

This document prepared by and
Upon recordation should be returned to:
Fuchs & Roselli, Ltd.
440 West Randolph, Suite 500
Chicago, IL 60606
Attn: Susan Ghelerter, Esq.



SECOND MORTGAGE

THIS SECOND MORTGAGE ("Mortgage") is made as of the 15th day of June, 1987, by **M & R II LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP**, ("Borrower" or "Mortgagor"), to and for the benefit of **BILGER CORP., AN OHIO CORPORATION** ("Lender"):

RECITALS:

- A. Lender made a loan of in the maximum amount of One Million and 00/100 Dollars (\$1,000,000.00) (the "Loan") in favor of Borrower. The Loan is evidenced by a Revolving Credit Note (the "Note") made by Borrower payable to Lender. Unless otherwise specified herein, capitalized terms used herein shall have the same meanings as specified in the Note.
- B. Borrower is the holder of the Fee Simple interest of the Real Estate as hereinafter defined.
- C. This Mortgage is being granted as a condition of Lender making the Loan

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

Mortgagor hereby mortgages, grants, assigns, remises, releases, warrants and conveys to Lender, its successors and assigns, the real estate legally described on Exhibit A attached hereto (the "Real Estate"), including all rights, interests and privileges appertaining to land beneath the surface and all air rights to space above the surface, together with the other property described in the following paragraph (the Real Estate and such other property being hereinafter referred to as the "Premises") to secure: (i) the payment of the Loan and all interest, late charges and other indebtedness evidenced by or owing under the Note and by any extensions, modifications, renewals or refinancings thereof; (ii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Mortgagor or any other obligor to or benefitting Lender which are evidenced or secured by or otherwise provided in the Note or this Mortgage; and (iii) the reimbursement of Lender for any and all sums expended or advanced by Lender pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage, with interest thereon as provided herein or therein.

In addition to the Real Estate, the Premises hereby mortgaged includes all buildings, structures and improvements now or hereafter constructed or erected upon or located on or under the Real Estate, all tenements, easements, rights-of-way and rights used as a means of access thereto, all fixtures and appurtenances thereto now or hereafter belonging or pertaining to the Real Estate, and all rents, issues, royalties, income, revenue, proceeds, profits, security deposits and all accounts relating to the Premises and all other benefits thereof, and any after-acquired title, franchise, or license and the reversions or remainders 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), and all machinery, apparatus, equipment, appliances, floor covering, furniture, furnishings, supplies, materials, fittings, fixtures and other personal property of every kind and nature whatsoever, and all proceeds thereof, now or hereafter located thereon or therein and which is owned by Mortgagor. All of the land, estate and property hereinabove described, real, personal and mixed, whether or not affixed or annexed, 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 a 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 conveyed and mortgaged hereby; provided, however, as to any of the property aforesaid which does not so form a part and parcel of the Real Estate, this Mortgage is hereby deemed also to be a Security Agreement under the Uniform Commercial Code of the State of Illinois (the "Code") for purposes of granting a security interest in such property, which Mortgagor hereby grants to Lender, as secured party (as defined in the Code).

TO HAVE AND TO HOLD the Premises unto Lender, its successors and assigns, forever, for the purposes and uses herein set forth, together with all right to retain possession of the Premises after any Event of Default (as hereinafter defined).

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. **Title.** Mortgagor represents, warrants and covenants that (a) Mortgagor is the holder of the fee simple title to the Premises, free and clear of all liens and encumbrances, except (i) those liens and encumbrances permitted in writing by Lender (the "Permitted Exceptions") and (ii) that certain first mortgage made by LaSalle Bank National Association formerly known as LaSalle Bank FSB to secure the indebtedness not exceeding \$1,350,000.00 (the "First Mortgage"); and (b) Mortgagor has legal power and authority to mortgage and convey the Premises.

2. **Maintenance; Repair and Restoration of Improvements; Payment of Prior Liens.** Mortgagor shall: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien, except that Mortgagor shall have the right to contest by appropriate proceedings the validity or amount of any such lien if and only if Mortgagor shall, within fifteen days after the filing thereof, (i) place a bond with Lender in an amount, form, content and issued by a surety reasonably acceptable to Lender for the payment of any such lien or; (c) immediately pay when due any indebtedness which may be secured by a lien or charge on the Premises except the First Mortgage (d) comply with all requirements of law, municipal ordinances and restrictions of record with respect to the Premises and the use thereof, (e) pay each item of indebtedness secured by this Mortgage when due according to the terms of the Note; and (f) duly perform and observe all of the

covenants, terms, provisions and agreements herein, in the Note on the part of Mortgagor to be performed and observed. As used in this Paragraph and elsewhere in this Mortgage, the term "indebtedness" shall mean and include the principal sum evidenced by the Note, together with all interest thereon and all other amounts payable to Lender thereunder, and all other sums at any time secured by this Mortgage.

3. **Payment of Taxes and Assessments.** Mortgagor shall pay all general taxes, special taxes, special assessments, water charges, sewer service charges, and all other liens or charges levied or assessed against the Premises, or any interest therein, of any nature whatsoever when due and before any penalty or interest is assessed, and, at the request of Lender, shall furnish to Lender duplicate receipts of payment therefor. If any special assessment is permitted by applicable law to be paid in installments, Mortgagor shall have the right to pay such assessment in installments, so long as all such installments are paid prior to the due date thereof. Notwithstanding anything contained herein to the contrary, Mortgagor shall have the right to protest any taxes assessed against the Premises, so long as such protest is conducted in good faith by appropriate legal proceedings diligently prosecuted and Mortgagor shall furnish to the title insurer such security or indemnity as said insurer requires to induce it to issue an endorsement, in form and substance acceptable to Lender, insuring over any exception created by such protest.

4. **Tax Deposits.** If requested by Lender and not demanded of the Lender of the First Mortgage, Mortgagor covenants to deposit with Lender on the first day of each month until the indebtedness secured by this Mortgage is fully paid, a sum equal to one-twelfth (1/12th) of 105% of the annual taxes and assessments (general and special) on the Premises, as reasonably determined by Lender.

5. **Lender's Interest In and Use of Deposits** Upon the occurrence of an Event of Default, Lender may, at its option, apply any monies at the time on deposit pursuant to Paragraph 4 hereof toward any of the indebtedness secured hereby in such order and manner as Lender may elect. When such indebtedness has been fully paid, any remaining deposits shall be returned to Mortgagor. Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall not be subject to the direction or control of Mortgagor. Lender shall not be liable for any failure to apply to the payment of taxes, assessments and insurance premiums any amount so deposited unless Mortgagor, prior to the occurrence of an Event of Default, shall have requested Lender in writing to make application of such funds to the payment of such amounts, accompanied by the bills for such taxes, assessments and insurance premiums. Lender shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party.

6. **Insurance.**

(a) Mortgagor shall at all times keep all buildings, improvements, fixtures and articles of personal property now or hereafter situated on the Premises insured against loss or damage by fire and such other hazards as may reasonably be required by Lender. Mortgagor shall be the named insured under such policies and Lender shall be identified as an additional insured party. All policies of insurance to be furnished shall be in forms, with companies, in amounts and with deductibles reasonably satisfactory to Lender, with mortgagee clauses attached to all policies in favor of and in form satisfactory to Lender. Mortgagor shall deliver all policies, including additional and renewal policies, to Lender,

and, in the case of insurance about to expire, shall deliver renewal policies not less than thirty days prior to their respective dates of expiration.

(b) 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 Lender is included thereon as the loss payee or an additional insured as applicable, under a standard mortgage clause acceptable to Lender and such separate insurance is otherwise acceptable to Lender.

7. **Condemnation.** Subject to the right of the Lender of the First Mortgage ("First Mortgagee"), if all or any part of the Premises are damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid indebtedness secured by this Mortgage, is hereby assigned to Lender.

8. **Intentionally Omitted**

9. **Security Agreement.** Subject to the rights of the First Mortgagee, Mortgagor and Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Code.

(a) Upon an Event of Default hereunder, and subject to the terms of the First Mortgage, Mortgagee shall have the remedies of a secured party under the Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose, so far as Mortgagor can give authority therefor, with or without judicial process, may enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction of Mortgagor's obligations, as provided in the Code. Mortgagee will give Mortgagor at least ten (10) days' notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Mortgagor hereinafter set forth at least ten (10) days before the time of the sale or disposition. Mortgagee may buy at any public sale. Mortgagee may buy at private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations. Any such sale may be held in conjunction with any foreclosure sale of the Premises. If Mortgagee so elects, the Premises and the Collateral may be sold as one lot. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling and the reasonable attorneys' fees and legal expenses incurred by Mortgagee, shall be applied against the Indebtedness in such order or manner as Mortgagee shall select. Mortgagee will account to Mortgagor for any surplus realized on such disposition.

(b) The terms and provisions contained in this Paragraph 9, unless the context otherwise requires, shall have the meanings and be construed as provided in the Code.

10. **Intentionally Omitted**

11. **Intentionally Omitted**

12. **Lender's Performance of Defaulted Acts and Expenses Incurred by Lender.** If an Event of Default has occurred and is continuing, Lender may, but need not (i) make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient by Lender, (ii) make full or partial payments of principal or interest on prior encumbrances, if any, (iii) purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, (iv) redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment or (v) cure any default of Mortgagor in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Lender to protect the Premises or the lien hereof shall be so much additional indebtedness secured hereby, and shall become immediately due and payable by Mortgagor to Lender, upon demand, and with interest thereon at the Default Rate (as defined in the Note) then in effect. Lender's failure to act shall never be considered as a waiver of any right accruing to Lender on account of any Event of Default.

13. **Lender's Reliance on Tax Bills and Claims for Liens.** Lender, 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.

14. **Event of Default; Acceleration.** Each of the following shall constitute an "Event of Default" for purposes of this Mortgage:

(a) Mortgagor fails to pay on the date when due (i) any installment of principal or interest payable pursuant to the Note, or (ii) any other amount payable pursuant to the Note or this Mortgage;

(b) Mortgagor fails to promptly perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Mortgagor under the Note or this Mortgage; provided, however, that if such failure by its nature can be cured, then so long as the continued operation and safety of the Premises, and the priority, validity and enforceability of the lien created by the Mortgage and the value of the Premises are not impaired, threatened or jeopardized, then Mortgagor shall have a period (the "Cure Period") of thirty days after

written notice from Lender of such failure to cure the same and an Event of Default shall not be deemed to exist during the Cure Period, provided further that if Mortgagor commences to cure such failure during the Cure Period and is diligently and in good faith attempting to effect such cure, the Cure Period shall be extended for thirty additional days, but in no event shall the Cure Period be longer than sixty days in the aggregate;

(c) The existence of any inaccuracy or untruth in any material respect in any representation or warranty contained in this Mortgage or of any statement or certification as to facts delivered to Lender by Mortgagor or any guarantor of the Note;

(d) Borrower or any guarantor of the Note files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal, state, or other statute or law, or seeks or consents to or acquiesces in the appointment of any trustee, receiver or similar officer of Borrower or of all or any substantial part of the property of Borrower or any guarantor of the Note or any of the Premises;

(e) The commencement of any involuntary petition in bankruptcy against Borrower or any guarantor of the Note or the institution against Borrower or any guarantor of the Note of any reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future federal, state or other statute or law, or the appointment of a receiver, trustee or similar officer for all or any substantial part of the property of Borrower or any guarantor of the Note which shall remain undismissed or undischarged for a period of sixty days;

(f) Any Default under the First Mortgage.

If an Event of Default occurs, Lender may, at its option, declare the whole of the indebtedness hereby secured to be immediately due and payable without notice to Mortgagor, with interest thereon from the date of such Event of Default at the Default Rate.

15. Foreclosure; Expense of Litigation. Upon the occurrence of an Event of Default, Lender shall have the right to foreclose the lien hereof to satisfy the obligations secured hereby (or any part thereof) and/or exercise any right, power or remedy provided in this Mortgage.

16. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure (or partial foreclosure) sale of the Premises shall be distributed and applied in the following order of priority: first, to all costs and expenses incident to the foreclosure proceedings; second, to all other items which may under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as provided herein; third, to all principal and interest remaining unpaid on the Note; and fourth, any surplus to Mortgagor, its successors or assigns, as their rights may appear or to any other party legally entitled thereto.

17. Appointment of Receiver. Upon or at any time after the filing of a complaint to foreclose (or partially foreclose) this Mortgage, the court in which such complaint is filed shall, upon petition by Lender, appoint a receiver for the Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of

Mortgagor at the time of application for such receiver and without regard to the value of the Premises. Such receiver also shall have all other powers and rights that may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during said period, including, to the extent permitted by law, the right to lease all or any portion of the Premises for a term that extends beyond the time of such receiver's possession without obtaining prior court approval of such lease. The court from time to time may authorize the application of the net income received by the receiver in payment of (a) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, and (b) any deficiency upon a sale and deficiency.

18. Lender's Right of Possession in Case of Default.

(1) At any time after an Event of Default has occurred, Mortgagor shall, upon demand of Lender, and subject to the rights of the First Mortgagee, surrender to Lender possession of the Premises. Lender, in its discretion, may, with or without process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts relating thereto, and may exclude Mortgagor and its employees, agents or servants therefrom, and Lender may then hold, operate, manage, develop and control the Premises, either personally or by its agents, and, in connection therewith but not in limitation thereof, exercise any or all of its rights and remedies set forth in the Note. Lender shall have full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent.

19. Application of Income Received by Lender. Lender, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Lender may determine:

- (a) to the payment of the operating expenses of the Premises;
- (b) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises; and
- (c) to the payment of any indebtedness secured hereby, including any deficiency which may result from any foreclosure sale.

20. Rights Cumulative. Each right, power and remedy herein conferred upon Lender is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing under the Note or at law or in equity.

21. Lender's Right of Inspection. Lender and its representatives shall have the right to inspect the Premises and the books and records with respect thereto at all reasonable times, and access thereto shall be permitted for that purpose.

22. **Intentionally Omitted**

23. **Release Upon Payment and Discharge of Mortgagor's Obligations.** Lender shall release this Mortgage and the lien hereof by proper instrument upon payment and discharge of all indebtedness and other obligations secured hereby, including payment of all reasonable expenses incurred by Lender in connection with the execution of such release.

24. **Notices.** Any notices, communications and waivers under this Mortgage shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) sent by overnight express courier, addressed in each case as follows:

To Lender: Bilger Corporation
400 North Michigan Avenue
Chicago, Illinois 60611

With copy to: Fuchs & Roselli, Ltd.
440 West Randolph, Suite 500
Chicago, Illinois 60606
Attn: Susan Ghelerter, Esq.

To Mortgagor: M & R II, an Illinois Limited Partnership
400 North Michigan Avenue
Chicago, Illinois 60611

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

25. **Waiver of Defenses.** 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 the same in an action at law upon the Note.

26. **Waiver of Rights.** Mortgagor hereby covenants and agrees that Mortgagor shall not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. To the fullest extent permitted by law, Mortgagor, for itself and all who may claim through or under it, waives any claims based on allegations that Lender has failed to act in a commercially reasonable manner (except as otherwise expressly provided in this Mortgage) and any and all rights to have the property and estates comprising the Premises marshaled upon any foreclosure of the lien hereof and further agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety.

27. **Intentionally Omitted**

28. **Expenses Relating to Note and Mortgage.**

(a) Mortgagor will pay all expenses, charges, costs and fees relating to the Loan or necessitated by the terms of the Note or this Mortgage, including without limitation, Lender's attorneys' fees in connection with the negotiation, documentation, administration, servicing and enforcement of the Note or this Mortgage, all filing, registration and recording fees, all other expenses incident to the execution and acknowledgment of this Mortgage and all federal, state, county and municipal taxes, and other taxes (provided Mortgagor shall not be required to pay any income or franchise taxes of Lender), duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note and this Mortgage.

(b) All expenses, charges, costs and fees described in this Paragraph 28 shall be so much additional indebtedness secured hereby, shall bear interest from the date so incurred until paid at the Default Rate and shall be paid, together with said interest, by Mortgagor forthwith upon demand.

29. **Waiver of Rights of Redemption and Reinstatement.** Mortgagor hereby releases and waives, to the fullest extent permitted by law, any and all rights of reinstatement and redemption provided in the Illinois Mortgage Foreclosure Law.

30. **Compliance with Environmental Laws.** In addition to all other provisions of this Mortgage, Mortgagor, at its cost and expense, shall comply with all laws, and all rules and regulations of any governmental authority ("Agency" having jurisdiction, concerning environmental matters, including, but not limited to, any discharge (whether before or after the date of this Mortgage) into the air, waterways, sewers, soil or ground water or any substance or "pollutant".

31. **Compliance with Illinois Mortgage Foreclosure Law.**

(a) In the event that any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) (herein called "IMFL") the provisions of IMFL shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with IMFL.

32. **Miscellaneous.**

(a) **Successors and Assigns.** This Mortgage and all provisions hereof shall be binding upon and enforceable against Mortgagor and its assigns and other successors. This Mortgage and all provisions hereof shall inure to the benefit of Lender, its successors and assigns and any holder or holders, from time to time, of the Note.

(b) **Lender in Possession.** Nothing herein contained shall be construed as constituting Lender a mortgagee in possession in the absence of the actual taking of possession of the Premises by Lender pursuant to this Mortgage.

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


(d) **Jurisdiction and Venue.** Mortgagor hereby agrees that all actions or proceedings initiated by mortgagor and arising directly or indirectly out of this mortgage shall be litigated in the circuit court of Cook County, Illinois, or the United States district court for the northern district of Illinois.

(e) **Waiver of Right to Jury Trial.** Mortgagee and mortgagor acknowledge and agree that any controversy which may arise under the note or with respect to the transactions contemplated herein and therein would be based upon difficult and complex issues and therefore, the parties agree that any court proceeding arising out of any such controversy will be tried in a court of competent jurisdiction by a judge sitting without a jury.

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

M & R II LIMITED PARTNERSHIP,
an Illinois limited partnership

BY: BILGER CORPORATION, AN OHIO CORPORATION,
ITS GENERAL PARTNER

BY: 
RICHARD M. ROSS, JR., ITS PRESIDENT

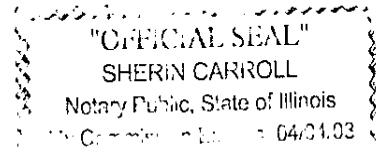
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Sherin Carroll a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Richard M. Ross, Jr.**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act.

GIVEN under my hand and notarial seal, this 25 day of June, 2002.

Sherin Carroll
NOTARY PUBLIC

(SEAL)



Property of Cook County Clerk's Office

EXHIBIT ALegal Description of Premises

PARCEL 1:

THAT PART OF LOTS 1 AND 2 OF HAPP'S SUBDIVISION OF THE SOUTH 107 ACRES OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, WHICH IS NORTH 14 DEGREES WEST, 424.83 FEET NORTHWESTERLY OF (MEASURED ALONG SAID RIGHT OF WAY LINE EXTENDED SOUTHEASTERLY) THE NORTH LINE OF THE HIGHWAY NOW KNOWN AS WINNETKA AVENUE, (WHICH NORTH LINE IS A LINE, 33.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19); THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE CONVEX EASTERLY, HAVING A RADIUS OF 5,699.65 FEET AND TANGENT TO SAID RIGHT OF WAY LINE, 50.32 FEET TO A "POINT A"; THENCE CONTINUING SOUTHEASTERLY ALONG SAID ARC, 234.14 FEET; THENCE NORTH 89 DEGREES, 02 MINUTES, 54 SECONDS WEST, 70.457 FEET; THENCE SOUTH 00 DEGREE, 52 MINUTES, 06 SECONDS WEST, 0.83 OF A FOOT; THENCE NORTH 89 DEGREES, 02 MINUTES, 54 SECONDS WEST, 19.52 FEET TO THE POINT OF INTERSECTION WITH A LINE CONNECTING "POINT A", WITH A POINT ON THE LINE OF SAID WINNETKA AVENUE, 50.00 FEET NORTHEASTERLY FROM (MEASURED AT RIGHT ANGLES TO THE CENTERLINE BETWEEN THE TWO (2) MAIN TRACKS OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AS ORIGINALLY LOCATED; THENCE SOUTHWESTERLY ALONG SAID CONNECTING LINE TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 75.00 FEET NORTHEASTERLY OF (AS MEASURED PERPENDICULARLY TO) THE CENTERLINE OF THE MAIN TRACT OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE TO A POINT, 9.50 FEET SOUTHEASTERLY (AS MEASURED PERPENDICULARLY) FROM THE CENTERLINE OF THE I. C. C. SPUR TRACK NO. 29; THENCE NORTHEASTERLY TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, 201.05 FEET NORTHWESTERLY OF THE MOST NORTHERLY CORNER OF LAND CONVEYED TO THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY DEED DATED MARCH 7, 1919 AND RECORDED AUGUST 2, 1919 AS DOCUMENT 6588646; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A STRIP OF LAND 30.00 FEET IN WIDTH SITUATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF WINNETKA ROAD, DISTANT 38.5 FEET NORTHEASTERLY (AS MEASURED PERPENDICULARLY) FROM THE CENTERLINE BETWEEN THE TWO (2) MAIN TRACKS, AS ORIGINALLY LOCATED, OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE NORTHWESTERLY PARALLEL WITH SAID CENTERLINE TO A POINT, 9.5 FEET EASTERLY AS MEASURED PERPENDICULARLY FROM THE CENTERLINE OF SAID RAILWAY COMPANY'S TRACT NO. I. C. C. 29; THENCE NORTHEASTERLY PARALLEL WITH SAID TRACT NO. I. C. C. 29 TO A POINT, 68.5 FEET NORTHEASTERLY (AS MEASURED PERPENDICULARLY) FROM SAID CENTERLINE BETWEEN THE TWO (2) MAIN TRACKS; THENCE SOUTHEASTERLY PARALLEL WITH SAID CENTERLINE BETWEEN THE TWO (2) MAIN TRACKS TO SAID NORTH LINE OF WINNETKA ROAD; THENCE WEST ALONG SAID NORTH LINE OF WINNETKA ROAD TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Legal Description of Premises

PARCEL 3:

THAT PART OF LOT 20 IN BERGER'S FIFTH RESUBDIVISION OF LOT 18 OF BERGER'S FOURTH RESUBDIVISION OF PART OF LOT 10 AND ALL OF LOT 11 IN BERGER'S INDUSTRIAL PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTHWESTERLY, 60.00 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT; THENCE SOUTHEASTERLY, 144.853 FEET ALONG A LINE DRAWN PERPENDICULARLY TO THE LAST DESCRIBED LINE TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID LOT; THENCE NORTHERLY, 156.788 FEET ALONG SAID EASTERLY LINE TO THE HEREIN DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

PART OF LOTS 1 AND 2 OF HAPP'S SUBDIVISION OF THE SOUTH 107 ACRES OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EASTERLY RIGHT OF WAY LINE OF CHICAGO AND NORTHWESTERN RAILWAY COMPANY, WHICH IS 424.83 FEET NORTHWESTERLY OF THE NORTH LINE OF THE HIGHWAY KNOWN AS WINNETKA AVENUE, (WHICH NORTH LINE IS A LINE, 33.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN), MEASURED ALONG SAID RIGHT OF WAY LINE EXTENDED SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX EASTERLY, HAVING A RADIUS OF 5699.65 FEET AND TANGENT TO THE SAID RIGHT OF WAY LINE, 50.32 FEET TO THE POINT, WHICH IS THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE CONTINUING SOUTHEASTERLY ON THE LAST DESCRIBED CURVED LINE, 371.04 FEET TO THE NORTH LINE OF SAID HIGHWAY; THENCE WEST ALONG THE NORTH LINE OF SAID HIGHWAY 138.69 FEET TO A POINT, WHICH IS 50.00 FEET NORTHEASTERLY FROM (MEASURED AT RIGHT ANGLES TO) THE CENTERLINE BETWEEN THE TWO (2) MAIN TRACKS OF CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AS ORIGINALLY LOCATED; THENCE NORTHEASTERLY ON A STRAIGHT LINE, 368.86 FEET TO THE POINT OF BEGINNING; EXCEPT FROM SAID TRACT THAT PART THEREOF LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID TRACT AT A POINT, 234.14 FEET SOUTHEASTERLY OF THE POINT OF BEGINNING OF SAID TRACT, (AS MEASURED ON THE NORTHEASTERLY LINE OF SAID TRACT); THENCE NORTH 89 DEGREES, 02 MINUTES, 54 SECONDS WEST, 70.457 FEET; THENCE SOUTH 00 DEGREE, 57 MINUTES, 06 SECONDS WEST, 0.83 OF A FOOT; THENCE NORTH 89 DEGREES, 02 MINUTES, 54 SECONDS WEST, 19.52 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID TRACT; ALSO

EXCEPTING FROM SAID PARCEL 4 THAT PART FALLING WITHIN PARCEL 2, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1775 WINNETKA AVENUE, NORTHFIELD, ILLINOIS 60093

PERMANENT INDEX NUMBERS: 05-19-324-035, 05-19-324-036, 05-19-324-060, 05-19-324-061