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**AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO
COMMERCIAL MORTGAGE**



THIS COMMERCIAL MORTGAGE ("Mortgage") dated April 16, 2002 is made by **CP INVESTORS, L.L.C.**, ("Mortgagor"), whose business address is 2225 South Wabash, Chicago, Illinois in favor of **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, whose address is 120 South LaSalle Street, Chicago, Illinois (*herein, together with its successors and assigns, including each and every holder of the Mortgage Note hereinafter referred to, called the "Mortgagee"*) and has reference to the following:

WHEREAS, the Mortgagor has executed and delivered to the Mortgagee a Secured Note in the original principal amount of One Million and No/100 Dollars (\$1,000,000.00)(the "Mortgage Note");

WHEREAS, the indebtedness evidenced by the Mortgage Note, including the principal thereof and interest and premium, if any, thereon, and any extensions, substitutions and renewals thereof, in whole or in part, and any and all other sums which may be at any time due or owing or required to be paid hereunder or as provided in the Mortgage Note, are herein called the "Liabilities". In no event shall the total amount of Liabilities, including loan proceeds disbursed plus any additional charges provided for hereunder, exceed twice the original principal amount of the Mortgage Note.

NOW, THEREFORE, to secure payment of the Liabilities and in consideration of One Dollar (\$1.00) in hand paid, receipt whereof is hereby acknowledged, Mortgagor does hereby grant, remise, release, alien, convey and mortgage to Mortgagee, its successors and assigns, the real estate commonly known as 2225 South Wabash, Chicago, Illinois, whose legal description is set forth on Exhibit A hereto. Such real estate, together with the property described in the next succeeding paragraph, is herein called the "Mortgaged Property";

Prepared by:
Kenneth M. Lodge
Lord Bissell & Brook
115 South LaSalle Street, 31st Floor
Chicago, IL 60603

Property Common Address:
2225 South Wabash
Chicago, IL
P.I.N.(s): 17-27-101-022-0000

Return To:
LEXIS Document Services
135 S. LaSalle St., Suite 2260
Chicago, IL 60603
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TOGETHER WITH all right, title and interest, including the right of use or occupancy, which Mortgagor may now have or hereafter acquire in and to:

- (a) any lands occupied by streets, alleys, or public places adjoining said Mortgaged Property or in such streets, alleys or public places adjoining said Mortgaged Property or in such streets, alleys or public places;
- (b) all improvements, tenements, hereditaments, gas, oil, minerals, easements, fixtures and appurtenances, and all other rights and privileges thereunto belonging or appertaining;
- (c) all apparatus, machinery, equipment, and appliances (*whether single units or centrally controlled*) of Mortgagor now or hereafter used to supply heat, gas, air conditioning, water, light, power, ventilation or refrigeration or to treat or dispose of refuse or waste;
- (d) all screens, window shades, blinds, wainscoting, storm doors and windows, floor coverings, and awnings of Mortgagor;
- (e) all apparatus, machinery, equipment and appliances of Mortgagor used or useful for or in connection with the maintenance and operation of said real estate or intended for the use or convenience of tenants, other occupants, or patrons thereof;
- (f) all replacements and substitutions for the foregoing whether or not any of the foregoing is or shall be on or attached to said real estate; and
- (g) all proceeds of the foregoing.

It is mutually agreed, intended, and declared, that all of the aforesaid property owned by Mortgagor shall, so far as permitted by law, be deemed to form a part and parcel of said real estate and for the purpose of this Mortgage to be real estate and covered by this Mortgage. Items in (c), (d), and (e) of this paragraph are sometimes collectively referred to herein as "Collateral".

It is also agreed that if any of the property herein mortgaged is a fixture or of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a fixture filing or a Security Agreement, as the case may be, and Mortgagor agrees to execute, deliver and file or refile any financing statement, continuation statement, or other instruments Mortgagee may require from time to time to perfect or renew such security interest under the Uniform Commercial Code. Mortgagee's filing of one or more separate fixture filing financing statements shall in no way impair Mortgagee's security interest in said fixtures.

As additional security for the repayment of the Liabilities, Mortgagor has executed and delivered to Mortgagee that certain Assignment of Leases and Rents dated of even date herewith (*the "Assignment"*) which, among other things, pledges and assigns to Mortgagee all the rents, issues and profits of the Mortgaged Property

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and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (*including all deposits or money as advance rent, for security or as earnest money or as down payment for the purchase of all or any part of the Mortgaged Property*) under any and all present and future leases, contracts or other agreements relative to the ownership or occupancy of all or any portion of the Mortgaged Property. The terms and provisions of the Assignment are hereby incorporated by reference.

Nothing herein contained shall be construed as constituting the Mortgagee as a mortgagee-in-possession in the absence of the taking of actual possession of the Mortgaged Property by the Mortgagee. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagor.

TO HAVE AND TO HOLD the Mortgaged Property, properties, rights and privileges hereby conveyed or assigned, unto Mortgagee, its successors and assigns, forever for the uses and purposes herein set forth. Mortgagor hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois, and Mortgagor hereby covenants that as of the date of this Mortgage, Mortgagor is well seized of said real estate and Mortgaged Property in fee simple, and with full legal and equitable title to the Mortgaged Property, with good right, full power and lawful authority to sell, assign, convey and mortgage the same, and that it is free and clear of encumbrances, except for encumbrances of record consented to by Mortgagee, and that Mortgagor will forever defend the same against all lawful claims.

The following provisions shall constitute an integral part of this Mortgage:

1. **Payment of Indebtedness and Performance of Covenants.**

Mortgagor agrees to pay, when due or declared due, all of the Liabilities secured hereby and to duly and punctually observe all of the terms, provisions, conditions, covenants and agreements on Mortgagor's part to be performed or observed as provided in this Mortgage or in the Mortgage Note and all other documents which evidence, secure or guarantee the Liabilities.

2. **Representations.**

Mortgagor hereby warrants, represents, and covenants that:

(a) Mortgagor is duly authorized to make and enter into this Mortgage and to carry out the transactions contemplated herein.

(b) This Mortgage has been duly executed and delivered pursuant to authority legally adequate therefor; Mortgagor has been and is authorized and empowered by all necessary persons having the power of direction over it to execute and deliver this Mortgage; this Mortgage is a legal, valid and binding obligation of Mortgagor, enforceable in accordance with its terms, subject, to bankruptcy and other law, decisional or statutory, of general application affecting the enforcement of creditors' rights, and to the fact that the availability of the remedy of specific

performance or of injunctive relief in equity is subject to the discretion of the court before which any proceeding therefor may be brought.

(c) Mortgagor is not now in default under any instruments or obligations relating to the Mortgaged Property and no party has asserted any claim of default against Mortgagor relating to the Mortgaged Property.

(d) The execution and performance of this Mortgage and the consummation of the transactions hereby contemplated will not result in any breach of, or constitute a default under, any articles of incorporation, by-laws, articles of organization, partnership agreement, mortgage, lease, bank loan, or credit agreement, trust indenture, or other instrument to which Mortgagor is a party or by which it may be bound or affected; nor do any such instruments impose or contemplate any obligations which are or may be inconsistent with any other obligations imposed on Mortgagor under any other instrument(s) heretofore or hereafter delivered by Mortgagor.

(e) There are no actions, suits, or proceedings (including, without limitation, any condemnation or bankruptcy proceedings) pending or threatened against or affecting Mortgagor or the Mortgaged Property, or which may adversely affect the validity or enforceability of this Mortgage, at law or in equity, or before or by any governmental authority; Mortgagor is not in default with respect to any writ, injunction, decree or demand of any court or any governmental authority affecting the Mortgaged Property.

(f) The representations in the Environmental Indemnity Agreement dated of even date herewith by and among Mortgagor, Continental Painting and Decorating, Inc. ("Continental"), Hughlin C. Williams, and Mortgagee are true and correct.

(g) Mortgagor shall maintain at the end of each fiscal year a Debt Service Coverage Ratio of not less than 1.10:1.0. "Debt Service Coverage Ratio" is defined as Mortgagor's earnings before interest, taxes, depreciation and amortization less internally funded "Capital Expenditures" (as hereafter defined) divided by Mortgagor's total required debt service as such amounts appear on Mortgagee's balance sheet all as prepared and calculated in accordance with GAAP consistently applied and prepared on a consolidated basis. "Capital Expenditures" shall mean any payment for goods or services which is recorded as an asset and subsequently depreciated or amortized, or any expenditures for the purchase of real estate

(h) All statements, financial or otherwise, submitted to Mortgagee in connection with this transaction are true and correct in all respects and fairly present the financial condition of the parties or entities covered by such statements as of the date hereof.

3. **Maintenance, Repair, and Compliance with Law, etc.**

(a) Mortgagor agrees: (i) not to abandon the Mortgaged Property; (ii) to keep the Mortgaged Property in good, safe and insurable condition and repair and not to

commit or suffer waste; (iii) to refrain from impairing or diminishing the value of the Mortgaged Property or this Mortgage; and (iv) to cause the Mortgaged Property to be managed in a competent and professional manner.

(b) Without the prior written consent of Mortgagee, Mortgagor shall not cause, suffer or permit any (i) material alterations of the Mortgaged Property except as required by law or ordinance; (ii) change in the intended use or occupancy of the Mortgaged Property for which the improvements were constructed, including without limitation any change which would increase any fire or other hazard; (iii) change in the identity of the person or firm responsible for managing the Mortgaged Property; (iv) zoning reclassifications with respect to the Mortgaged Property; (v) unlawful use of, or nuisance to exist upon, the Mortgaged Property; (vi) granting of any easements, licenses, covenants, conditions or declarations of use against the Mortgaged Property; or (vii) execution by Mortgagor of any leases in breach of the terms and provisions of the Assignment.

(c) Mortgagor agrees not to cause or permit any toxic or hazardous substance or waste, or underground storage tanks, or any other pollutants which would violate any local, state or federal laws or regulations (collectively, "Environmental Conditions") to be present on or affect the Mortgaged Property. If Mortgagee determines that Environmental Conditions either do or may exist at the Mortgaged Property, upon demand, Mortgagor shall take at its own expense any and all measures necessary to eliminate the Environmental Condition. If at any time Environmental Conditions are present or affect the Mortgaged Property, Mortgagor agrees to indemnify, defend and save Mortgagee, its successors and assigns, harmless, from and against all damage suffered by reason of the Environmental Conditions. Mortgagor has executed and delivered in favor of Mortgagee a separate Environmental Indemnity Agreement dated of even date herewith (the "Environmental Indemnity") in order to evidence and more specifically define Mortgagor's obligations under this Paragraph 3(c). The terms and provisions of the Environmental Indemnity are incorporated herein by reference.

4. **Taxes, Liens.**

(a) Mortgagor agrees to pay, not later than the due date and before any penalty or interest attaches, all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges, of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed or imposed on or against the Mortgaged Property and, at the request of the Mortgagee, to exhibit to Mortgagee, official receipts evidencing such payments.

(b) Mortgagor shall not create, suffer or permit any mortgage, lien, charge or encumbrance to attach to or be filed against the Mortgaged Property, whether such lien or encumbrance is inferior or superior to the lien of this Mortgage, including mechanic's liens, materialmen's liens, or other claims for lien made by parties claiming to have provided labor or materials with respect to the Mortgaged Property and excepting only the lien of real estate taxes and assessments not due or delinquent, and any liens and encumbrances of Mortgagee.

5. **Change in Tax Laws.**

Mortgagor agrees that, if the United States or the State of Illinois or any of their subdivisions having jurisdiction, shall levy, assess, or charge any tax, assessment or imposition upon this Mortgage or the credit or indebtedness secured hereby or the interest of Mortgagee in the Mortgaged Property or upon Mortgagee by reason of or as holder of any of the foregoing, then, Mortgagor shall pay (or reimburse Mortgagee for) such taxes, assessments or impositions, and, unless all such taxes, assessments and impositions are paid or reimbursed by Mortgagor when and as they become due and payable, all sums hereby secured shall become immediately due and payable, at the option of Mortgagee, notwithstanding anything contained herein or in any law heretofore or hereafter enacted.

6. **Restrictions on Transfer.**

Mortgagor shall not, without the prior written consent of Mortgagee, create, effect, contract for, consent to, suffer or permit any "Prohibited Transfer". "Prohibited Transfer" shall mean any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrances or alienation of any of the following:

(a) the Mortgaged Property or any part thereof or interest therein, excepting only sales or other dispositions of Collateral no longer useful in connection with the operation of the Mortgaged Property ("*Obsolete Collateral*");

(b) all or any portion of the undersigned's interest in and to the Mortgaged Property, if Mortgagor is an individual;

(c) all or any portion of the beneficial interest or power of direction in or to the trust under which Mortgagor is acting, if Mortgagor is a Trustee;

(d) any shares of capital stock of: (i) a corporate Mortgagor, (ii) a corporation which is a beneficiary of a land trust whose trustee is the Mortgagor, (iii) a corporation which is a general partner in a partnership Mortgagor, (iv) a corporation which is a general partner in a partnership beneficiary of a trustee Mortgagor, or (v) a corporation which is the owner of substantially all of the capital stock of any corporation described in this subparagraph. Provided however, that transfers of such shares in the ordinary course shall be allowed if Mortgagor's shares are publicly traded on a national securities exchange or on the National Association of Securities Dealers' Automated Quotation System;

(e) all or any part of the partnership or joint venture interest, as the case may be, of any Mortgagor or any direct or indirect beneficiary of a Trustee Mortgagor if Mortgagor or such beneficiary is a partnership or a joint venture; or

(f) all or any part of the membership interest of Mortgagor or any direct or indirect beneficiary of a Trustee Mortgagor if Mortgagor or such beneficiary is a limited liability company.

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All of the above described transactions shall be a Prohibited Transfer if such occurs, is granted, accomplished, attempted or effectuated without the prior written consent of Mortgagee. Further all such transactions shall be a "Prohibited Transfer" regardless of whether such is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise. Mortgagor acknowledges that Mortgagee shall be under no obligation to consent to any of the Prohibited Transfers and that any such consent may be subject to changes in the applicable interest rates charged under any instrument evidencing the Liabilities, the payment of a fee to Mortgagee or such other modifications to the terms and conditions of this Mortgage or any other agreement which evidences or secures the repayment of the Liabilities as Mortgagee in its sole discretion may determine. Further, any sale of Obsolete Collateral shall be allowed only to the extent that, prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral of at least equal value and utility which is subject to the Lien hereof with the same priority as with respect to the Obsolete Collateral

7. **Insurance**

(a) Mortgagor agrees to maintain in force at all times: (i) fire and extended coverage insurance (including, without limitation, windstorm, earthquake, explosion, flood and such other risks usually insured against by owners of like properties) on the Mortgaged Property an amount not less than one hundred percent (100%) of the full insurable value of the Mortgaged Property; (ii) comprehensive public liability insurance against death, bodily injury and property damage not less than \$1,000,000 single limit coverage; (iii) steam boiler, machinery and pressurized vessel insurance; (iv) rental or business interruption insurance in amounts sufficient to pay, for a period of up to four (4) months, all amounts required to be paid by Mortgagor pursuant to this Mortgage; and (v) the types and amounts of insurance that are customarily maintained by owners or operators of like properties.

(b) Mortgagor will also maintain flood insurance, if required by the Mortgagee, pursuant to a designation of the area in which the Mortgaged Property are located as flood prone or a flood risk area, as defined by the Flood Disaster Protection Act of 1973, as amended, in an amount to be determined by the Mortgagee from time to time, when appropriate, as well as comply with any additional requirements of the National Flood Insurance Program as set forth in said Act.

(c) All such insurance shall be written by companies and on forms with endorsements satisfactory to Mortgagee, all with suitable lender's loss-payable and standard non-contribution mortgagee clauses in favor of Mortgagee attached. Certificates of insurance evidencing the same shall be kept constantly deposited with Mortgagee. All said policies shall provide for thirty (30) days prior written notice to Mortgagee of the expiration of any such policy, and an insurance certificate of an appropriate renewal policy shall be deposited with Mortgagee. Mortgagee is authorized to collect all insurance proceeds and apply them, at its option, to the reduction of the Liabilities hereby secured, whether due or not then due.

Notwithstanding any provision herein to the contrary, in the event of any such damage or destruction, the Mortgagee shall make the proceeds of insurance received as a result of such damage or destruction available for the repair and restoration of the Premises, subject to the following conditions: (i) that there does not then exist any Default or Event of Default under this Mortgage or any of the other Loan Documents; (ii) that Mortgagor submits a proposed budget for such repair and restoration to the Mortgagee and demonstrates to Mortgagee's satisfaction that Mortgagor has sufficient available funds to complete the repairs and restoration contemplated by the proposed budget; (iii) that all then existing leases and subleases of the Premises shall continue in full force and effect without reduction or abatement of rental (except during any period of untenability and except to the extent covered by rent loss insurance); (iv) that the Mortgagee shall first be given satisfactory proof that such improvements have been fully repaired and restored, or that by the expenditure of such money will be fully repaired and restored, free and clear of all liens, except the lien of this Mortgage and other Permitted Encumbrances; (v) that in the event such proceeds shall be insufficient to repair and restore the Premises, the Mortgagor shall deposit promptly with the Mortgagee the amount of such deficiency; (vi) that in the event the Mortgagor shall fail within a reasonable time to repair and restore the Premises, then the Mortgagee, at its option, may repair and restore the Premises for or on behalf of the Mortgagor and for such purpose may do all necessary acts, including using said funds deposited by the Mortgagor as aforesaid; (vii) that waiver of the right of subrogation shall be obtained from any insurer under such policies of insurance who, at that time, claims that no liability exists as to the Mortgagor or the then owner or the assured under such policies; and (viii) that the excess of said insurance proceeds above the amount necessary to complete such repair and restoration shall be applied as a credit upon any portion, as selected by the Mortgagee, of the indebtedness secured hereby.

(d) Mortgagor shall notify Mortgagee, in writing, of any loss to the Mortgaged Property covered by insurance, and Mortgagor hereby directs each insurance company to make payment for such loss directly and solely to Mortgagee; and Mortgagor agrees that any payment which is delivered, for any reason, to Mortgagor shall be held in trust for Mortgagee and promptly delivered in the form received (except for any necessary endorsements thereon) to Mortgagee.

8. **Compliance with Laws.**

Mortgagor agrees that it will comply with all restrictions affecting the Mortgaged Property and with all laws, ordinances, acts, rules, regulations and orders of any legislative, executive, administrative or judicial body, commission or officer (whether federal, state or local) exercising any power or regulation or supervision over Mortgagor, or any part of the Mortgaged Property, whether the same be directed to the repair thereof, manner or use thereof, structural alterations or buildings located thereon, or otherwise.

9. **Stamp Tax.**

Mortgagor agrees that, if the United States Government or any department, agency or bureau thereof or of the State of Illinois or any of its subdivisions shall at any time require documentary stamps to be affixed to the Mortgage, Mortgagor will, upon request, pay for the stamps in the required amount and deliver them to Mortgagee and Mortgagor agrees to indemnify Mortgagee against liability on account of such documentary stamps, whether such liability arises before or after payment of the Liabilities and regardless whether this Mortgage shall have been released.

10. **Financial Statements and Tax Returns.**

Mortgagor will furnish to Mortgagee, within sixty (60) days after the end of each quarter, its financial and operating statements for such quarter, including, without limitation, a balance sheet and supporting schedules and detailed statement of income and expenditures and supporting schedules, all prepared in accordance with generally accepted principles of accounting consistently applied. Such financial and operating statements shall be prepared by Mortgagor and in such form as may be acceptable to Mortgagee, and Mortgagee may, by notice in writing to Mortgagor, at Mortgagor's expense, audit the respective books and records.

11. **Deposits for Taxes and Insurance Premiums.**

Upon written request by Mortgagee after a Default, Mortgagor agrees to thereafter make monthly deposits in an account, which account shall be pledged to Mortgagee, at a bank, of an amount equal to the sum of 1/12th of the annual general real estate taxes levied on the Mortgaged Property and 1/12th of the annual premium required to maintain insurance in force on the Mortgaged Property in accordance with the provisions of this Mortgage, the amount of such taxes and premiums, if unknown, to be estimated on the basis of the previous year's taxes or premiums, if any, or by such person or corporation as is acceptable to Mortgagee. Mortgagor shall provide Mortgagee with the original real estate tax bill or insurance invoice not later than ten (10) days before the payment is due and shall concurrently deposit in said account an amount equal to the difference between the amount available in the aforesaid escrow account for such payment (*giving effect to other taxes or expenses which are also paid from said account*) as shown on Mortgagee's records and the amount required to be paid. Provided that no Default, as hereinafter defined, has occurred, funds in such account (*including the supplemental deposits required by the preceding sentence*) shall be used by Mortgagor to pay such taxes and premiums on their respective due dates. From and after the occurrence of a Default under this Mortgage, Mortgagor will pay such funds to Mortgagee for application on the Liabilities. Until Mortgagee requires that such deposits be made, Mortgagor shall furnish Mortgagee with copies of paid tax receipts and insurance premium receipts not later than five (5) days before the payment is due.

12. **Leases.**

Mortgagor agrees faithfully to perform all of its obligations under the Assignment and under all present and future leases or other agreements relative to the occupancy of the Mortgaged Property at any time assigned to Mortgagee as

additional security for the payment and performance of the Liabilities. Mortgagor shall refrain from any actions or inaction which could result in termination of any such leases or agreements or in the diminution of the value thereof or of the rents or revenues due thereunder. Mortgagor further agrees that any lease of the Mortgaged Property made after the date of recording of this Mortgage shall contain a covenant to the effect that the lessee under such lease shall, at Mortgagee's option, agree to attorn to Mortgagee as lessor and, upon demand, to pay rent to Mortgagee.

13. Indemnification.

In addition to the provisions of the Environmental Indemnity, Mortgagor further agrees to indemnify Mortgagee from all loss, damage and expense, including reasonable attorneys' fees and paralegals' fees and expenses and the costs of any settlement or judgment, incurred in connection with any suit or proceeding in or to which Mortgagee may be made a party for the purpose of protecting the lien of this Mortgage, and all such fees, expenses and costs shall be additional Liabilities secured hereby.

14. Condemnation.

Mortgagor agrees that, if at any time it shall become aware of the institution of condemnation proceedings against the Mortgaged Property or any part thereof, it shall immediately inform Mortgagee of the pendency of such proceedings. Mortgagee may, at its option, participate in such proceedings, and Mortgagor agrees to provide Mortgagee with any evidence that Mortgagee may seek in connection with such proceedings. Mortgagor hereby assigns to Mortgagee, as additional security, all awards of damage resulting from condemnation proceedings or the taking of or injury to the Mortgaged Property for public use, and Mortgagor agrees that the proceeds of all such awards shall be paid to Mortgagee and may be applied by Mortgagee, at its option, after the payment of all its expenses in connection with such proceedings, including reasonable attorneys' fees and expenses, to the reduction of the Liabilities hereby secured, and Mortgagee is hereby authorized, on behalf of and in the name of Mortgagor, to execute and deliver valid acquittance for and to appeal from any such award.

15. Mortgagee's Performance of Mortgagor's Obligations

Mortgagor agrees that Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor, in any form and manner deemed expedient after reasonable inquiry into the validity thereof. By way of illustration, and not in limitation of the foregoing, Mortgagee may, but need not, (a) make full or partial payments of insurance premiums or tax payments which are unpaid by Mortgagor, if any, and (b) purchase discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, proceeding, title or claim thereof, or (c) redeem all or any part of the Mortgaged Property from tax or assessment. All money paid for any of the purposes herein authorized and all other moneys advanced by Mortgagee to protect the Mortgaged Property and the lien hereof shall be additional Liabilities secured hereby and shall become immediately due and payable without notice and shall bear

interest at four percent (4%) over the Index Rate, as defined in the Mortgage Note (the "Interest Rate") until paid to Mortgagee in full. In making any payment hereby authorized relating to taxes, assessments or prior or coordinate liens or encumbrances, Mortgagee shall be the sole judge of the legality, validity and priority thereof and of the amount necessary to be paid in satisfaction thereof.

16. **Inspection**

Mortgagee, or any person designated by Mortgagee in writing, shall have the right, from time to time hereafter, to call at the Mortgaged Property (or at any other place where information relating thereto is kept or located) during reasonable business hours and without hindrance or delay, to make such inspection and verification of the Mortgaged Property, and the affairs, finances and business of Mortgagor (including all books, records and documents relating thereto) in connection with the Mortgaged Property, as Mortgagee may consider reasonable under the circumstances, and to discuss the same with any agents or employees of Mortgagor. Mortgagor shall be liable for all costs and fees related to such inspections, field audits and verifications.

17. **Default.**

Any of the following occurrences or acts shall constitute an event of default under this Mortgage ("Default") if such occurs and is not cured within any applicable cure period:

(a) the occurrence of a default or an Event of Default under the Mortgage Note (whether in payment or otherwise) or in the payment or performance of the Liabilities;

(b) the occurrence of a default or an Event of Default under the Assignment, the Environmental Indemnity or any other agreement, security agreement, assignment, instrument or other agreement made by Mortgagor in favor of Mortgagee which secures the repayment of the Mortgage Note;

(c) the occurrence of a default or an Event of Default under any guaranty related to the Mortgage Note or the Liabilities or any other agreement, security agreement, assignment, instrument or other agreement made by any guarantor in favor of Mortgagee with respect to the Mortgage Note or the Liabilities;

(d) Mortgagor shall fail to observe or perform any of Mortgagor's covenants, agreements, or obligations under this Mortgage and Mortgagor shall fail to cure such within ten (10) days after being served with written notice from Mortgagee;

(e) the occurrence of a Prohibited Transfer;

(f) the Mortgaged Property or a substantial part thereof shall have been abandoned for thirty (30) consecutive days;

(g) the failure of Continental to furnish to Mortgagee, in a form acceptable to Bank in its sole discretion, (i) as soon as available but not later than ninety (90) days

after the close of each fiscal year of Continental, financial statements of Continental, including, but not limited to, balance sheets, income statements, and statements of cash flow, prepared in accordance with GAAP, consistently applied and reviewed by a certified public accountant acceptable to Mortgagee and (ii) as soon as available but no later than the forty-five (45) day of each month, Borrower's internal financial statements for the previous month prepared in accordance with generally accepted accounting principles;

(h) the satisfaction of Borrower's Liabilities, as defined in the Loan and Security Agreement dated September 30, 1996 by and between Continental, financially interested in Mortgagor, and Mortgagee (*as amended from time to time*), with funds provided by any other financial institution than Mortgagee;

(i) any material adverse change in the financial condition of Borrower;

(j) if the Collateral or any other of Borrower's material assets are attached, seized, subjected to a writ of distress warrant, or are levied upon or become subject to any lien or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors;

(k) the insolvency, under any definition, of Borrower or the inability of Borrower to pay its respective debts as they mature;

(l) if at anytime any material statement, representation, warranty, application or agreement furnished to Bank by Borrower is false or incorrect in any material respect;

(m) if a petition under any section or chapter of the Bankruptcy Reform Act of 1978 or any similar law or regulation is filed by or against Borrower, if Borrower shall make an assignment for the benefit of creditors, if any case or proceeding is filed by or against Borrower for its dissolution or liquidation, or the appointment of a conservator for all or any portion of Borrower's assets or the Collateral; or

(n) the reasonable insecurity of Bank.

18. **Rights Upon Default.**

If any such Default shall have occurred, then, to the extent permitted by applicable law, the following provisions shall apply:

(a) All sums secured hereby shall, at the option of Mortgagee, become immediately due and payable without presentment, demand or further notice.

(b) It shall be lawful for Mortgagee to take all actions authorized under applicable law or under any other agreement or instrument delivered by Mortgagor to Mortgagee including, without limitation, the Mortgage Note.

(c) It shall be lawful for Mortgagee to (i) immediately foreclose this Mortgage; or (ii) if allowed under Illinois law at the time of such Default, immediately sell the

Mortgaged Property either in whole or in separate parcels, as prescribed by Illinois law, under power of sale, which power is hereby granted to Mortgagee to the full extent permitted by Illinois law, and thereupon, to make and execute to any purchaser(s) thereof deeds of conveyance pursuant to applicable law.

(d) If a suit is brought to foreclose this Mortgage, the court in which any proceeding is pending for the purpose of foreclosure of this Mortgage may, at once or at any time thereafter, either before or after sale, without notice and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the Liabilities secured hereby, and without regard to the value of the Mortgaged Property or the occupancy thereof as a homestead, appoint Mortgagee as a mortgagee-in-possession or appoint a receiver (*the provisions for the appointment of a receiver or mortgagee-in possession being an express condition upon which the loan hereby secured is made*) for the benefit of Mortgagee with power to collect the rents, issues and profits of the Mortgaged Property, due and to become due, during such foreclosure suit and to do all other things allowed under applicable law.

(e) Mortgagee shall, at its option, have the right, acting through its agents or attorneys, either with or without process of law, forcibly or otherwise, to enter upon and take possession of the Mortgaged Property, expel and remove any persons, goods, or chattels occupying or upon the same, to collect or receive all the rents, issues and profits thereof and to manage and control the same, and to lease the same or any part hereof, from time to time, and after deducting all reasonable attorneys' fees and expenses, and all reasonable expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged Property, apply the remaining net income upon the Liabilities or other sums secured hereby or upon any deficiency decree entered in any foreclosure proceedings.

(f) Mortgagee or its duly authorized agent shall have the right to enter upon the Mortgaged Property to inspect, appraise and/or conduct any environmental assessments of the Mortgaged Property which Mortgagee, in its sole discretion, deems necessary. All expenses incurred by Mortgagee in connection with any inspections, appraisals or environmental assessments done pursuant hereto shall be additional Liabilities secured hereby and shall become immediately due and payable without notice and shall bear interest at the Interest Rate until paid to Mortgagee in full. Nothing contained in this paragraph 18(f) shall create an affirmative duty on the part of Mortgagee, or otherwise bind Mortgagee in any respect, to conduct any such inspection, appraisal or environmental assessment.

(g) If more than one property, lot or parcel is covered by this Mortgage, and if this Mortgage is foreclosed upon, or judgment is entered upon any of the Liabilities, or if Mortgagee exercises its power of sale, execution may be made upon or Mortgagee may exercise its power of sale against any one or more of the properties, lots or parcels and not upon the others, or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and execution sales or sales by advertisement may likewise be conducted separately or concurrently, in each case at Mortgagee's election.

(h) In the event of a foreclosure of this Mortgage, the Liabilities then due the Mortgagee shall not be merged into any decree of foreclosure entered by the court, and Mortgagee may concurrently or subsequently seek to foreclose one or more mortgages which also secure said Liabilities.

19. **Foreclosure.**

In any foreclosure of this Mortgage by action, or any sale of the Mortgaged Property by advertisement, there shall be allowed (*and included in the decree for sale in the event of a foreclosure by action*), to be paid out of the rents or the proceeds of such foreclosure proceeding or sale:

(a) all of the Liabilities and other sums secured hereby which then remain unpaid;

(b) all other items advanced or paid by Mortgagee pursuant to this Mortgage, the Assignment or the Environmental Indemnity, with interest thereon at the Interest Rate from the date of advancement; and

(c) all court costs, attorneys' and paralegals' fees and expenses, appraiser's fees, advertising costs, notice expenses, expenditures for documentary and expert evidence, stenographer's charges, publication costs, and costs (*which may be estimated as to items to be expended after entry of the decree*) of procuring all abstracts of title, title searches and examinations, title guarantees, title insurance policies, Torrens certificates and similar data with respect to title which Mortgagee may deem necessary. All such expense shall become additional Liabilities secured hereby and immediately due and payable, with interest thereon at the Interest Rate, when paid or incurred by Mortgagee in connection with any proceedings, including but not limited to probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage or any indebtedness hereby secured or in connection with the preparations for the commencement of any suit for the foreclosures, whether or not actually commenced, or sale by advertisement. The proceeds of any sale (*whether through a foreclosure proceeding or Mortgagee's exercise of the power of sale*) shall be distributed and applied to the items described in (a), (b) and (c) of this paragraph, as Mortgagee may in its sole discretion determine, and any surplus of the proceeds of such sale shall be paid to Mortgagor.

20. **Rights Cumulative.**

Each remedy or right of Mortgagee shall not be exclusive of but shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall constitute a waiver of default or constitute acquiescence therein, nor shall it affect any subsequent default of the same or different nature.

21. **Execution of Additional Documents.**

Mortgagor agrees that, upon request of Mortgagee from time to time, it will execute, acknowledge and deliver all additional instruments and further assurances of title and will do or cause to be done all further acts and things as may reasonably be necessary to fully effectuate the intent of this Mortgage.

22. **WAIVER OF RIGHT OF REDEMPTION.**

MORTGAGOR REPRESENTS THAT IT HAS BEEN AUTHORIZED TO, AND MORTGAGOR DOES HEREBY, WAIVE (TO THE FULL EXTENT PERMITTED UNDER ILLINOIS LAW) ANY AND ALL STATUTORY OR EQUITABLE RIGHTS OF REDEMPTION, FOR REINSTATEMENT OR ANY OTHER RIGHT UNDER ANY "MORATORIUM LAW" ON BEHALF OF MORTGAGOR AND EACH AND EVERY PERSON, EXCEPT DECREE OR JUDGMENT CREDITORS OF MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PROPERTY SUBSEQUENT TO THE DATE HEREOF.

23. **Representation of Title.**

At the time of the delivery of this Mortgage, the Mortgagor is well seized of an indefeasible estate in fee simple in the portion of the Mortgaged Property which constitutes real property and owns good title to the portion of the Mortgaged Property which constitutes personal property and has good right, full power and lawful authority to convey and mortgage and grant a security interest in the same, in the manner and form aforesaid; that the same is free and clear of all liens, charges, easements, covenants, conditions, restrictions and encumbrances whatsoever (except as may be agreed to in advance by Mortgagee), and that, Mortgagor shall and will forever defend the title to the Mortgaged Property against the claims of all persons whatsoever.

24. **Future Advances.**

At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures as part of the Liabilities the payment of any and all loan commissions, service charges, liquidated damages, attorneys' fees, paralegals' fees, expenses and advances due to or incurred by Mortgagee in connection with the Liabilities, all in accordance with the Mortgage, and any other security documents.

25. **Non-Marshalling Provision.**

Mortgagor hereby agrees that Mortgagee shall have no obligation to marshal any collateral which secures the Liabilities, and it shall require any other of its creditors to waive any such marshalling obligation.

26. **Conditions Prevalent.**

The obligation of the Mortgagee to make the loan contemplated hereunder is subject to the following conditions precedent:

(a) Mortgagor shall have received the personal guaranty of Hughlin C. Williams (the "Guarantor") dated of even date herewith (the "Guaranty") which shall

guarantee the payment of liabilities plus certain interest and expenses, all as set forth in the Guaranty;

(b) Mortgagor shall have received the Environmental Indemnity Agreement, Assignment of Leases and Rents, Mortgage Note, and Solvency Certificate executed by Mortgagor;

(c) Mortgagee shall have received the Lease Subordination and Attornment Agreement and Fourth Amendment to Loan and Security Agreement executed by Continental Painting and Decorating, Inc.; and

(d) Mortgagee shall have received a \$6,800 restructuring fee.

27. **Miscellaneous.**

(a) Mortgagor agrees that, without affecting the liability of any person for payment of the Liabilities or affecting the lien of this Mortgage upon the Mortgaged Property or any part thereof (*other than persons or property explicitly released as a result of the exercise by Mortgagee of its rights and privileges hereunder*), Mortgagee may at any time and from time to time, without notice to any person liable for payment of any Liabilities secured hereby, extend the time, or agree to alter the terms of payment of the Liabilities.

(b) Mortgagor certifies and agrees that the proceeds of the Mortgage Note will be used for proper business purposes, and consistently with all applicable laws and statutes.

(c) Mortgagor agrees that this Mortgage is to be construed and governed by the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

(d) Upon full payment of all sums secured hereby or upon application on the Liabilities of the proceeds of any sale of the Mortgaged Property in accordance with the provisions of this Mortgage, at the time and in the manner provided, this conveyance shall be null and void and, upon demand therefore following such payment, a satisfaction of mortgage shall be provided by Mortgagee to Mortgagor.

(e) This Mortgage shall be binding upon the Mortgagor and upon the successors, assigns and vendees of the Mortgagor and shall inure to the benefit of the Mortgagee's successors and assigns. All references herein to the Mortgagor and to the Mortgagee shall be deemed to include their successors and assigns. Mortgagor's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for Mortgagor. Further, the term "Mortgage Note" as used herein

shall also be read to refer to any note executed in renewal, substitution, amendment or replacement thereto.

(f) Time is of the essence of this Mortgage, and any other document or instrument evidencing or securing the Liabilities.

(g) All notices, demands, consents, requests, approvals, undertakings or other instruments required or permitted to be given in connection with this Mortgage shall be in writing and shall be hand delivered or sent by United States registered or certified mail, return receipt requested, addressed to the address shown on page one hereof (*or such other address as specified by either party in writing*) and shall be deemed served on the date hand delivered or two days after mailing the notice if served by registered or certified mail.

(h) No modification, waiver, estoppel, amendment, discharge or change of this Mortgage or any related instrument shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, estoppel, amendment, discharge or change is sought.


(i) TO INDUCE MORTGAGEE TO ACCEPT THIS MORTGAGE, MORTGAGOR IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS MORTGAGE SHALL BE LITIGATED ONLY IN COURTS HAVING SITUS WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS. MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID COUNTY AND STATE AND HEREBY WAIVES ANY OBJECTION IT MAY HAVE BASED ON IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING BROUGHT AGAINST MORTGAGOR BY MORTGAGEE IN ACCORDANCE WITH THIS PARAGRAPH.

(j) MORTGAGOR AND MORTGAGEE IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS MORTGAGE OR ANY AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS MORTGAGE OR ANY SUCH AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this instrument is executed by Mortgagor as of the date and year first above written.

MORTGAGOR:
CP INVESTORS, L.L.C.,
a Delaware limited liability company

By: 
Name: Willst C. Williams
Title: MANAGING MEMBER

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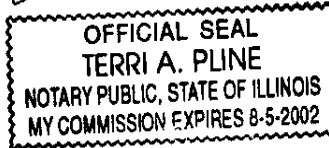
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the above County and State, do hereby certify that Hugh Williams, a President of CP INVESTORS, L.L.C., 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 before me that (s)he signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 110 day of APRIL-2002

Notary Public



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20493076

EXHIBIT A LEGAL DESCRIPTION

THE SOUTH 1/2 OF LOT 2 AND ALL OF LOTS 3, 4, 5 AND 6 (EXCEPT THE NORTH 60 FEET AND EXCEPT PART DEDICATED OR USED FOR ALLEY) IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 19 IN THE CANAL TRUSTEES SUBDIVISION OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 17-27-101-022-0000

Commonly Known As: 2225 South Wabash
Chicago, IL

Property of Cook County Clerk's Office