perform for the benefit of the Mortgagee; and the Mortgagor will not permit to exist any condition, event or fact which could allow or serve as a basis or justification for any such Person to avoid such performance. Without the prior written consent of the Mortgagee, the Mortgagor shall not (i) make or permit any termination or amendment of the rights of the Mortgagor under any Third Party Agreement; (ii) collect rents or the proceeds of any Leases or Intangibles more than thirty (30) days before the same shall be due and payable; (iii) modify or amend any Leases, cancel or terminate the same or accept a surrender of the leased premises; (iv) consent to the assignment or subletting of the whole or any portion of any lessee's interest under any Lease, or grant any options to renew; or (v) in any other manner impair Mortgagee's rights and interest with respect to the Rents. The Mortgagor will (i) furnish Mortgagee, within ten (10) days after a request by Mortgagee to do so, a written statement containing the names of all lessees, terms of all Leases, including the spaces occupied and the rentals payable thereunder; (ii) exercise within five (5) days of any demand therefor by Mortgagee any right to request from the lessee under any Lease a certificate with respect to the status thereof; or (iii) not permit any Lease to become subordinate to any lien on the Premises without the prior written consent of Mortgagee and will include in each Lease a provision whereby the tenant thereunder covenants that it will not subordinate its leasehold interest therein to any lien on the Premises without the prior written consent of Mortgagee. The Mortgagor shall promptly deliver to the Mortgagee copies of any demands or notices of default received by the Mortgagor in connection with any Third Party Agreement and allow the Mortgagee the right, but not the obligation, to cure any such default. All security or other deposits, if any, received from tenants under the Leases shall, to the extent required by applicable law or the Related Documents, be segregated and maintained in an account satisfactory to the Mortgagee and in compliance with the law of the state where the Premises are located and with an institution satisfactory to the Mortgagee.

(b) Nothing in this Mortgage or in any of the other Related Documents shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of Mortgagor as landlord under any of the Leases assigned to Mortgagee or to pay any sum of money or damages therein provided to be paid by the landlord, each and all of which covenants and payments Mortgagor agrees to perform and pay. Unless waived by Mortgagee, each of the Leases shall have a subordination provision in form and substance reasonably satisfactory to Mortgagee, subordinating the interest of the tenants under the Leases to this Mortgage, and all renewals, modifications, consolidations, replacements and extensions hereof and shall have attornment and noncancellation clauses in form and substance reasonably satisfactory to Mortgagee. Until all of the Liabilities and other sums secured by this Mortgage are paid in full, Mortgagee reserves the right to require that any Lease be made either superior to or inferior to the lien of this Mortgage.

(c) In the event of the enforcement by Mortgagee of the remedies provided for by law or by this Mortgage, the lessee under each Lease shall attorn to any person succeeding to the interest of Mortgagor as a result of such enforcement and shall

recognize such successor in interest as landlord under such Lease without change in the terms or other provisions thereof; provided, however, that said successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance, and shall not be bound by any amendment or modification to any Lease made without the consent of Mortgagee or said successor in interest. Each lessee, upon request by said successor in interest, shall execute and deliver an instrument or instruments confirming such attornment.

2.16. Notify the Mortgagee of Default. The Mortgagor shall notify the Mortgagee in writing forthwith upon learning of the occurrence of any Default hereunder, which notice shall describe such Default and the steps being taken by the Mortgagor with respect thereto.

2.17. Restrictions on Transfers; Assignments; Future Leases.

(a) The Mortgagor shall not, without first obtaining the express written consent of Mortgagee:

(i) create, effect or consent to or suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Premises or any part thereof, or interest therein; or

(ii) create, effect or consent to, or suffer or permit, any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of all or any portion of the beneficial interest in, or power of direction over, the Trust;

in each case whether any such conveyance, sale, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, that the foregoing provisions of this Section 2.17(a) shall not apply (A) to the lien of this Mortgage or any lien created pursuant to the other Related Documents or (B) to the lien of current taxes and assessments not yet due and payable.

(b) The Mortgagor shall not cause or permit any Rents, Leases, Contracts for Sale or other contracts relating to the Premises to be assigned, transferred, conveyed, pledged or disposed of to any party other than the Mortgagee without first obtaining the express written consent of the Mortgagee to any such assignment or permit any such assignment to occur by operation of law.

(c) The Mortgagor shall not cause or permit all or any portion of or interest in the Premises or the Improvements to be leased (that word having the same meaning for purposes hereof as it does in the law of landlord and tenant) directly or indirectly to any Person, except with the prior written consent of the Mortgagee and, if granted, under Leases approved in writing by the Mortgagee.

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2.18. Assignment of Leases and Rents and Collections.

(a) All of the Mortgagor's interest in and rights under the Leases now existing or hereafter entered into, and all of the Rents, whether now due, past due, or to become due, and including all prepaid rents and security deposits, and all other amounts due with respect to any of the other Collateral, are hereby absolutely, presently and unconditionally assigned and conveyed to the Mortgagee to be applied by the Mortgagee in payment of the Liabilities and all other sums payable under this Mortgage. Prior to the occurrence of any monetary Default, the Mortgagor shall have a license to collect and receive all Rents and other amounts, which license shall be terminated at the sole option of the Mortgagee, without regard to the adequacy of its security hereunder and without notice to or demand upon the Mortgagor, upon the occurrence of any Default. It is understood and agreed that neither the foregoing assignment to the Mortgagee nor the exercise by the Mortgagee of any of its rights or remedies under Article II hereof shall be deemed to make the Mortgagee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Collateral or the use, occupancy, enjoyment or any portion thereof, unless and until the Mortgagee, in person or by agent, assumes actual possession thereof. Nor shall appointment of a receiver for the Collateral by any court at the request of the Mortgagee or by agreement with the Mortgagor, or the entering into possession of any part of the Collateral by such receiver, be deemed to make the Mortgagee a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Collateral or the use, occupancy, enjoyment or operation of all or any portion thereof. Upon the occurrence of any Default, this shall constitute a direction to and full authority to each lessee under any Leases, each Borrower of any of the Leases and any other Person obligated under any of the Collateral to pay all Rents and other amounts to the Mortgagee without proof of the Default relied upon. The Mortgagor hereby irrevocably authorizes each such Person to rely upon and comply with any notice or demand by the Mortgagee for the payment to the Mortgagee of any Rents and other amounts due or to become due.

(b) The Mortgagor shall apply the Rents and other amounts to the payment of all necessary and reasonable operating costs and expenses of the Collateral, debt service on the Liabilities and otherwise in compliance with the provisions of this Mortgage.

(c) The Mortgagor shall at all times fully perform the obligations of the lessor under all Leases. The Mortgagor shall at any time or from time to time, upon request of the Mortgagee, transfer and assign to the Mortgagee in such form as may be satisfactory to the Mortgagee, the Mortgagor's interest in the Leases, subject to and upon the condition, however, that prior to the occurrence of any Default hereunder, the Mortgagor shall have a license to collect and receive all Rents under such Leases upon accrual, but not prior thereto, as set forth in paragraph (a) above.

(d) The Mortgagee shall have the right to assign the Mortgagee's right, title and interest in any Leases to any subsequent holder of this Mortgagee or any participating interest therein or to any Person acquiring title to all or any part of the

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Collateral through foreclosure or otherwise. Any subsequent assignee shall have all the rights and powers herein provided to the Mortgagee. Upon the occurrence of any Default, the Mortgagee shall have the right to execute new leases of any part of the Collateral, including leases that extend beyond the term of this Mortgage. The Mortgagee shall have the authority, as the Mortgagor's attorney-in-fact, such authority being coupled with an interest and irrevocable, to sign the name of the Mortgagor and to bind the Mortgagor on all papers and documents relating to the operation, leasing and maintenance of the Collateral.

2.19. Hazardous Materials. The Premises and its present use comply, and at all times shall comply, with all Federal, state and local statutes, laws, ordinances, codes, rules, regulations, orders or decrees regulating, relating to or imposing liability or standards of conduct concerning, any Hazardous Material now, or at any time hereafter, in effect, including without limitation, the Comprehensive Response, Compensation and Liability Act, the Resource Conservation and Recovery Act and any so-called "Superfund" or "Superlien" law all as amended or hereafter amended (all of the foregoing are hereinafter called the "Environmental Laws"). Neither the Mortgagor nor, to the knowledge of Mortgagor, any other Person has ever caused or permitted any Hazardous Material (hereinafter defined) to be generated or disposed of on, under or at the Premises or the Real Estate or any part thereof or any other real property legally or beneficially owned (or any interest or estate in real property which is owned) or operated by the Mortgagor (including, without limitation, any property owned by a trust the beneficial interest in which is owned in whole or in part by the Mortgagor), and to the best of Mortgagor's knowledge, no such real property has ever been used (whether by the Mortgagor or by any other Person) as (i) a dump site or permanent storage site for any Hazardous Material or (ii) a temporary storage site for Hazardous Material.

Mortgagor hereby covenants that it will not use, generate, manufacture, produce, store, release, discharge, or dispose of on, under or about the Premises or transport to or from the Premises any Hazardous Materials or allow any other person or entity to do so.

In the event that any investigation, site monitoring, containment, clean up, removal, restoration or other remedial work of any kind or nature (the "Remedial Work") is required by any of the Environmental Laws in connection with, the current or future presence, suspected presence, release or suspected release of any Hazardous Materials in or about the air, soil, ground water, surface water or soil vapor at, on, about, under or within the Premises (or any portion thereof), Mortgagor shall within thirty (30) days after written demand for performance thereof by Mortgagee (or such shorter period of time as may be required under any of the Environmental Laws), commence and thereafter diligently prosecute to completion, all the Remedial Work. The Remedial Work shall be performed by contractors approved in advance by Mortgagee, and under the supervision of a consulting engineer approved by Mortgagee. All costs and expenses of the Remedial Work shall be paid by Mortgagor including, without limitation, Mortgagee's reasonable attorneys' fees, paralegal fees and costs incurred in connection with monitoring or review of the Remedial Work. In the event Mortgagor shall fail to timely prosecute to completion the

Remedial Work, Mortgagee may, but shall not be required to, cause the Remedial Work to be performed and all costs and expenses thereof, or incurred in connection therewith, shall become part of the Liabilities.

The Mortgagor hereby indemnifies the Mortgagee and agrees to hold the Mortgagee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Mortgagee for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises or the Real Estate or any other real property owned or operated by the Mortgagor of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any of the Environmental Laws, regardless of whether or not caused by, or within the control of, the Mortgagor). This indemnity shall survive the reconveyance or release of the lien of this Mortgage, the extinguishment of the lien by foreclosure or action and reconveyance or extinguishment, or the delivery of a deed in lieu of foreclosure.

For purposes of this Mortgage, "Hazardous Material" means and includes (i) any crude oil, asbestos, PCBs or dioxins, or insulation or other material composed of or containing asbestos, PCBs or dioxins, or (ii) any hazardous, toxic or dangerous or radioactive waste, substance or material defined as such in (or for purposes of) any of the Environmental Laws.

2.20. Reserve for Taxes, Assessments and Insurance. Upon the request of Mortgagee after the occurrence of a Default, the Mortgagor covenants and agrees to pay to the Mortgagee (or as directed by Mortgagee, to a Depository) monthly until the Notes and all of the other Liabilities have been paid in full, in addition to the monthly payments of principal and interest under the terms of the Notes and concurrently therewith monthly until the Notes are fully paid, a sum equal to taxes and assessments next due upon the Premises (all as estimated by the Mortgagee) and the premiums that will next become due and payable on policies of fire, rental value and other insurance covering the Premises required under the terms of this Mortgage, divided by the number of months to elapse before one month prior to the date when such taxes, assessments and insurance premiums will become due and payable, such sums to be held by the Mortgagee or the Depository, if any, without interest accruing thereon, to pay each of the said items.

All payments described above in this Section 2.20 shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee or the Depository, if any, to the foregoing items in such order as the Mortgagee shall elect in its sole discretion.

The Mortgagor shall also pay to the Mortgagee, at least 30 days prior to the due date of any taxes, assessments or insurance premiums levied on, against or with respect to the Premises, such additional amount as may be necessary to provide the Mortgagee or the Depository, if any, with sufficient funds to pay any such tax, assessment and insurance premiums under this Section 2.20 at least 30 days in advance of the due date thereof. The

Mortgagor's failure timely to make any payments required under this Section 2.20 shall be a Default under this Mortgage.

The Mortgagee or the Depository, if any, shall, within twenty (20) days of receipt from the Mortgagor of a written request therefor together with such supporting documentation as the Mortgagee may reasonably require (including, without limitation, official tax bills or statements for insurance premiums), cause proper amounts to be withdrawn from the applicable depository account and paid directly to the appropriate tax collecting authority or insurer. Even though the Mortgagor may have made all appropriate payments to the Mortgagee or the Depository, if any, as required by this Mortgage, the Mortgagor shall nevertheless have full and sole responsibility at all times to cause all taxes, assessments and insurance premiums to be fully and timely paid, and the Mortgagee or any Depository shall have no responsibility or obligation of any kind with respect thereto except with respect to payments required to be made by the Mortgagor hereunder for which the Mortgagee or the Depository, if any, has received funds to cover such payments in full and all statements, invoices, reports or other materials necessary to make such payments, all not less than thirty (30) days prior to the deadline for any such payment. If at any time the funds so held by the Mortgagee shall be insufficient to cover the full amount of all taxes, assessments and insurance premiums then accrued (as estimated by the Mortgagee) with respect to the then-current twelve-month period, the Mortgagor shall, within ten (10) days after receipt of notice thereof from the Mortgagee or the Depository, if any, deposit with the Mortgagee or the Depository, if any, such additional funds as may be necessary to remove the deficiency. Failure to do so within such 10-day period shall be a Default hereunder and all sums hereby secured shall immediately become due and payable at the option of the Mortgagee. In the event of a Default hereunder or if the Premises are sold under foreclosure or are otherwise acquired by the Mortgagee, accumulations under this Section 2.20 may be applied to the Liabilities in such order of application as the Mortgagee may elect in its sole discretion. Any Depository hereunder shall not be liable for any act or omission performed in good faith or pursuant to the direction of any party hereto, but shall be liable only for its gross negligence or willful misconduct.

2.21. Governmental Requirements; Utilities. The Mortgagor will at all times fully comply with, and cause the Collateral and the use and condition thereof fully to comply with, all federal, state, county, municipal, local and other governmental statutes, ordinances, requirements, regulations, rules, orders and decrees of any kind whatsoever that apply or relate to the Mortgagor or the Collateral or the use thereof, and will observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits, privileges, franchises and concessions (including, without limitation, those relating to land use and development, landmark preservation, construction, access, water rights and use, noise and pollution) which are applicable to the Mortgagor or have been granted for the Collateral or the use thereof. The Mortgagor will pay all utility charges incurred in connection with the Collateral and maintain all utility services available for use at the Premises.

III. DEFAULT; REMEDIES

3.1. Defaults. Each of the following shall constitute a default ("Default") hereunder:

- (a) The occurrence of an Event of Default under the terms and provisions of the Loan Agreement; or
- (b) Non-compliance by Trustee or Borrower with, or failure by Trustee or Borrower to pay or perform, any obligation, covenant, condition or agreement contained herein or in the Loan Agreement, Notes, or in any other Related Document (other than any non-compliance or failure which constitutes a default under Section 3.1(a) or 3.1(c)) and continuance of such non-compliance or failure for three (3) days after the occurrence thereof with respect to any monetary default under this Mortgage, the Loan Agreement, Notes, or any other Related Document, or for fifteen (15) days after written notice thereof to the Mortgagor from the Mortgagee with respect to any non-monetary default under this Mortgage, the Loan Agreement, the Notes or any other Related Document; or
- (c) Any representation or warranty made by or on behalf of Mortgagor to Mortgagee contained herein shall prove to have been false or misleading as of the time such representation or warranty was made and Mortgagee notifies Mortgagor thereof in writing; or
- (d) A default by the Mortgagor occurs under the terms of any of the Leases or under any other Third Party Agreement and any such default continues for more than the applicable period of grace, if any, therein set forth; or
- (e) The occurrence of any of the following: (i) the Mortgagor, Borrower, John Apostolou ("Guarantor") or any other guarantor of the Liabilities shall file a petition seeking relief under the United States Bankruptcy Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code") or any similar law, state or Federal, whether now or hereafter existing, or any answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within forty-five (45) days, as hereinafter provided; or (ii) an order for relief shall be entered in an involuntary case against the Mortgagor, Borrower, Guarantor, or any other guarantor, or a trustee or a receiver shall be appointed for the Mortgagor, Borrower, Guarantor or any other guarantor of the Liabilities, or for all of the property of Mortgagor, Borrower, Guarantor, or any other guarantor of the Liabilities, or the major part thereof, in any involuntary proceeding, or any court shall have taken jurisdiction of the property of the Mortgagor, Borrower, Guarantor, or any other guarantor of the Liabilities, or the major part thereof, in any voluntary or involuntary proceeding for the reorganization, dissolution, liquidation or winding up of the Mortgagor, Borrower, Borrower or any other Borrower of the Liabilities, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within forty-five (45) days; or (iii) the Mortgagor, Borrower, Guarantor, or any other guarantor of the Liabilities, shall make an assignment for the benefit of

creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all or a major part of its property; or (iv) the Mortgagor, Borrower, Guarantor, or any other guarantor of the Liabilities is formally charged under a Federal or state law, for which forfeiture of the Premises is a potential penalty; or

3.2. Acceleration. Upon the occurrence of any Default, the entire indebtedness evidenced by the Loan Agreement, Notes, and all other Liabilities, together with interest thereon at the Default Rate (as defined in the Loan Agreement) shall, notwithstanding any provisions of the Loan Agreement, the Notes or the other Related Documents, at once, at the option of the Mortgagee, become immediately due and payable without demand or notice of any kind to the Mortgagor or any other Person. Further, in the event Mortgagee shall be or become entitled to, or shall, accelerate the indebtedness secured hereby, Mortgagee shall have the right, at Mortgagor's expense, to conduct an environmental audit, review and assessment of the Premises and Mortgagor hereby consents to Mortgagee and its representatives entering upon the Premises for such purpose. The scope of such environmental audit, review and assessment shall be determined by Mortgagee.

3.3. Foreclosure; Expense of Litigation. Upon the occurrence of any Default, Mortgagee shall have the right immediately to foreclose this Mortgage. In any civil action to foreclose the lien hereof, there shall be allowed and included as Liabilities in the order or judgment for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the order or judgment) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such civil actions or to evidence to bidders at any sale which may be held pursuant to such order or judgment the true condition of the title to or the value of the Collateral. All expenditures and expenses of the nature in this Section 3.3 mentioned, and such expenses and fees as may be incurred in the protection of the Collateral and 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 Loan Agreement, Notes, or the other Liabilities, including probate, bankruptcy and appellate proceedings, or in preparation for the commencement or defense of any proceeding of threatened civil actions or proceeding shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate, and shall be secured by this Mortgage.

3.4. Application of Proceeds of Foreclosure Sale. 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 Section 3.3 hereof; second, all other items which may under the terms hereof constitute Liabilities other than the Liabilities evidenced by the Loan Agreement, Notes, with interest thereon as herein provided; third, all principal

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and interest remaining unpaid on the Notes; and fourth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.

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

3.6. Mortgagee's Right of Possession in Case of Default. In any case in which under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, whether before or after the Liabilities secured hereby are declared to be immediately due, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the Premises or any part thereof personally, or by its agents or attorneys, as for condition broken. In such event Mortgagee in its discretion may, in accordance with law, enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts of Mortgagor or then owner of the Premises relating thereto, and may exclude Mortgagor, its agents or servants, wholly therefrom and may as attorney in fact or agent of Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power to: (a) cancel or terminate any Lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same; (b) elect to disaffirm any Lease or sublease which is then subordinate to the lien hereof; (c) extend or modify any Leases and to make new Leases, which extensions, modifications and new Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire,

beyond the maturity date of Liabilities and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from a foreclosure of this Mortgage, discharge of the Liabilities, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (d) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises as Mortgagee may deem appropriate; (e) insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; and (f) receive all of such Rents and proceeds, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without prior notice to Mortgagor.

3.7. Application of Income Received by Mortgagee. Mortgagee, in the exercise of the rights and powers conferred herein, shall have full power to use and apply the Rents and proceeds of the Premises to the payment of or on account of the following, in such order as Mortgagee may reasonably determine:

(a) to the payment of the operating expenses of the Premises, including the cost to manage and lease the Premises (which shall include appropriate compensation to Mortgagee and its agent or agents, if management be delegated to an agent or agents), establishing claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises;

(c) to the payment of all repairs, replacements, alterations, additions, betterments, and improvements of the Premises and of placing the Premises in such condition as will, in the judgment of Mortgagee, make it readily marketable and rentable; and

(d) to the payment of any of the Liabilities or any deficiency which may result from any foreclosure sale.

3.8. Performance of Third Party Agreements. The Mortgagee may, in its sole discretion at any time after the occurrence of a Default (or prior thereto if so provided elsewhere in this Mortgage), notify any Person obligated to the Mortgagor under or with respect to any Third Party Agreements of the existence of a Default, require that performance be made directly to the Mortgagee at the Mortgagor's expense, advance such sums as are necessary or appropriate to satisfy the Mortgagor's obligations thereunder and exercise, on behalf of the Mortgagor, any and all rights of the Mortgagor under the Third Party Agreements as the Mortgagee, in its sole discretion, deems necessary or appropriate;

and the Mortgagor agrees to cooperate with the Mortgagee in all ways reasonably requested by the Mortgagee (including the giving of any notices requested by, or joining in any notices given by, the Mortgagee) to accomplish the foregoing.

3.9. Relief from Automatic Stay. Mortgagor hereby agrees that, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, including the forbearance of Mortgagee from exercising its rights and remedies otherwise available to it under the Loan Agreement, Notes, this Mortgage and the other Related Documents, the receipt and sufficiency of which are hereby acknowledged, in the event Mortgagor, Borrower or Borrower shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under the Bankruptcy Code, (ii) be the subject of any order for relief issued under the Bankruptcy Code, (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (iv) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, or (v) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, then, subject to court approval, Mortgagee shall thereupon be entitled and Mortgagor irrevocably consents to relief from any automatic stay imposed by Section 362 of the Bankruptcy Code, or otherwise, on or against the exercise of the rights and remedies otherwise available to Mortgagee as provided in the Loan Agreement, Notes, this Mortgage and the other Related Documents and as otherwise provided by law, and Mortgagor hereby irrevocably waives its right to object to such relief.

3.10. Rights Cumulative. No right, power or remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other right, power or remedy, and each right, power and remedy herein conferred upon the Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of the Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Default or acquiescence therein.

IV. GENERAL

4.1. Release upon Payment and Discharge of Mortgagor's Obligations. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and

discharge of the Liabilities and upon payment of any reasonable fees and expenses of Mortgagee for the execution of such release.

4.2. Giving of Notice. Any notice, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to be given if and when personally delivered, or on the second business day after being deposited in the United States registered or certified mail, postage prepaid, and (i) if to the Borrower, addressed to it at the address shown above; (ii) if to the Land Trustee, addressed to it at its address shown above; and (iii) if to the Mortgagee, addressed to it at its address shown above, or at such other place as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder.

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

4.4. Waiver of Statutory Rights. Mortgagor shall not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself, and all who may claim through or under it, waives any and all right to have the property and estates comprising the Collateral marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Collateral sold as an entirety. Mortgagor does hereby expressly waive any and all rights of redemption from any order, judgment or decree of foreclosure of this Mortgage on behalf of Mortgagor and each and every person acquiring any interest in or title to the Collateral subsequent to the date of this Mortgage. Mortgagor does hereby further expressly waive, to the extent now or hereafter permitted by law, all rights of reinstatement of this Mortgage pursuant to Section 1602 of the Illinois Mortgage Foreclosure Law, 735ILCS 5/15 1101 et seq. (the "Act").

4.5. Compliance with Illinois Mortgage Foreclosure Law. In the event that any provision of this Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon any Default by the Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 1510 or 1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in Section 2.6 of this Mortgage, shall be added to the Liabilities secured by this Mortgage or by the judgment of foreclosure.

4.6. Security Agreement; Fixture Filing. In the event of a Default under this Mortgage, the Mortgagee, pursuant to the appropriate provisions of the UCC, shall have the option of proceeding as to both real property and personal property in accordance with its rights and remedies with respect to the real property, in which event the default provisions of the UCC shall not apply. The parties agree that, in the event the Mortgagee shall elect to proceed with respect to the personal property Collateral securing the Liabilities separately from the real property, ten (10) days notice of the sale of the personal property Collateral shall be reasonable notice. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by the Mortgagee shall include, but not be limited to, reasonable attorneys' fees and legal expenses incurred by Mortgagee. The Mortgagor agrees that, without the written consent of the Mortgagee, the Mortgagor will not remove or permit to be removed from the Premises any of the Goods or other personal property or fixtures securing the Liabilities except that so long as no Default has occurred and is continuing, Mortgagor shall be permitted to sell or otherwise dispose of such property when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Premises, upon replacing the same or substituting for the same other property at least equal in value to the initial value to that disposed of and in such a manner so that said other property shall be subject to the security interest created hereby and so that the security interest of the Mortgagee shall always be perfected and first in priority, it being expressly understood and agreed that all replacements, substitutions and additions to the property securing the Liabilities shall be and become immediately subject to the security interest of this Mortgage and covered hereby. The Mortgagor shall, from time to time, on request of the Mortgagee, deliver to the Mortgagee in reasonable detail an inventory of the Goods and other personal property securing the Liabilities. The Mortgagor covenants and represents that the Goods and all other personal property securing the Liabilities now are, and that all replacements thereof, substitutions thereof or additions thereto, unless the Mortgagee otherwise consents, will be free and clear of liens, encumbrances or security interest of others.

4.7. Filing and Recording Fees. Mortgagor will pay all filing, registration or recording fees, and all expenses incident to the execution and acknowledgment of this Mortgage and all Federal, state, county, and municipal taxes, and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Loan Agreement, Notes, this Mortgage and any other Related Documents.

4.8. No Liability on Mortgagee. Notwithstanding anything contained herein, the Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of the Mortgagor, whether hereunder, under any of the Third Party Agreements or otherwise, and the Mortgagor shall and does hereby agree to indemnify against and hold the Mortgagee harmless of and from: any and all liabilities, losses or damages which the Mortgagee may incur or pay under or with respect to any of the Collateral or under or by reason of its exercise of rights hereunder; and any and all claims and demands whatsoever which may be asserted against the Mortgagee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Collateral or in any of the

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contracts, documents or instruments evidencing or creating any of the Collateral. The Mortgagee shall not have responsibility for the control, care, management or repair of the Premises or be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss, injury or death to any lessee, licensee, employee, stranger or other Person. No liability shall be enforced or asserted against the Mortgagee in its exercise of the powers granted to it under this Mortgage, and the Mortgagor expressly waives and releases any such liability. Should the Mortgagee incur any such liability, loss or damage under any of the Third Party Agreements or under or by reason hereof, or in the defense of any claims or demands, the Mortgagor agrees to reimburse the Mortgagee immediately upon demand for the full amount thereof, including costs, expenses and attorneys' fees.

4.9. Successors. This Mortgage, and all provisions hereof, shall extend to and be binding upon Mortgagor and its successors, grantees and assigns, any subsequent owner or owners of the Premises and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed this Mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein, and the holder or holders, from time to time, of the Liabilities secured hereby.

4.10. Severability. In the event one or more of the provisions contained in this Mortgage or the Notes secured hereby or any other Related Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provision of this Mortgage, and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

4.11. No Offset. No offset or claim that Mortgagor now has or may have in the future against Mortgagee shall relieve Mortgagor from paying any amounts due under the Notes secured hereby or from performing any other obligations contained herein or secured hereby.

4.12. No Reliance by Others on the Premises. Mortgagor shall not by act or omission permit any building or other improvement on the Premises not subject to the lien of this Mortgage to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises or any interest therein to be used. Similarly, no building or other improvement on the Premises shall rely on any premises not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Mortgagor shall not by act or omission impair the integrity of the Premises as zoned. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this Section 4.12 shall be void.

4.13. No Merger. It being the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Premises, it is hereby understood and agreed that should the Mortgagee acquire any additional or other interests in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by the Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

4.14. Mortgagee Not a Joint Venturer or Partner. The Mortgagor and the Mortgagee acknowledge and agree that in no event shall the Mortgagee be deemed to be a partner or joint venturer with the Trust and the Borrower or with either of them. Without limitation of the foregoing, the Mortgagee shall not be deemed to be such a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document evidencing or securing any of the Liabilities secured hereby, or otherwise.

4.15. The Loan Agreement, Notes and other Related Documents.

(a) The Mortgagor covenants that it will timely and fully perform and satisfy all the terms, covenants and conditions of this Mortgage, the Loan Agreement, Notes, and all of the other Related Documents.

4.16. No Property Manager's Lien. Any property management agreement for or relating to all or any part of the Premises, whether now in effect or entered into hereafter by the Trust or the Borrower or any agent of either of them, with a property manager shall contain a "no lien" provision whereby the property manager forever and unconditionally waives and releases any and all mechanics' lien rights and claims that it or anyone claiming through or under it may have at any time pursuant to any statute or law. Such property management agreement or a short form thereof including such waiver shall, at the Mortgagee's request, be recorded with the Office of the Recorder of Deeds for the county in which the Premises are located. In addition, the Mortgagor shall cause the property manager to enter into a subordination agreement with the Mortgagee, in recordable form, whereby the property manager subordinates its present and future lien rights and those of any party claiming by, through or under it, to the lien of this Mortgage. The Mortgagor's failure to cause any of the foregoing to occur shall constitute a Default under this Mortgage.

4.17. Governing Law. The creation of the Mortgage, the perfection of the lien or security interest in the Premises, and the rights and remedies of Mortgagee with respect to the Premises, as provided herein and by the laws of the State in which the Premises are located, shall be governed by and construed in accordance with the internal laws of the state in which the Premises are located without regard to principles of conflicts of laws. Otherwise, the Loan Agreement, Notes, the other Related Documents, and all other obligations of Mortgagor shall be governed by and construed in accordance with the

internal laws of the State of Illinois without regard to principles of conflicts of law, such state being the state where such documents were delivered and accepted.

4.18. Miscellaneous.

(a) The Borrower represents that the proceeds of the Loans will not be used for the purchase of registered equity securities within the purview of Regulation G issued by the Board of Governors of the Federal Reserve System.

(b) Mortgagor on written request of the Mortgagee will furnish a signed statement of the amount of the Liabilities and whether or not any Default then exists hereunder and specifying the nature of such Default or Defaults.

(c) Mortgagee shall have the right at its option to foreclose this Mortgage subject to the rights of any tenant or tenants under the Leases and the failure to make any such tenant or tenants a party defendant to any such civil action or to foreclose their rights will not be asserted by the Mortgagor as a defense in any civil action instituted to collect the Liabilities, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Collateral, any statute or rule of law at any time existing to the contrary notwithstanding.

(d) At the option of the Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all of the Leases upon the execution by Mortgagee and recording or registering thereof, at any time hereafter, in the office wherein this Mortgage was recorded or registered, of a unilateral declaration to that effect.

(e) Borrower represents and warrants that (i) the proceeds of the Loans secured by this Mortgage will be used for the purposes specified in 615 ILCS 205/4(c), and that the principal obligation secured hereby constitutes a "business loan" within the purview of said paragraph, and (ii) the Loans are loans secured by a mortgage on real estate which comes within the purview of Section 4(1)(l) of said paragraph.

(f) Mortgagor represents and warrants, that if the disclosure requirements of the Illinois Responsible Property Transfer Act ("RPTA") apply to the loan transaction contemplated by this Mortgage, Mortgagor agrees to comply with RPTA and to timely execute and deliver to Mortgagee such disclosure documents as may be required by RPTA. Mortgagor agrees to place of record simultaneously with the recording of this Mortgage, any disclosure statement furnished to Mortgagee pursuant to this paragraph and also file simultaneously therewith a true and correct copy of said disclosure statement with the Illinois Environmental Protection Agency.

4.19. WAIVER OF JURY TRIAL. MORTGAGOR (i) WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION TO ENFORCE OR DEFEND ANY

MATTER ARISING FROM OR RELATED TO THIS MORTGAGE, THE LOAN AGREEMENT, NOTES, OR ANY OF THE OTHER RELATED DOCUMENTS; (ii) IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN COOK COUNTY, ILLINOIS, OVER ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY MATTER ARISING FROM OR RELATED TO THIS MORTGAGE, THE LOAN AGREEMENT, NOTES, OR ANY OF THE OTHER RELATED DOCUMENTS; (iii) IRREVOCABLY WAIVES, TO THE FULLEST EXTENT MORTGAGOR MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING; (iv) AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW; AND (v) AGREES NOT TO INSTITUTE ANY LEGAL ACTION OR PROCEEDING AGAINST MORTGAGEE OR ANY OF MORTGAGEE'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR PROPERTY, CONCERNING ANY MATTER ARISING OUT OF OR RELATING TO THIS MORTGAGE, THE LOAN AGREEMENT, NOTES, OR ANY OF THE OTHER RELATED DOCUMENTS IN ANY COURT OTHER THAN ONE LOCATED IN COOK COUNTY, ILLINOIS. MORTGAGOR WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY MATTER ARISING FROM OR RELATED TO THIS MORTGAGE, THE LOAN AGREEMENT, NOTES, OR ANY OF THE OTHER RELATED DOCUMENTS, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO MORTGAGOR AT THE ADDRESS OF MORTGAGOR SET FORTH ABOVE. SHOULD MORTGAGOR FAIL TO APPEAR OR ANSWER ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THIRTY (30) DAYS AFTER THE MAILING THEREOF, IT SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED AGAINST IT AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. NOTHING IN THIS SECTION 4.19 SHALL AFFECT OR IMPAIR MORTGAGEE'S RIGHT TO SERVE LEGAL PROCESS IN ANY MANNER PERMITTED BY LAW OR BENEFICIARY'S RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST MORTGAGOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION.

4.20. Land Trustee: Exculpation and Authority.

(a) This Mortgage is executed by the Trust not individually or personally, but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the Trust personally to pay the Notes or any interest that may accrue thereon or any of the indebtedness arising or accruing under or pursuant hereto or to the Loan Agreement or the

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Notes, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained herein or in the Loan Agreement or the Notes, all such personal liability of the Land Trustee, if any, being expressly waived by the Mortgagee and by each and every person now or hereafter claiming any right or security under this Mortgage; provided, however, that nothing herein contained shall in any way limit the liability of the Borrower or of any other Borrower or other obligor (not including the Land Trustee) hereunder or under the Notes or the other Related Documents.

(b) The Trust hereby warrants that it possesses full power and authority to execute and deliver this instrument.

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WITNESS the respective hands and seals of the Trust and the Borrower at Chicago, Illinois, on the day and year first above written, pursuant to proper authority duly granted.

LaSalle Bank National Association ~~formerly~~
known as

LASALLE BANK, N.A., SUCCESSOR
TRUSTEE TO LASALLE NATIONAL
BANK

not personally but as Trustee under Trust
Agreement dated December 22, 2000, and
known as Trust No. 000000-127064

By: George M. C. Louyris
Title: Asst. Vice President

Attest: ~~Attestation not required by~~
~~LaSalle Bank National Association~~
~~Bylaws~~

Secretary

RANDOLPH PARTNERS, L.P.

By: Illinois Management Company, Inc.,
its general partner

By: John Apantolou
Title: President

Land Trustee Acknowledgment

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT George M. C. [unclear] personally known to me to be the ASST. Vice President of LASALLE BANK, N.A., a national banking association, as Trustee as aforesaid and _____ personally known to me to be the _____ Secretary of said national banking association, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such ASST Vice President and _____ Secretary of said national banking association, they signed and delivered the said instrument pursuant to proper authority duly given by the Board of Directors of said national banking association Trustee as aforesaid, as their free and voluntary act and as the free and voluntary act and deed of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4th day of January, 2001.

[Signature]
Notary Public

My Commission expires:

6-21-03



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Borrower Acknowledgment

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, REGINA E. GHOLSTON, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT John Apostolou, personally known to me to be the _____ President of ILLINOIS MANAGEMENT COMPANY, INC., as general partner of RANDOLPH PARTNERS, L.P., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ President he signed and delivered the said instrument pursuant to proper authority, as the free and voluntary act and deed of said corporation, as general partner, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4th day of January, 2001.

Regina E. Gholston
Notary Public

My Commission expires:

.....
"OFFICIAL SEAL"
REGINA E. GHOLSTON
Notary Public, State of Illinois
My Commission Expires 9/29/04
.....

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Exhibit A

10021018

THE LAND

LOTS 1 THROUGH 4, BOTH INCLUSIVE, IN OGDEN'S SUBDIVISION OF BLOCK 52 IN KINZIE'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 740 N. Rush Street, Chicago, Illinois

P.I.N Nos.: 17-10-101-013-0000

Property of Cook County Clerk's Office