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2000-03-17 16:07:39
Cook County Recorder 151.00

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**AMENDED AND RESTATED MORTGAGE,
SECURITY AGREEMENT AND FINANCING
STATEMENT**

THIS AMENDED and RESTATED MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (the "Mortgage") is made as of ^{March} February 16, 2000 by and between LASALLE BANK NATIONAL ASSOCIATION, a national banking association, not personally but as Trustee under Trust Agreement dated November 3, 1994 and known as Trust No. 119188 (the "Trustee"), whose mailing address is 135 S. LaSalle Street, Chicago, Illinois 60603; CHRISTIANA INDUSTRIES, L.L.C., a Delaware Limited Liability Company with its chief executive offices at 6500 North Clark Street, Chicago, Illinois, ("Christiana") and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Mortgagee"), whose mailing address is 135 S. LaSalle Street, Chicago, Illinois 60603 in its personal capacity. (Trustee and Christiana are hereinafter collectively called the "Mortgagor" in the singular tense.) Christiana owns one hundred percent (100%) of the beneficial interest under said Trust Agreement, but has no legal title to the Premises hereinafter described. The obligations and liabilities of the Trustee and Christiana hereunder shall in all events be joint and several.

WITNESSETH:

This Amended and Restated Mortgage, Security Agreement and Financing Statement amends and restates in its entirety the Mortgage, Security Agreement and Financing Statement, made as of November 30, 1994, by and between LaSalle National Trust, N.A. (now known as "LaSalle Bank National Association", a national banking association), not personally, but as Trustee under Trust Agreement, dated November 3, 1994 and known as Trust No. 119188, Christiana Industries, L.L.C. and LaSalle National Bank (now known as "LaSalle Bank National Association").

WHEREAS the Mortgagor is justly indebted to the Mortgagee in the principal sum of FIVE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$5,800,000.00) (the "Loan") pursuant to the terms of a certain Amended and Restated Loan and Security Agreement, dated as of ^{March} February 16, 2000, between Mortgagee, Mortgagor and Christiana (the "Loan

February 3, 2000

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Agreement”) evidenced by three notes, the first an Amended and Restated Revolving Note of the Mortgagor of even date herewith (the “Revolving Note”) in the principal amount of \$2,500,000, the second, an Amended and Restated Term Note of the Mortgagor of even date herewith (“Term Note A”) in the principal amount of \$2,700,000, and an Amended and Restated Term Note of the Mortgagor of even date herewith (“Term Note A”) in the principal amount of \$600,000 (the Revolving Note and the Term Notes are from time to time collectively referred to as the “Notes”) , whereby the Mortgagor promises to pay the said principal sum, late charges and interest and other obligations (collectively, the “Indebtedness”) at the rate or rates and in installments, all as provided in the Notes, the terms of which are hereby incorporated herein by this reference. The final payment of principal and interest, if not sooner paid, shall be due on the maturity dates as set forth in the Notes. All such payments on account of the Indebtedness secured hereby shall be applied first to fees, expenses, costs and other similar amounts then due and payable to Lender, including, without limitation any prepayment premium or late charges due hereunder; second, to accrued and unpaid interest on the unpaid principal balance of the Notes; third, to the payment of principal due in the month in which the payment or prepayment is made; fourth, to any outstanding escrows held by Mortgagee; fifth, to all other amounts then due Mortgagee hereunder or under and of the Loan Documents as defined the Loan Agreement; and last, to the unpaid principal balance of the Notes in the inverse order of maturity, all of said principal and interest being made payable at LaSalle Bank National Association or such place as the holder of the Notes may from time to time in writing appoint.

NOW THEREFORE, the Mortgagor, to secure the payment of said principal sum of money and said interest and late charges and prepayment premiums in accordance with the terms, provisions and limitations of this Mortgage, the Loan Agreement and of the Notes, and the performance and the covenants and agreements herein contained by the Mortgagor to be performed, and also in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents MORTGAGE, GRANT, REMISE, RELEASE, ALIEN AND CONVEY unto the Mortgagee and its successors and assigns, the following described parcels of real estate and all of its present and hereafter-acquired estate, right, title and interest therein, situated, lying and being in the County of Cook and State of Illinois to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO
AND MADE A PART HEREOF AS EXHIBIT “A”

which, with the property hereinafter described, is collectively referred to herein as the “Premises”;

TOGETHER with all improvements, tenements, reversions, remainders, easements, fixtures and appurtenances now or hereafter thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) ; all tenant security deposits, utility deposits and insurance premium rebates to which Mortgagor may be entitled or which Mortgagor may be holding; and all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, refrigerators, curtain fixtures, partitions and attached floor covering now or

hereafter therein or thereon, and all fixtures, apparatus, equipment and articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation (whether single units or centrally controlled) including (without restricting the foregoing): all fixtures, apparatus, equipment and articles (other than trade fixtures used in the operation of a business and other than inventories held for sale) which relate to the use, occupancy, and enjoyment of the Premises, it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and 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 the maximum extent permitted by law) to form part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be, for the purposes of this Mortgage, deemed to be real estate and conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the Premises unto the Mortgagee and its successor and assigns forever, for the purposes and uses herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

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

1.1 Mortgagor shall: (a) promptly repair, restore or rebuild any buildings and other improvements now or hereafter on the Premises which may become damaged or destroyed to substantially the same character as prior to such damage or destruction, without regard to the availability or adequacy of any casualty insurance proceeds or eminent domain awards; (b) keep the Premises constantly in good condition and repair, without waste; (c) keep the Premises free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof (collectively called "Liens"), subject, however, to the rights of Mortgagor set forth in Paragraph 1.2 hereof; (d) immediately pay when due any indebtedness which may be secured by a lien or charge on the Premises on a parity with or superior to the lien hereof (no such lien being permitted hereunder), and upon request exhibit satisfactory evidence of the discharge of such lien to Mortgagee; (e) complete within a reasonable time any building(s) or other improvement(s) now or at any time in process of erection upon the Premises; (f) comply with federal, state and local requirements of law, regulations, ordinances, orders and judgments and all covenants, easements and restrictions of record with respect to the Premises and the use thereof; (g) make no alterations in an amount in excess of the sum of \$50,000.00 in or to the Premises without Mortgagee's prior written consent; (h) suffer or permit no change in the general nature of the occupancy of the Premises without Mortgagee's prior written consent; (i) observe and comply with all conditions and requirements (if any) necessary to preserve and extend all rights, easements, licenses, permits (including without limitation zoning variations and any non-conforming uses and structures), privileges, franchises and concessions applicable to the Premises or contracted for in connection with any present or future use of the Premises; (j) not commence any excavation, construction, earth work, or site work without Mortgagee's prior written consent; and (k) pay each item of Indebtedness

secured by this Mortgage when due according to the terms hereof and of the Notes. As used in this Paragraph 1 and elsewhere in this Mortgage, the term "Indebtedness" means and includes the unpaid principal sum evidenced by the Loan Agreement and the Notes, together with all interest, additional interest, late charges, and all other sums at any time secured by this Mortgage. With respect to Mortgagor's covenant to repair, restore or rebuild as set forth in subparagraph (a) above, Mortgagee agrees that casualty insurance proceeds shall be made available to rebuild the Premises in the event (i) the insurance proceeds are sufficient to completely rebuild the Premises, or the Mortgagor provides the necessary additional proceeds, within forty-five (45) days of the issuance of the proceeds to completely rebuild the Premises and (ii) the Premises are reconstructed in accordance with Plans and Specifications reasonably approved by Mortgagee and pursuant to such disbursement procedures as are reasonably required by Mortgagee.

Right to Contest.

1.2. Anything in this Mortgage to the contrary notwithstanding, Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any Lien not expressly subordinated to the lien hereof, and defer payment and discharge thereof during the pending of such contest, provided: (i) that such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such Lien; (ii) within ten (10) days after Mortgagor has been notified of the assertion of such Lien, Mortgagor shall have notified Mortgagee in writing of Mortgagor's intention to contest such Lien; and (iii) that Mortgagor shall have deposited with Mortgagee at such place as Mortgagee may from time to time in writing appoint, a sum of money which shall be sufficient in the judgment of Mortgagee to pay in full such Lien and all interest which might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional interest whenever, in the judgment of Mortgagee, such increase is advisable; or in the alternative bond over such lien(s) with Chicago Title Insurance Company. Such deposits are to be held without any allowance of interest. If Mortgagor shall fail to prosecute such contest with reasonable diligence or shall fail to pay the amount of the Lien plus any interest finally determined to be due upon the conclusion of such contest or shall fail to maintain sufficient funds on deposit as hereinabove provided, Mortgagee may, at its option, apply the money so deposited in payment of or on account of such Lien, or that part thereof then unpaid, together with all interest thereon. If the amount of money so deposited shall be insufficient for the payment in full of such Lien, together with all interest thereon, Mortgagor shall forthwith, upon demand, deposit with Mortgagee a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full. Mortgagee shall, upon the final disposition of such contest, apply the money so deposited in full payment of such Lien or that part thereof then unpaid, together with all interest thereon (provided Mortgagor is not then in default hereunder) when so requested in writing by Mortgagor and when furnished by Mortgagor with sufficient funds to make such payment in full and with evidence satisfactory to Mortgagee of the amount of payment to be made.

Payment of Taxes.

2. Mortgagor shall pay all general taxes before any penalty or interest attaches, and shall pay special taxes, special assessments, water charges, sewer service charges, and all other charges against the Premises of any nature whatsoever when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor within thirty (30) days following the date of payment. Mortgagor shall pay in full "under protest" any tax or assessment which Mortgagor may desire to contest, in the manner provided by law.

Tax and Insurance Deposits.

3.1 If Mortgagee shall so require, Mortgagor shall deposit with the Mortgagee or such depository ("Depository") as the Mortgagee may from time to time in writing appoint, commencing on the date of disbursement of the proceeds of the loan secured hereby and on the first day of each month following the month in which said disbursement occurs, a sum equal to the amount of all real estate taxes and assessments (general and special) next due upon or for the Premises (the amount of such taxes next due to be based upon the Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed) reduced by the amount, if any, then on deposit with the Mortgagee or the Depository, divided by the number of months to elapse before one month prior to the date when such taxes and assessments will become due and payable. Such deposits are to be held without any allowance of interest to Mortgagor and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments (general or special) when the same become due and payable, the Mortgagor shall, within ten (10) days after receipt of demand therefor from the Mortgagee or Depository, deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on the subsequent deposit or deposits. Said deposits need not be kept separate and apart from any other funds of the Mortgagee or the Depository.

Notwithstanding anything in this Paragraph 3 to the contrary, if the funds so deposited are insufficient to pay any such taxes or assessments (general or special) or any installment thereof, Mortgagor will, not later than the thirtieth (30th) day prior to the last day on which the same may be paid without penalty or interest, deposit with the Mortgagee or the Depository the full amount of any such deficiency.

If any such taxes or assessments (general or special) shall be levied, charged, assessed or imposed upon or for the Premises, or any portion thereof, and if such taxes or assessments shall also be a levy, charge, assessment or imposition upon or for any other premises not encumbered by the lien of this Mortgage, then the computation of any amount to be deposited under this Paragraph 3 shall be based upon the entire amount of such taxes or assessments, and Mortgagor shall not have the right to apportion the amount of any such taxes or assessments for the purposes of such computation.

3.2 For the purpose of providing funds with which to pay premiums when due on all policies of fire and other hazard insurance covering the Premises and the Collateral (defined below), Mortgagor shall deposit (if Mortgagee shall so require) with the Mortgagee or the Depository, commencing on the date of disbursement of the proceeds of the loan secured hereby and on the first day of each month following the month in which said disbursement occurs, a sum equal to the Mortgagee's estimate of the premiums that will next become due and payable on such policies reduced by the amount, if any, then on deposit with the Mortgagee or the Depository, divided by the number of months to elapse before one (1) month prior to the date when such premiums become due and payable. No interest shall be allowed to Mortgagor on account of any deposit made hereunder and said deposit need not be kept separate and apart from any other funds of the Mortgagee or the Depository.

3.3 Notwithstanding the requirements of subparagraphs 3.1 and 3.2 above, Mortgagee shall not require monthly deposits of real estate taxes and insurance premiums so long as: (i) the Mortgage is free from default (without regard to any applicable cure period); (ii) Mortgagor shall pay all real estate taxes and any special taxes against the Premises when due and before any penalty or interest attaches, and shall furnish to Mortgagee within ten (10) days of payment a duplicate receipt for payment; and (iii) Mortgagor shall pay all premiums due under applicable policies of insurance prior to when same are due, and furnish to Mortgagee receipts for payment and endorsements for such policies within thirty (30) days following the date of payment.

Mortgagee's Interest In and Use of Tax and Insurance Deposits; Security Interest.

4. In the event of a default hereunder, the Mortgagee may, at its option but without being required so to do, apply any monies at the time on deposit pursuant to Paragraph 3.1 and 3.2 hereof on any of Mortgagor's obligations contained herein or in the Notes, in such order and manner as the Mortgagee may elect. When the Indebtedness has been fully paid, any remaining deposits shall be paid to Mortgagor. A security interest, within the meaning of the Uniform Commercial Code of the State in which the Premises are located, is hereby granted to the Mortgagee in and to all monies at any time on deposit pursuant to Paragraphs 3.1 and 3.2 hereof and such monies and all of Mortgagor's right, title and interest therein are hereby assigned to Mortgagee, all as additional security for the Indebtedness hereunder and shall, in the absence of default hereunder, be applied by the Mortgagee or Depository for the purposes for which made hereunder and shall not be subject to the direction or control of the Mortgagor; provided, however, that neither the Mortgagee nor the Depository shall be liable for any failure to apply to the payment of taxes or assessments or insurance premiums any amount so deposited unless Mortgagor, while not in default hereunder, shall have furnished Mortgagee with the bills therefor and requested Mortgagee or the Depository in writing to make application of such funds to the payment of the particular taxes or assessments or insurance premiums for payment of which they were deposited, accompanied by the bills for such taxes or assessments or insurance premiums. Neither Mortgagee nor the Depository shall be liable for any act or omission taken in good faith, but only for its gross negligence or willful misconduct.

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Insurance.

5. Mortgagor shall cause to be kept all buildings and improvements and the Collateral (defined in Paragraph 27 below) now or hereafter situated on said Premises insured against loss or damage by fire on a so-called "All Risks" (Special Perils) basis, including earthquake and flood when these risks are present in the determination of Mortgagee, and against such other hazards and without coinsurance as may be required by Mortgagee, in an amount which shall not be less than one hundred percent (100%) of the full insurable replacement cost of the Premises without deduction for foundations or footings, including without limitation of the generality of the foregoing: (a) rent loss or business interruption insurance written on a Gross Rental Income, Gross Profits or Extended Period of Indemnity form in an amount equal to one hundred percent (100%) of the projected rents or revenue with a minimum period of indemnity of twelve (12) months or greater if required by Mortgagee; and (b) earthquake, boiler and machinery, and flood insurance whenever the same is available, and in the opinion of Mortgagee, such protection is necessary. Mortgagor shall also provide general liability insurance for personal injury and death and property damage in the minimum amount of Two Million Dollars for any one occurrence. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts reasonably satisfactory to Mortgagee, with waiver of subrogation and replacement cost endorsements and a standard non-contributory mortgagee clause attached to all policies, including a provision requiring that the coverages evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagee. All insurance required hereunder shall name Mortgagee as First Mortgagee, Additional Insured and Lender's Loss Payee. Mortgagor shall deliver all original policies, including additional and renewal policies or certificates evidencing same, to Mortgagee and, in the case of insurance about to expire, shall deliver renewal policies or if acceptable to Mortgagee, in lieu thereof, certificates of insurance not less than ten (10) days prior to their respective dates of expiration.

All insurance companies must have the following rating from AM Best's Rating Guide: Policy Rating A or better and Financial Rating VII or better.

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 non-contributory 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 original policy or policies of such insurance. In the event of a foreclosure of the lien of this Mortgage, or of a transfer of title to the Premises either in lieu of foreclosure or by purchase at the foreclosure sale, all interest in all insurance policies in force shall pass to Mortgagee, transferee or purchaser, as the case may be.

Within ninety (90) days following the end of each fiscal year of Mortgagor, at the request of the Mortgagee, Mortgagor agrees to furnish evidence of replacement cost, without cost to the Mortgagee, such as are regularly and ordinarily made by insurance companies to determine the then replacement cost of the buildings and other improvements on the Premises.

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

6. In case of loss or damage by fire or other casualty, Mortgagee is authorized: (a) to settle and adjust any claim under insurance policies which insure against such risks; or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, Mortgagee is authorized to collect and receipt for any such insurance monies. Such insurance proceeds shall be made available to rebuild the Premises in the event (i) the proceeds are sufficient to completely rebuild the Premises or the Mortgagor provides the necessary additional proceeds, within 45 days of the issuance of the proceeds, to completely rebuild the Premises and (ii) the Premises are reconstructed in accordance with such Plans and Specifications as are reasonably approved by Mortgagor pursuant to such disbursement procedures as are reasonably required by Mortgagee. If in the reasonable opinion of Mortgagee such insurance proceeds are not sufficient to repair, restore or rebuild the Premises, and Mortgagor fails to deposit with Mortgagee, within 45 days of the issuance of said insurance proceeds, the cash difference between the insurance proceeds and the cost to repair, restore or rebuild, then Mortgagee may apply the insurance proceeds to the reduction of Mortgagor's indebtedness hereunder. The buildings and other improvements shall be so repaired, 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 proceeds are made available by the Mortgagee to reimburse the Mortgagor or any lessee for the cost of repair, rebuilding or restoration, any surplus, after payment of the cost of repair, rebuilding, restoration and the reasonable charges of the Disbursing Party (hereinafter defined) shall, at the option of the Mortgagee, be applied on account of the Indebtedness or paid to any party entitled thereto as the same appear on the records of the Mortgagee.

Notwithstanding the language in the preceding paragraph, in the event of a casualty loss which results in substantial damage to the Premises and the subsequent refusal of authorities of the City of Chicago to permit the rebuilding of the Premises, then the proceeds of insurance shall be paid to Mortgagee to reduce the Indebtedness. If the proceeds of insurance are not sufficient to repay the Indebtedness, the whole of the Indebtedness shall at once be immediately due and payable without notice to Mortgagor.

As used in this Paragraph 6, the term "Disbursing Party" refers to the Mortgagee and to any responsible trust company or title insurance company selected by the Mortgagee.

Stamp Tax; Effect of Changes in Laws Regarding Taxation.

7.1 If, by the laws of the United State of America or of any state or subdivision thereof having jurisdiction over the Mortgagor, any tax is due or becomes due in respect of the issuance of the Notes, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to reimburse the Mortgagee for any sums which Mortgagee may expend by reason of the imposition of any tax on the issuance of the Notes.

7.2 In the event of the enactment, after this date, of any law of the state in which the Premises are located deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the Premises, or the manner of collection of taxes so as to affect this Mortgage or the debt secured hereby or the holder thereof, then, and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee: (a) it might be unlawful to require Mortgagor to make such payment; or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law; then and in any such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the Indebtedness to be and become due and payable sixty (60) days from the giving of such notice.

Observance of Lease Assignment.

8. As additional security for the performance of the Loan Agreement, the payment of the Notes and for the faithful performance of the terms and conditions contained herein, Mortgagor has assigned to the Mortgagee all of their right, title and interest as landlords in and to the leases listed on the SCHEDULE OF LEASES attached hereto as EXHIBIT "B", if any, and all future leases of the Premises. All leases of the Premises are subject to the approval of the Mortgagee as to form, content and tenant(s).

Mortgagor will not without Mortgagee's prior written consent: (i) execute any assignment or pledge of any rents or any leases of the Premises except an assignment or pledge securing the Indebtedness; or (ii) accept any payment of an installment of rent more than thirty (30) days before the due date thereof; or (iii) make any lease of the Premises except for actual occupancy by the tenant thereunder.

Mortgagor at its sole cost and expense will: (i) at all times promptly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in all leases of the Premises, on the part of the landlord thereunder to be kept and performed; (ii) enforce or secure the performance of all of the covenants, conditions and agreements of such leases on the part of the tenants to be kept and performed, but Mortgagor shall not and Mortgagor's beneficiary or beneficiaries shall not modify, amend, cancel, terminate or accept surrender of any lease (other than a sublease or new lease in the ordinary course of business) without prior written consent of Mortgagee; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with such leases or the obligations, duties or liabilities of the landlord or of any tenants thereunder; (iv) transfer and assign or cause to be separately transferred and assigned to Mortgagee, upon written request of Mortgagee, any lease or leases of the Premises heretofore or hereafter entered into, and make, execute and deliver to Mortgagee upon demand, any and all instruments required to effectuate said assignment; (v) furnish Mortgagee, within ten (10) days after a request by Mortgagee so to do, a written statement containing the names of all tenants and the

terms of all leases of the Premises, including the space occupied and the rentals payable thereunder; and (vi) exercise within five (5) days of any demand therefor by Mortgagee any right to request from the tenant under any lease of the Premises a certificate with respect to the status thereof.

Nothing in this Mortgage or in any other documents relating to the loan secured hereby shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of any landlord under any of the leases assigned to Mortgagee or to pay any sum or 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 or cause to be performed and paid.

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 eminent domain), to any one or more leases affecting any part of the Premises, upon the execution by Mortgagee and recording or registration thereof, at any time hereafter, in the office wherein this Mortgage was registered or filed for record, of a unilateral declaration to that effect.

In the event of the enforcement by Mortgagee of any remedies provided for by law or by this Mortgage, the tenant under each lease of the Premises shall, at the option of the Mortgagee, attorn to any person succeeding to the interest of landlord 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 or any amendment or modification to any lease made without the consent of Mortgagee or said successor in interest. Each tenant, upon request by said successor in interest, shall execute and deliver an instrument or instruments confirming such attornment.

Mortgagee shall have the option to declare this Mortgage in default because of a material default of landlord in any lease of the Premises, whether or not such default is cured by Mortgagee pursuant to the right granted herein. It is covenanted and agreed that a default under any Assignment of Rents or Leases executed pursuant to this Paragraph 8, not cured within any applicable grace period, shall constitute a default hereunder, on account of which the whole of the Indebtedness secured hereby shall at once, at the option of the Mortgagee, become immediately due and payable, without notice to the Mortgagor.

Mortgagor and Lien Not Released.

9. From time to time Mortgagee may, at Mortgagee's option, without giving notice to or obtaining the consent of the Mortgagor or Mortgagor's successors or assigns or the consent of any junior lien holder, guarantor or tenant, without liability on Mortgagee's part and notwithstanding Mortgagor's breach of any covenant, agreement or condition: (a) release anyone primarily or secondarily liable on any of the Indebtedness; (b) accept a renewal Notes or Notes therefor; (c) release from the lien of this Mortgage any part of the Premises; (d) take or release other or additional security for the Indebtedness; (e) consent to any plat, map or plan of the Premises; (f) consent to the

granting of any easement; (g) join in any extension or subordination agreement; (h) agree in writing with Mortgagor to modify the rate of interest or period of amortization of the Notes or change the time of payment or the amount of the monthly installments payable thereunder; and (i) waive or fail to exercise any right, power or remedy granted by law or herein or in any other instrument given at any time to evidence or secure the payment of the Indebtedness.

Any actions taken by Mortgagee pursuant to the terms of this Paragraph 9 shall not impair or affect: (a) the obligation of Mortgagor or Mortgagor's successors or assigns to pay any sums at any time secured by this Mortgage and to observe all of the covenants, agreements and conditions herein contained; (b) the guaranty of any individual, if any, or legal entity for payment of the Indebtedness; and (c) the lien or priority of the lien hereof against the Premises.

Mortgagor shall pay to Mortgagee a reasonable service charge and such title insurance premiums and attorneys' fees as may be incurred by Mortgagee for any action described in this Paragraph 9 taken at the request of Mortgagor or its beneficiary or beneficiaries.

Mortgagee's Performance on Defaulted Acts.

10. 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 Mortgagee deems expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment or cure any default of any landlord in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Mortgagee in regard to any tax referred to in Paragraphs 7 or 7.1 or to protect the Premises or the lien hereof, shall be so much additional Indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of interest set forth in the Loan Agreement and the Notes applicable to a period when a default exists thereunder. 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.

Mortgagee's Reliance on Tax Bills, etc.

11. 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 prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

Acceleration of Indebtedness in Case of Default.

12. Upon and after the occurrence of a Default (as defined in the Loan Agreement), a default under this Mortgage, or as otherwise provided in the Loan Agreement, at the option of Lender, and without prior demand, notice or legal process of any kind (except as otherwise expressly required in the Loan Agreement), and upon termination of the Loan Agreement (as therein provided) then and in any such event, the whole of the Indebtedness shall at once, at the option of the Mortgagee, become immediately due and payable without notice to Mortgagor. If while any insurance proceeds or condemnation awards are held by or for the Mortgagee to reimburse Mortgagor or any lessee for the cost of repair, rebuilding or restoration of building(s) or other improvement(s) on the Premises, as set forth in Paragraphs 6 and 18 hereof, the Mortgagee shall be or become entitled to accelerate the maturity of the Indebtedness, then and in such event, the Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in reduction of the Indebtedness, and any excess held by it over the amount of Indebtedness shall be paid to Mortgagor or any party entitled thereto, without interest, as the same appear on the records of the Mortgagee.

Foreclosure; Expense of Litigation.

13. When the Indebtedness or any part thereof shall become due, whether by acceleration or otherwise, Mortgagee, without in any way limiting Mortgagee's rights and remedies under the Loan Agreement or the Notes, shall have the right to foreclose the lien hereof for such Indebtedness or part thereof. In any civil action to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness in the order of judgment for foreclosure and sale all reasonable 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 said order or judgment) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens' Certificates and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such civil action or to evidence to the title bidders at any sale which may be had pursuant to such order or judgment the true condition of the title to, or the value of, the Premises. All expenditures and expenses of the nature as described in this paragraph and such expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the fees of any attorneys employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Loan Agreement, the Notes or the Premises, including probate, appellate and bankruptcy proceedings, or in preparations for the commencement or defense of any action or proceeding or threatened action or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the rate set forth in the Notes applicable to a period when a default exists thereunder, and shall be secured by this Mortgage.

At all times, the Mortgagor shall appear in and defend any suit, action or proceeding that might in any way in the sole judgment of the Mortgagee affect the value of the Premises, the priority of this Mortgage or the rights and powers of Mortgagee hereunder or under any document given at any time to secure the Indebtedness. Mortgagor shall, at all times, indemnify, hold harmless and reimburse Mortgagee on demand for any and all loss, damage, expense or cost, including cost

of evidence of title and reasonable attorneys' fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Mortgage, and shall bear interest after demand at the rate specified in the Notes applicable to a period when an uncured default or Event of Default or Default (each as defined in the Loan Agreement) exists thereunder, and such interest shall be secured hereby and shall be due and payable on demand.

Application of Proceeds of Foreclosure Sale.

14. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding Paragraph hereof; second, all other items which may under the terms hereof or the Loan Agreement constitute secured Indebtedness additional to that evidenced by the Notes, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Notes in such manner as the Mortgagee shall elect; and fourth, any overplus to any party entitled thereto as their rights may appear.

Appointment of Receiver or Mortgagee in Possession.

15. Upon, or at any time after, the commencement of an action to foreclose this Mortgage, the court in which such action was commenced may, upon request of the Mortgagee, appoint a receiver of the Premises either before or after foreclosure sale, without notice and 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 or any holder of the Notes may be appointed as such receiver or as Mortgagee in possession. Such receiver or the Mortgagee in possession shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure action and, in case of a sale and a deficiency, during the full statutory period of redemption (if any), whether there be redemption or not, as well as during any further times (if any) when Mortgagor, except for the intervention of such receiver or Mortgagee in possession, 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 or Mortgagee in possession to apply the net income in its hands in payment in whole or in part of: (a) the Indebtedness secured hereby or by any order or judgment foreclosing the lien of this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or the lien of such order or judgment, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

Rights Cumulative.

16. Each right, power and remedy conferred upon the Mortgagee by this Mortgage and by all other documents evidencing or securing the Indebtedness including without limitation the

Loan Agreement and the Notes and conferred by law and in equity is cumulative and in addition to every other right, power and remedy, express or implied, given now or hereafter existing, at law and in equity; and each and every right, power and remedy, express or implied, given now or hereafter existing, at law and in equity; and each and every right, power and remedy herein or therein 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, or discontinuance by, 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.

Mortgagee's Right of Inspection.

17. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

Condemnation.

18. Mortgagor hereby assigns, transfer and sets over unto the Mortgagee the entire proceeds of any award and any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. The Mortgagee shall make those proceeds available to Mortgagor or any lessee for repair, restoration or rebuilding of the Premises, in the manner and under the conditions that the Mortgagee may require; provided, however, that if in the opinion of Mortgagee the proceeds of such award are not sufficient to repair, restore or rebuild the Premises, and Mortgagor fails, within 30 days of the issuance of any award, to tender to Mortgagee the difference between such award and the cost to repair, restore or rebuild the Premises, then Mortgagee may apply the award proceeds to the reduction of Mortgagor's debt hereunder. In any event, the buildings and improvements shall be repaired, restored or rebuilt in accordance with plans and specifications to be submitted and approved by the Mortgagee. If the proceeds are made available by the Mortgagee, any surplus which may remain out of said award after payment of such cost of repair, rebuilding, restoration and the reasonable charges of the Disbursing Party shall, at the option of the Mortgagee, be applied on account of the Indebtedness or paid to any party entitled thereto as the same appear on the records of the Mortgagee. The application by Mortgagee of any such surplus proceeds to the Indebtedness shall not constitute a prepayment of the indebtedness as defined in the Notes secured hereby so as to give rise to the incurring of a prepayment premium. No interest shall be allowed to Mortgagor on the proceeds of any award held by the Mortgagee.

Release Upon Payment and Discharge of Mortgagor's Obligations.

19. Mortgagee shall release this Mortgage and the lien hereof only by proper instrument upon payment and discharge of all Indebtedness secured hereby (including any interest and late charges provided for herein or in the Notes). Mortgagee shall release any one of the parcels securing this Mortgage only upon payment of the entire proceeds of sale of the specific parcel, less customary

closing costs such as title charges, brokers commission, legal fees and real estate tax proration. All proceeds from the sale of the property commonly known as 6525 North Clark shall specifically be applied to the Term Note; provided, however, Mortgagee's obligation to release any of the parcels shall be predicated upon their sale at fair market value as reasonably determined by Mortgagee.

Giving of Notice.

20. Except as otherwise expressly provided herein, any notice required or desired to be served, given or delivered hereunder shall be in writing, and shall be deemed to have been validly served, given or delivered (i) three (3) days after deposit in the United States mails, with proper postage prepaid, (ii) when sent after receipt of confirmation or answer back if sent by telecopy, or other similar facsimile transmission, (iii) one (1) Business Day after deposited with a reputable overnight courier with all charges prepaid, or (iv) when delivered, if hand-delivered by messenger, all of which shall be properly addressed to the party to be notified and sent to the address or number indicated as follows:

(i) If to Mortgagee at: LaSalle National Bank
135 S. LaSalle Street
Chicago, IL 60603
Attn: Susan M. Kaminski
Telecopy: 312/904-6546
Confirmation: 312/904/2747

(ii) If to Mortgagor at: Reeve Waud
Christiana Industries, L.L.C.
6500 N. Clark Street
Chicago, IL 60626

(iii) With a copy to: Wendy Chronister
Kirkland & Ellis
200 East Randolph
Chicago, IL 60601

Waiver of Defense.

21. 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 Notes or under the Loan Agreement.

Waiver of Statutory Rights.

22. Mortgagor shall not and will 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 the lien 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 Premises marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or judgment of foreclosure of the lien of this Mortgage on behalf of the Mortgagor, the trust estate and all persons beneficially interested therein and each and every person, except judgment creditors of the Mortgagor in its representative capacity and of the trust estate, acquiring interest in or title to the Premises subsequent to the date of this Mortgage.

Furnishing of Financial Statements to Mortgagee.

23.1 Mortgagor covenants and agrees that it will keep and maintain, or cause its beneficiary or beneficiaries from time to time to keep and maintain, books and records of account in which full, true and correct entries shall be made of all dealings and transactions relative to the Premises, which books and records of account shall, at reasonable times and on reasonable notice, be open to the inspection of the Mortgagee and its accountants and other duly authorized representatives. Such books of record and account shall be kept and maintained in accordance with generally accepted accounting principles consistently applied.

23.2 Mortgagor covenants and agrees to furnish to the Mortgagee, within ninety (90) days following the end of every fiscal year applicable to the operation of the improvements on the Premises, a copy of a report of the operations of the improvements on the Premises for the year then ended, to be certified by a beneficiary of Mortgagor (or a Member or Manager of the beneficiary Christiana Industries, L.L.C.) satisfactory to the Mortgagee, including a balance sheet and supporting schedules and containing a detailed statement of income and expenses. Each such certificate of each such annual report shall certify that the certifying party examined such records as were deemed necessary for such certification and that those statements are true, correct and complete.

23.3 If Mortgagor fails to furnish promptly any report required by Paragraph 23.2, the Mortgagee may elect (in addition to exercising any other right, remedy and power) to make an audit of all books and records of Mortgagor and its beneficiaries which in any way pertain to the Premises and to prepare the statement or statements which Mortgagor failed to procure and deliver. Such audit shall be made and such statement or statements shall be prepared by an independent Certified Public Accountant to be selected by the Mortgagee. Mortgagor shall pay all expenses of the audit and other services which expenses shall be secured hereby as additional Indebtedness and shall be immediately due and payable with interest thereon at the rate set forth in the Notes applicable to a period when a default or Event of Default or Default (each as defined in the Loan Agreement) exists thereunder.

Filing and Recording Charges and Taxes.

24. Mortgagor will pay all filing, registration, recording and search and information fees, and all expenses incident to the execution and acknowledgment of this Mortgage and all other documents securing the Notes and all federal, state, county and municipal taxes, other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery, filing, recording or registration of the Notes, this Mortgage and all other documents securing the Notes and all assignments thereof.

Business Purposes; Usury Exemption.

25. Mortgagor has been advised by its beneficiaries that the proceeds of the loan secured by this Mortgage will be used for the purposes specified in § 15 ILLS 205/4, as amended, and that the principal obligation secured hereby constitutes a "business loan" which comes within the purview and operation of said paragraph.

Miscellaneous.

26.1 Binding Nature. This Mortgage and all provisions hereof shall extend to and be binding upon the original Mortgagor named on page 1 hereof, and its successors, grantees, assigns, each 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 primarily and secondarily liable for the payment of the Indebtedness or any part thereof, whether or not such persons shall have executed the Notes, the Loan Agreement or this Mortgage.

26.2 Release of Previous Holder. The word "Mortgagee," when used herein shall include the successors and assigns of the original Mortgagee named on page 1 hereof, and the holder or holders, from time to time, of the Notes. However, whenever the Notes are sold, each prior holder shall be automatically freed and relieved, on and after the date of such sale, of all liability with respect to the performance of each covenant and obligation of Mortgagee hereunder thereafter to be performed, provided that any monies in which the Mortgagor has an interest, which monies are then held by the seller of the Notes, are turned over to the purchaser of the Notes.

26.3 Severability and Applicable Law. In the event one or more of the provisions contained in this Mortgage or in the Notes or in any other document given at any time to secure the payment of the Notes 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, the Notes or other document and this Mortgage, the Notes or other document shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The validity and interpretation of this Mortgage and the Notes are to be construed in accordance with and governed by the laws of the State in which the Premises are situated.

26.4 Governmental Compliance. Mortgagor shall not by act or omission permit any lands or improvements not subject to the lien of this Mortgage to include the Premises or any part thereof in fulfillment of any governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises to be so used. Similarly, no lands or improvements comprising the Premises shall be included with any lands or improvements not subject to the lien of this Mortgage in fulfillment of any governmental requirement. Mortgagor shall not by act or omission impair the integrity of the Premises as a single zoning lot separate and apart from all other premises. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this paragraph shall be void.

26.5 Estoppel Certificate. Mortgagor, within fifteen (15) days after mailing of a written request by the Mortgagee, agrees to furnish from time to time a signed statement setting forth the amount of the Indebtedness and whether or not any default, offset or defense then is alleged to exist against the Indebtedness and, if so, specifying the nature thereof.

26.6 Non-Joiner of Tenant. After a Default (as defined in the Loan Agreement), Mortgagee shall have the right and option to commence a civil action to foreclose the lien of this Mortgage and to obtain an order or judgment of foreclosure and sale subject to the rights of any tenant or tenants of the Premises. The failure to join any tenant or tenants of the Premises as party defendant or defendants in any such civil action or the failure of any such order or judgment to foreclose their rights shall not be asserted by the Mortgagor as a defense in any civil action instituted to collect the Indebtedness secured hereby, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

26.7 Regulation G Clause. Mortgagor covenants that the proceeds evidenced by the Notes secured hereby will not be used for the purchase or carrying of registered equity securities within the purview and operation of Regulation G issued by the Board of Governors of the Federal Reserve System.

26.8 Additional Documents. The Mortgagor will, from time to time, within fifteen (15) days after request by the Mortgagee, execute, acknowledge and deliver any Financing Statement, Renewal Affidavit, Certificate, Continuation Statement, Inventory or other similar documents as the Mortgagee may request in order to protect, preserve, continue, extend or maintain the security interest under the priority of this Mortgage and will, upon demand, pay any reasonable and necessary expense(s) incurred by the Mortgagee in the preparation, execution and filing of any such documents, with the proviso that the failure of Mortgagor to do so shall constitute a default hereunder and under the Notes.

Security Agreement and Financing Statement.

27. Mortgagor and Mortgagee agree: (i) that this Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code (the "Code") of the State in which

the Premises are located with respect to all sums on deposit with the Mortgagee pursuant to Paragraphs 6 and 18 hereof ("Deposits") and with respect to any property included in the definition herein of the word "Premises", which property may not be deemed to form a part of the real estate described in EXHIBIT "A" or may not constitute a "fixture" (within the meaning of Section 9-313 of the Code), and all replacements of such property, substitutions for such property, additions to such property, and the proceeds thereof (said property, replacements, substitutions, additions and the proceeds thereof being sometimes herein collectively referred to as the "Collateral"); and (ii) that a security interest in and to the Collateral and the Deposits is hereby granted to the Mortgagee; and (iii) that the Deposits and all of Mortgagor's right, title and interest therein are hereby assigned to the Mortgagee; all to secure payment of the Indebtedness and to secure performance by the Mortgagor of the terms, covenants and provisions hereof.

In the event of a Default under the Loan Agreement, or this Mortgage, the Mortgagee, pursuant to the appropriate provisions of the Code, shall have an option to proceed with respect to both the real property and Collateral in accordance with its rights, powers and remedies with respect to the real property, in which event the default provisions of the Code shall not apply. The parties agree that if the Mortgagee shall elect to proceed with respect to the Collateral separately from the real property, ten (10) days notice of the sale of the 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 Collateral except that so long as the Mortgagor is not in Default (as defined in the Loan Agreement) under the Loan Agreement, Mortgagor shall be permitted to sell or otherwise dispose of the Collateral when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Premises, but only upon replacing the same or substituting for the same other Collateral at least equal in value and utility to the initial value and utility of that disposed of and in such manner that said replacement or substituted Collateral shall be subject to the security interest created hereby and that the security interest of the Mortgagee shall be perfected and first in priority, it being expressly understood and agreed that all replacements, substitutions and additions to the Collateral 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 at the cost of the Mortgagor: (i) such further financing statements and security documents and assurances as Mortgagee may require, to the end that the liens and security interests created hereby shall be and remain perfected and protected in accordance with the requirements of any present or future law; and (ii) an inventory of the Collateral in reasonable detail. The Mortgagor covenants and represents that all Collateral now is, and that all replacements thereof, substitutions therefor or additions thereto, unless the Mortgagee otherwise consents, will be free and clear of liens, encumbrances, title retention devices and security interests of others.

The Mortgagor and Mortgagee agree, to the extent permitted by law, that: (i) all of the goods described within the definition of the word "Premises" herein are or are to become fixtures on the land described in EXHIBIT "A": (ii) this instrument, upon recording or registration in the real

estate records of the proper office, shall constitute a "fixture filing" within the meaning of Section 9-313 and 9-402 of the Code; and (iii) Mortgagor is a record owner of the land described in EXHIBIT "A".

If the Collateral is sold in connection with a sale of the Premises, Mortgagor shall notify the Mortgagee prior to such sale and shall require as a condition of such sale that the purchaser specifically agree to assume Mortgagor's obligations as to the security interests herein granted and to execute whatever agreements and filing are deemed necessary by the Mortgagee to maintain Mortgagee's first perfected security interest in the Collateral, Deposits and the deposits described in Paragraph 4 above.

Lien for Loan Commissions, Service Charges and the Like.

28. So long as the original Mortgagee named on page 1 hereof is the owner of the Notes, and regardless of whether any proceeds of the loan evidenced by the Notes have been disbursed, this Mortgage also secures the payment of all loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by the Mortgagee in connection with the loan transaction intended to be secured hereby, all in accordance with the application of, and loan commitment issued to and accepted by, one or more of Mortgagor's beneficiaries in connection with said loan.

Due on Sale or Further Encumbrance Clause.

29. In determining whether or not to make the loan secured hereby, Mortgagee examined amongst other factors the creditworthiness of Christiana found it acceptable and relied and continues to rely upon same as the means of repayment of the loan. Mortgagee also evaluated the background and experience of Christiana in owning and operating property such as the Premises, found it acceptable and relied and continues to rely upon same as the means of maintaining the value of the Premises which is Mortgagee's security for the loan. Christiana is an entity well-experienced in borrowing money and owning and operating property such as the Premises, was ably represented by a licensed attorney at law in the negotiation and documentation of the loan secured hereby and bargained at arm's length and without duress of any kind for all of the terms and conditions of the loan, including this provision. Christiana recognizes that Mortgagee is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a loan, the security for which is purchased by a party other than the Christiana or Trustee. Christiana further recognizes that any secondary or junior financing placed upon the Premises, or the beneficial interest of Christiana and Trustee (a) may divert funds which would otherwise be used to pay the Notes secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrancer which would force Mortgagee to take measures and incur expenses to protect its security; (c) would detract from the value of the Premises should Mortgagee come into possession thereof with the intention of selling same; and (d) impair Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Premises.

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security, both of repayment by Christiana and of value of the Premises; (ii) giving Mortgagee the full benefit of its bargain and contract with Christiana and Trustee; (iii) allowing Mortgagee to raise the interest rate and/or collect assumption fees; and (iv) keeping the Premises and the beneficial interest free of subordinate financing liens, Christiana and Trustee agree that if this Paragraph be deemed a restraint on alienation, that it is a reasonable one and that any sale, conveyance, assignment, further encumbrance or other transfer of title to the Premises or any interest therein (whether voluntary or by operation of law) without the Mortgagee's prior written consent shall be an event of default hereunder and a Default under the Loan Agreement. For the purpose of, and without limiting the generality of, the preceding sentence, the occurrence at any time of any of the following events shall be deemed to be an unpermitted transfer of title to the Premises and therefore default hereunder and a Default under the Loan Agreement:

(a) any sale (except for a permitted sale pursuant to Section 19 hereof), conveyance, assignment or other transfer of, or the grant of a security interest in, all or any part of the title to the Premises or the beneficial interest or power of direction under the trust agreement with the Trustee;

(b) any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, any stock or membership interest in Christiana pursuant to and as identified in the Schedule of Members, appended as Exhibit "A" to the Limited Liability Agreement of Christiana, dated _____, 1994; provided, however, such sale, conveyance, assignment or transfer shall be permitted if written notice of such action is given to Mortgagee and if such sale, conveyance, assignment or transfer is to (i) a member of the Immediate Family of the assigning Member, (ii) a trust for the benefit of the assigning Member of his Immediate Family, or (iii) another Member of Christiana; provided, further, that (i) the person to whom the sale, conveyance, assignment or transfer is made must have been a Member of Christiana at the time of execution of this Mortgage by Mortgagor, (ii) at all times Reeve Waud and Cornelius Waud together must own at least fifty-one percent (51%) of the voting shares of Christiana. For purposes of this Agreement, "Immediate Family" is defined as the spouse, former spouse, children, grandchildren, parents or grandparents of the specific Member. Even in the event of a permitted transfer hereunder, Mortgagor shall give Mortgagee written notice thereof within five days of the transfer.

Any consent by the Mortgagee, or any waiver of default, under this Paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagee upon a subsequent default under this Paragraph.

Late Fees and Interest Upon Default.

30. If any installment of principal or interest due under the Notes or the Loan Agreement or if any deposit for taxes or insurance or payment of any item required under this Mortgage shall become overdue for a period in excess of three (3) days after the date that it was initially due: (i) Mortgagor shall, in addition to any other charges provided for under the Notes, the Loan Agreement

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security, both of repayment by Christiana and of value of the Premises; (ii) giving Mortgagee the full benefit of its bargain and contract with Christiana and Trustee; (iii) allowing Mortgagee to raise the interest rate and/or collect assumption fees; and (iv) keeping the Premises and the beneficial interest free of subordinate financing liens, Christiana and Trustee agree that if this Paragraph be deemed a restraint on alienation, that it is a reasonable one and that any sale, conveyance, assignment, further encumbrance or other transfer of title to the Premises or any interest therein (whether voluntary or by operation of law) without the Mortgagee's prior written consent shall be an event of default hereunder and a Default under the Loan Agreement. For the purpose of, and without limiting the generality of, the preceding sentence, the occurrence at any time of any of the following events shall be deemed to be an unpermitted transfer of title to the Premises and therefore default hereunder and a Default under the Loan Agreement:

(a) any sale (except for a permitted sale pursuant to Section 19 hereof), conveyance, assignment or other transfer of, or the grant of a security interest in, all or any part of the title to the Premises or the beneficial interest or power of direction under the trust agreement with the Trustee;

(b) any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, any stock or membership interest in Christiana pursuant to and as identified in the Schedule of Members, appended as Exhibit "A" to the Limited Liability Agreement of Christiana, dated _____, 1994; provided, however, such sale, conveyance, assignment or transfer shall be permitted if written notice of such action is given to Mortgagee and if such sale, conveyance, assignment or transfer is to (i) a member of the Immediate Family of the assigning Member, (ii) a trust for the benefit of the assigning Member of his Immediate Family, or (iii) another Member of Christiana; provided, further, that (i) the person to whom the sale, conveyance, assignment or transfer is made must have been a Member of Christiana at the time of execution of this Mortgage by Mortgagor, (ii) at all times Reeve Waud and Cornelius Waud together must own at least fifty-one percent (51%) of the voting shares of Christiana. For purposes of this Agreement, "Immediate Family" is defined as the spouse, former spouse, children, grandchildren, parents or grandparents of the specific Member. Even in the event of a permitted transfer hereunder, Mortgagor shall give Mortgagee written notice thereof within five days of the transfer.

Any consent by the Mortgagee, or any waiver of default, under this Paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagee upon a subsequent default under this Paragraph.

Late Fees and Interest Upon Default.

30. If any installment of principal or interest due under the Notes or the Loan Agreement or if any deposit for taxes or insurance or payment of any item required under this Mortgage shall become overdue for a period in excess of three (3) days after the date that it was initially due: (i) Mortgagor shall, in addition to any other charges provided for under the Notes, the Loan Agreement

and this Mortgage, pay to the Mortgagee a "late charge" of two cents (\$.02) for each dollar so overdue, in order to defray part of the increased cost of collection occasioned by any late payments, as liquidated damages and not as a penalty, and (ii) Mortgagee may collect interest on the entire unpaid balance of said principal sum computed at a rate of interest on a daily basis from the date of such default until such default is cured by Mortgagor at the Post-Default Rate defined in the Notes.

Hazardous Substances.

31.1 Except as disclosed in a Phase I Environmental Assessment, dated October 27, 1994 performed by Gaita Tech, Inc. (the "Environmental Report"), Mortgagor represents that no Hazardous Substances have been generated, released, stored or deposited over, beneath or on the Premises or in any structure located on the Premises, or have been used or will be used in the construction of all or any portion of the Premises, nor has any part of the Premises been used for or as a land fill, the result of which could impose any liability on Mortgagee under any applicable federal, state or local law, regulation or ordinance. Mortgagor at all times shall keep the Premises free of Hazardous Substances. Mortgagor shall not permit its tenants or any third party requiring the consent of Mortgagor to enter the Premises, to use, generate, manufacture, store, release, threaten release, or dispose of Hazardous Substances in, on or about the Premises. Mortgagor shall give Mortgagee prompt written notice of any claim by any person, entity, or governmental agency that a significant release or disposal of Hazardous Substances has occurred on the Premises. Mortgagor, through its professional engineers and at its cost, shall promptly and thoroughly investigate suspected Hazardous Substances contamination of the Premises. Mortgagor shall forthwith remove, repair, clean up or detoxify any Hazardous Substances from the Premises whether or not such actions are required by law, and whether or not Mortgagor was responsible for the existence of the Hazardous Substances in, on or about the Premises. "Hazardous Substances" is defined as "Any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic substance, or other similar term, by any federal, state or local environmental statute, regulation, or ordinance presently in effect or that may be promulgated in the future, as such statutes, regulations and ordinances may be amended from time to time."

31.2 Mortgagor agrees to indemnify and hold Mortgagee harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings, and costs and expenses (including, without limitation, reasonable attorneys' fees), arising directly or indirectly from or out of, or in any way connected with, any Hazardous Substances (including any referred to in the Environmental Report) located on or affecting the Premises whether or not the same originates or emanates from the Premises or any such contiguous real estate, including but not limited to (i) any loss of value of the Premises as a result of the existence of such Hazardous Substance; (ii) claims of third parties (including governmental agencies) for damages, penalties, response costs, and/or injunctive or other relief; (iii) costs of removal and restoration, including fees of attorneys and experts and costs of reporting the existence of any Hazardous Substances to any governmental agency; and (iv) any liability asserted against Mortgagee by any third party the result of the violation of the representation made in Paragraph 31. 1 above. Mortgagee agrees that no personal liability shall attach to LaSalle Bank National Association

personally and that the Mortgagee shall look solely to the trust estate of Trustee and Christiana for any and all claims.

Management Agent.

32. The Mortgagor represents that presently there is neither a management agent nor leasing agent for the Premises. In the event Mortgagor hires a management agent or leasing agent for the Premises, such other designee(s) of Mortgagor shall be first approved in writing by Mortgagee, and said management contract and/or leasing contract shall be satisfactory to and subject to the approval of Mortgagee throughout the term of the Indebtedness, which approval shall not be unreasonably withheld. Each management contract and leasing contract shall contain a provision that in the event of a default by Mortgagor under the terms of this Mortgage, or the Notes or an Event of Default or Default under the Loan Agreement or in any other document executed by Mortgagor or its beneficiary to secure the payment of the Notes, that said management contract and/or leasing contract is cancelable by Mortgagee upon sixty days written notice. In the event of a default by Mortgagor with respect to the provisions of this Paragraph, then at the election of Mortgagee the Indebtedness shall become immediately due and payable and Mortgagee shall be entitled to exercise any or all remedies provided or referenced in this Mortgage.

Waiver.

33. (A) WAIVER OF JURY TRIAL. MORTGAGOR AND MORTGAGEE WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN MORTGAGEE AND MORTGAGOR ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. MORTGAGOR AND MORTGAGEE HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(B) WAIVER OF BOND. MORTGAGOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF MORTGAGEE IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO OBTAIN POSSESSION OF, REPLEVY, ATTACH OR LEVY UPON COLLATERAL OR ANY OTHER SECURITY FOR THE LIABILITIES, TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF MORTGAGEE, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, THIS AGREEMENT, OR ANY OTHER AGREEMENT OR DOCUMENT BETWEEN MORTGAGEE AND MORTGAGOR.

Year 2000 Compliance

34. Mortgagor warrants and represents to Mortgagee that Mortgagor has reviewed the areas of its business and operations which could be adversely affected by, and has developed or is developing a program to address on a timely basis, the "Year 2000 Problem" (that is, the risk that computer applications used by Mortgagor may be unable to recognize and perform properly date-sensitive functions involving certain dates prior to and any date on or after December 31, 1999), and has made related appropriate inquiry of material suppliers and vendors. Based on such review and program, the Mortgagor believes that the "Year 2000 Problem" will not have a material adverse effect on the Mortgagor. From time to time, at the request of the Mortgagee, Mortgagor shall provide to Mortgagee updated information or documentation as is required by the Mortgagee regarding the status of its efforts to address the Year 2000 Problem.

Governing Law

35. The validity and interpretation of this Mortgage shall be construed in accordance with the laws and decisions of the State of Illinois.

Maximum Indebtedness.

36. Notwithstanding anything contained herein to the contrary, in no event shall the indebtedness secured by this Mortgage exceed an amount equal to \$10,000,000.00.

Exculpatory.

37. This Mortgage is executed by the Trustee, not personally, but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Trustee as such trustee and Christiana hereby warrant that Trustee possess full power and authority to execute this instrument), and it is expressly understood and agreed that nothing contained herein or in the Notes, the Loan Agreement or otherwise shall be construed as creating any liability on the Trustee personally or on LASALLE BANK NATIONAL ASSOCIATION, as Trustee to pay the Notes or any interest, late charge or premium that may accrue thereon, or any Indebtedness secured by this Mortgage, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Trustee, Christiana and LASALLE BANK NATIONAL ASSOCIATION, as Trustee are concerned, the legal holder or holders of the Notes and the owner or owners of any Indebtedness secured hereby shall look solely to Christiana, the Premises and Collateral hereby mortgaged, conveyed and assigned and to any other security given at any time to secure the payment thereof.

IN WITNESS WHEREOF, the Mortgagor has executed this instrument as of the day and year first above written.

LASALLE BANK NATIONAL ASSOCIATION, not personally but as Trustee under Trust Agreement, dated November 3, 1994 and known as Trust Number 119188

ATTEST:

By: *Rosemary Callen*
Title: ASSISTANT SECRETARY

By: *Robert Berg*
Title: ASSISTANT VICE PRESIDENT

ATTEST:

CHRISTIANA INDUSTRIES, L.L.C.,
a Delaware Limited Liability Company

By: *Wendy Guler*
Title: Assistant Secretary

By: *RML*
Title: Chairman

Property of Cook County Clerk's Office

~~UNOFFICIAL COPY~~

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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

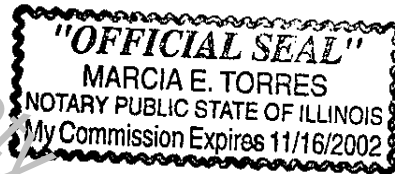
00192941

I, MARCIA E. TORRES, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Deborah Bero, personally known to me and known by me to be the ASSISTANT VICE PRESIDENT of LASALLE BANK NATIONAL ASSOCIATION, a nationally banking association having trust powers, and ROBERT COLLINS, personally known to me to be the ASSISTANT SECRETARY of said 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 ASSISTANT VICE PRESIDENT and ASSISTANT SECRETARY of said association as Trustee as aforesaid, they signed the foregoing instrument as such ASSISTANT VICE PRESIDENT and ASSISTANT SECRETARY of said association as Trustee as aforesaid, and caused the seal of said association to be affixed thereto, pursuant to authority given by the Board of Directors of said association, as their free and voluntary act, and as the free and voluntary act and deed of said association, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of March, 2000.

Marcia E. Torres
Notary Public

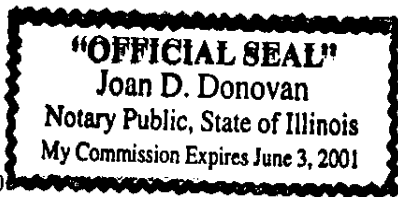
STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)



I, JOAN D. DONOVAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that REEVE B. WADE, personally known to me and known by me to be the Chairman, Manager of Christiana Industries, L.L.C. and Wendy L. Chronister, personally known to me to be the Asst. Secretary of said 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 Chairman, Manager and Asst. Secretary of said association, they signed the foregoing instrument as such Chairman and Asst. Secretary of said association, and caused the seal of said association to be affixed thereto, pursuant to authority given by the Board of Directors of said association, as their free and voluntary act, and as the free and voluntary act and deed of said association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of March, 2000.

Joan D. Donovan
Notary Public



UNOFFICIAL COPY

EXHIBIT A

00192941

PARCEL 1:

LOT 8 IN BLOCK 3 IN BECKER'S ADDITION TO ROGERS PARK A SUBDIVISION OF THAT PART OF LOTS 2 AND 3 LYING EAST OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHERN RAILROAD IN THE PARTITION OF LOT 2 IN THE PARTITION OF THE NORTH ½ OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF LOTS 3 AND 4 LYING SOUTH OF SAID RAILROAD RIGHT OF WAY IN THE PARTITION OF THE NORTH ½ OF THE SOUTHEAST ¼ OF SAID SECTION SITUATED IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 6 AND 7 IN BLOCK 3 IN BECKER'S ADDITION TO ROGERS PARK BEING A SUBDIVISION OF PART OF LOTS 2, 3 AND 4 IN PARTITION OF THE NORTH ½ OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 4 AND 5 IN BLOCK 3 IN BECKER'S ADDITION TO ROGERS PARK (EXCEPT THE WEST 17 FEET) A SUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property Address for Parcels 1, 2 and 3: 6500-6508 N. Clark Street, Chicago, IL

P.I.N. for Parcels 1, 2 and 3: 11-31-416-040, 11-31-416-086 and 11-31-416-037

PARCEL 5:

LOTS 1, 2 AND 3 IN BLOCK 2 IN GALLUP AND SCHIESSWOHL'S ADDITION TO ROGERS PARK, A SUBDIVISION OF PART OF THE NORTH ½ OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address for Parcel 5: 6550 N. Clark Street, Chicago, IL

P.I.N.: 11-31-414-048-0000

~~UNOFFICIAL COPY~~

EXHIBIT "B"

00192941

SCHEDULE OF LEASES

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