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Cook County Recorder 92.00



Prepared by:

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Post Office Box 9848
Savannah, Georgia 31412-0948

Recording requested by,
and after recording, return to:

General Electric Capital BAF Corporation
Attn: Middle Market Risk
10900 Northeast Fourth Street, Suite 500
Bellevue, Washington 98004

Loan Number: 2402995-102

Tax Identification No. 08-34-101-041-0000

MAXIMUM PRINCIPAL INDEBTEDNESS NOT TO EXCEED \$14,250,214.97

MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS,
AND FIXTURE FILING

(1501 Tonne Road, Elk Grove Village, Cook County, Illinois)

THIS MORTGAGE (herein "Instrument"), made as of August 30, 2002, by the Mortgagor, THE NORAN COMPANY, a California general partnership, whose address is 2503 East Vernon Avenue, Los Angeles, California 90058 (herein "Borrower"), in favor of the Mortgagee, GENERAL ELECTRIC CAPITAL BUSINESS ASSET FUNDING CORPORATION, a Delaware corporation, whose address is 10900 Northeast Fourth Street, Suite 500, Bellevue, Washington 98004, Attention: Middle Market Risk (herein "Mortgagee"),

WITNESSETH:

THAT, WHEREAS, Borrower is justly indebted to Mortgagee in the principal sum of \$686,500, pursuant to a certain Promissory Note of even date herewith, more particularly described below,

BOX 333-CT

1 of 4 LHMES 803-20256-D1

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500

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Property of Cook County Clerk's Office

10-10-10

NOW, THEREFORE, in consideration of the indebtedness herein recited, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower irrevocably conveys, grants, bargains, sells, warrants and mortgages unto Mortgagee, as a second lien subject to the mortgage described in Schedule 1 hereto (the "Prior Mortgage") all of Borrower's right, title and interest, now owned or hereafter acquired, including any reversion or remainder interest, in the real property located in the City of Elk Grove Village, County of Cook, State of Illinois, commonly known as 1501 Tonne Road, and more particularly described on Exhibit A attached hereto and incorporated herein including all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, tenements, hereditaments, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property (collectively "Premises");

TOGETHER with all of Borrower's estate, right, title and interest, now owned or hereafter acquired, in, under and to:

(a) all buildings, structures, improvements, parking areas, landscaping, equipment, fixtures and articles of property now or hereafter erected on, attached to, or used or adapted for use in the operation of the Premises; including but without being limited to, all heating, air conditioning and incinerating apparatus and equipment; all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, water heaters, ranges, cooking apparatus and mechanical kitchen equipment, refrigerators, freezers, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, carpeting, floor coverings, underpadding, elevators, escalators, partitions, mantels, built-in mirrors, window shades, blinds, draperies, screens, storm sash, awnings, signs, furnishings of public spaces, halls and lobbies, and shrubbery and plants, and including also all interest of any owner of the Premises in any of such items hereafter at any time acquired under conditional sale contract, chattel mortgage or other title retaining or security instrument, all of which property mentioned in this clause (a) shall be deemed part of the realty covered by this Instrument and not severable wholly or in part without material injury to the freehold of the Premises (all of the foregoing together with replacements and additions thereto are referred to herein as "Improvements"); and

(b) all compensation, awards, damages, rights of action and proceeds, including interest thereon and/or the proceeds of any policies of insurance thereon, arising out of or relating to a (i) taking or damaging of the Premises or Improvements thereon by reason of any public or private improvement, condemnation proceeding (including change of grade), sale or transfer in lieu of condemnation, or fire, earthquake or other casualty, or (ii) any injury to or decrease in the value of the Premises or the Improvements for any reason whatsoever;

(c) return premiums or other payments upon any insurance any time provided with respect to the Premises, Improvements, and other collateral described herein for the benefit of or naming Mortgagee, and refunds or rebates of taxes or assessments on the Premises;

(d) all written and oral leases and rental agreements (including extensions, renewals and subleases; all of the foregoing shall be referred to collectively herein as the "Leases") now or hereafter affecting the Premises including, without limitation, all rents, issues, income, profits and other revenues and income therefrom and from the renting, leasing or bailment of Improvements and equipment, all guaranties of tenants' performance under the Leases, and all rights and claims of any kind that Borrower may have against any tenant under the Leases or in connection with the termination or rejection of the Leases in a bankruptcy or insolvency proceeding;

(e) plans, specifications, contracts and agreements relating to the design or construction of the Improvements; Borrower's rights under any payment, performance, or other bond in connection with the design or construction of the Improvements; all landscaping and construction

materials, supplies, and equipment used or to be used or consumed in connection with construction of the Improvements, whether stored on the Premises or at some other location; and contracts, agreements, and purchase orders with contractors, subcontractors, suppliers, and materialmen incidental to the design or construction of the Improvements;

(f) all contracts, deposit accounts, accounts, instruments (including promissory notes), chattel paper (whether tangible or intangible), letter of credit rights, commercial tort claims, securities and all other investment property, all rights, claims or causes of action pertaining to or affecting the Premises or the Improvements, including, without limitation, all supporting obligations and any and all proceeds thereof, all options or contracts to acquire other property for use in connection with operation or development of the Premises or Improvements, management contracts, service or supply contracts, deposits, bank accounts, general intangibles (including without limitation trademarks, trade names and symbols, including payment intangibles and software), permits, licenses, franchises and certificates, and all commitments or agreements, now or hereafter in existence, intended by the obligor thereof to provide Borrower with proceeds to satisfy the loan evidenced hereby or improve the Premises or Improvements, and the right to receive all proceeds due under such commitments or agreements including refundable deposits and fees;

(g) all books, records, surveys, reports and other documents related to the Premises, the Improvements, the Leases, or other items of collateral described herein; and

(h) all additions, accessions, replacements, substitutions, proceeds and products of the real and personal property, tangible and intangible, described herein.

All of the foregoing described collateral is exclusive of any equipment, inventory, furniture, furnishings or trade fixtures owned and supplied by tenants of the Premises. The Premises, the Improvements, the Leases and all of the rest of the foregoing property are herein referred to as the "Property."

TO HAVE AND TO HOLD the above-described Property unto Mortgagee and its successors and assigns forever.

TO SECURE TO Mortgagee (a) the repayment of the indebtedness evidenced by Borrower's note dated of even date herewith in the principal sum of Six Hundred Eighty-Six Thousand Five Hundred and no hundredths Dollars (\$686,500.00), with interest thereon at the initial rate of 7.58% per annum until default and thereafter as set forth in the note, and all renewals, extensions and modifications thereof (herein "Note"); (b) the repayment of any future advances, with interest thereon, made by Mortgagee to Borrower pursuant to Section 28 hereof (herein "Future Advances"); (c) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Instrument or to fulfill any of Borrower's obligations hereunder or under the other Loan Documents (as defined below); (d) the performance of the covenants and agreements of Borrower contained herein or in the other Loan Documents; (e) the repayment of all sums now or hereafter owing to Mortgagee by Borrower pursuant to any instrument which recites that it is secured hereby; and (f) the repayment of all sums now or hereafter owing to Mortgagee pursuant to the promissory notes described in Schedule 2 attached hereto (the "Other Notes"). The indebtedness and obligations described in clauses (a)-(f) above are collectively referred to herein as the "Indebtedness." The Note, this Instrument, and all other documents evidencing, securing or guaranteeing the Indebtedness (except any Certificate and Indemnity Agreement Regarding Hazardous Substances), as the same may be modified or amended from time to time, are referred to herein as the "Loan Documents." The terms of the Note secured hereby may provide that the interest rate or payment terms or balance due may be indexed, adjusted, renewed, or renegotiated from time to time, and this Instrument shall continue to secure the Note notwithstanding any such indexing, adjustment, renewal or renegotiation.

Borrower represents and warrants that Borrower has good and indefeasible title to, and has the right to grant, convey and assign an indefeasible fee simple estate in, the Premises, Improvements, and Leases, and the right to convey the Property, that the Property is unencumbered except for the Prior Mortgage and as otherwise disclosed in writing to and approved by Mortgagee prior to the date hereof, and that Borrower will warrant and forever defend unto Mortgagee the title to the Property against all claims and demands, subject only to the Prior Mortgage and other permitted exceptions set forth in Schedule 1 attached hereto.

Borrower represents, warrants, covenants and agrees for the benefit of Mortgagee as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the Indebtedness, any prepayment and other charges provided in the Loan Documents and all other sums secured by this Instrument.

2. FUNDS FOR TAXES, INSURANCE AND OTHER CHARGES. Upon the occurrence of an Event of Default (hereinafter defined), and at Mortgagee's sole option at any time thereafter, if Mortgagee has not required an escrow for such sums under Section 2 of the Prior Mortgage (as defined in Schedule 1 hereto) Borrower shall pay in addition to each monthly payment on the Note, one-twelfth of the annual real estate taxes, insurance premiums, assessments, water and sewer rates, ground rents and other charges (herein "Impositions") payable with respect to the Property (as estimated by Mortgagee in its sole discretion), to be held by Mortgagee without interest to Borrower, for the payment of such obligations.

If the amount of such additional payments held by Mortgagee ("Funds") at the time of the annual accounting thereof shall exceed the amount deemed necessary by Mortgagee to provide for the payment of Impositions as they fall due, such excess shall be at Borrower's option, either repaid to Borrower or credited to Borrower on the next monthly installment or installments of Funds due. If at any time the amount of the Funds held by Mortgagee shall be less than the amount deemed necessary by Mortgagee to pay Impositions as they fall due, Borrower shall pay to Mortgagee any amount necessary to make up the deficiency within thirty (30) days after notice from Mortgagee to Borrower requesting payment thereof.

Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Mortgagee may apply, in any amount and in any order as Mortgagee shall determine in Mortgagee's sole discretion, any Funds held by Mortgagee at the time of application (i) to pay Impositions which are now or will hereafter become due, or (ii) as a credit against sums secured by this Instrument. Upon payment in full of all sums secured by this Instrument, Mortgagee shall refund to Borrower any Funds held by Mortgagee.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, each complete installment payment received by Mortgagee from Borrower under the Note or this Instrument shall be applied by Mortgagee first in payment of amounts payable to Mortgagee by Borrower under Section 2 hereof, then to interest payable on the Note, then to principal of the Note, and then to interest and principal on any Future Advances in such order as Mortgagee, at Mortgagee's sole discretion, shall determine. Upon the occurrence of an Event of Default, Mortgagee may apply, in any amount and in any order as Mortgagee shall determine in Mortgagee's sole discretion, any payments received by Mortgagee under the Note or this Instrument. Any partial payment received by Mortgagee shall, at Mortgagee's option, be held in a non-interest bearing account until Mortgagee receives funds sufficient to equal a complete installment payment.

4. CHARGES, LIENS. Borrower shall pay all Impositions attributable to the Property in the manner provided under Section 2 hereof or, if not paid in such manner, by Borrower making payment, prior to delinquency, directly to the payee thereof, or in such other manner as Mortgagee may designate in writing. If requested by Mortgagee, Borrower shall promptly furnish to Mortgagee all notices of Impositions which become due, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Mortgagee receipts evidencing such payments. Borrower shall promptly discharge any lien (other than the lien of current real estate taxes not yet due or payable) which has, or may have, priority over or equality with, the lien of this Instrument, and Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property (subject to Borrower's right to contest such lien in good faith, provided, however, that such contest enjoins foreclosure or enforcement of such lien during the pendency of the content). Without Mortgagee's prior written permission, Borrower shall not allow any lien inferior to this Instrument to be perfected against the Property. If any lien inferior to this Instrument is filed against the Property without Mortgagee's prior written permission and without the consent of Borrower, Borrower shall, within thirty (30) days after receiving notice of the filing of such lien, cause such lien to be bonded off or otherwise released of record and deliver evidence of such release to Mortgagee.

5. INSURANCE. Borrower shall obtain and maintain the following types of insurance upon and relating to the Property:

(a) "All Risk" property and fire insurance (with extended coverage endorsement including malicious mischief and vandalism) in an amount not less than the full replacement value of the Property (with a deductible not to exceed \$5,000), naming Mortgagee under a Mortgagee's loss payable endorsement (form 438BFU or equivalent), naming Mortgagee as mortgagee and loss payee and including agreed amount, inflation guard, replacement cost and waiver of subrogation endorsements;

(b) Commercial general liability insurance in an amount not less than \$2,000,000 per occurrence and on an occurrence basis, insuring against personal injury, death and property damage and naming Mortgagee as additional insured;

(c) Business interruption insurance or rent-loss insurance, as applicable, covering loss of rental or other income (including all expenses payable by tenants) for up to twelve (12) months;

(d) Boiler and machinery coverage for mechanical and electrical failure;

(e) Flood hazard insurance with respect to the Property in amounts not less than the maximum limit of coverage then available with respect to the Property or the amount of the Indebtedness, whichever is less if the Property is located in an area designated by the Federal Emergency Management Act or is hereafter designated or identified as an area having special flood hazards by the Department of Housing and Urban Development or such other official as shall from time to time be authorized by federal or state law to make such designation pursuant to any national or state program of flood insurance; and

(f) Such other types of insurance or endorsements to existing insurance as may be required from time to time by Mortgagee in accordance with its standard commercial lending practices.

Upon the request of Mortgagee, Borrower shall increase the coverages under any of the insurance policies required to be maintained hereunder or otherwise modify such policies in accordance with Mortgagee's standard commercial lending practices. All of the insurance policies required hereunder shall be issued by corporate insurers licensed to do business in the state in which the Property is located and rated A:X or better by A.M. Best Company, and shall be in form acceptable to Mortgagee. Certificates of all insurance required to be maintained hereunder shall be delivered to

Mortgagee, along with evidence of payment in full of all premiums required thereunder, contemporaneously with Borrower's execution of this Instrument. All such certificates shall be in form acceptable to Mortgagee and shall require the insurance company to give to Mortgagee at least thirty (30) days' prior written notice before canceling the policy for any reason or materially amending it. Certificates evidencing all renewal and substitute policies of insurance shall be delivered to Mortgagee, along with evidence of the payment in full of all premiums required thereunder, at least fifteen (15) days before termination of the policies being renewed or substituted. If any loss shall occur at any time when Borrower shall be in default hereunder, Mortgagee shall be entitled to the benefit of all insurance policies held or maintained by Borrower, to the same extent as if same had been made payable to Mortgagee, and upon foreclosure hereunder, Mortgagee shall become the owner thereof. If Borrower fails to procure and maintain any insurance required under this Instrument, Mortgagee may (but shall not be obligated to) procure and maintain such insurance, at Borrower's expense, in the amounts provided above or in such lesser amounts as Mortgagee may deem appropriate, in order to protect Mortgagee's interest in the Property. Such insurance purchased by Mortgagee may, but need not, protect Borrower's interest in the Property. Such insurance purchased by Mortgagee may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Property. Borrower may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence acceptable to Mortgagee that Borrower has obtained and paid for such insurance as required under this Instrument. If Mortgagee procures and maintains such insurance, Borrower shall be responsible for the costs of such insurance, including interest as described in Section 8 below and any other charges that Mortgagee may impose in connection with the placement of such insurance, until the effective date of the cancellation or expiration of such insurance. All such costs, interest and charges shall become immediately due and payable by Borrower and shall be secured by this Instrument. Such costs may be more than the cost of insurance Borrower may be able to obtain on its own.

If any act or occurrence of any kind or nature (including any casualty for which insurance was not obtained or obtainable) shall result in damage to or destruction of the Property (such event being called a "Loss"), Borrower will give prompt written notice thereof to Mortgagee. All insurance proceeds paid or payable in connection with any Loss shall be paid to Mortgagee. If (i) no Event of Default has occurred and is continuing hereunder, (ii) Borrower provides evidence satisfactory to Mortgagee of (A) its ability to pay all amounts becoming due under the Note during the pendency of any restoration or repairs to or replacement of the Property (which evidence may include reference to rent-loss or business-interruption insurance), and (B) its ability under applicable zoning requirements (including applicable variances and non-conforming use permits) fully and completely to restore, repair, or replace the Property to its value, condition, and character prior to such loss (iii) the available insurance proceeds (together with any deposit posted by Borrower to augment any deficiency in such proceeds) are, in Mortgagee's judgment, sufficient fully and completely to restore, repair or replace the Property and (iv) Borrower provides evidence satisfactory to Mortgagee that none of the tenants of the Property will terminate its Lease as a result of either the Loss or the repairs to or replacement of the Property, Borrower shall have the right to apply all insurance proceeds received in connection with such Loss either (a) to restore, repair, replace and rebuild the Property as nearly as possible to its value, condition and character immediately prior to such Loss, or (b) to the payment of the Indebtedness in such order as Mortgagee may elect. If an Event of Default has occurred and is continuing hereunder at the time of such Loss, if Mortgagee determines that Borrower will be unable to pay all amounts becoming due under the Note during the pendency of any restoration or repairs to or replacement of the Property, if the available insurance proceeds are insufficient, in Mortgagee's judgment, to fully and completely restore, repair or replace the Property or if Mortgagee has reason to believe that one or more tenants of the Property will terminate its lease as a result of either the Loss or the repairs to or replacement of the Property, or if less than six (6) months remain until maturity of the Note, then all of the insurance proceeds payable with respect to such Loss will be applied to the payment of the Indebtedness, or if so instructed by Mortgagee, such insurance proceeds shall be made available to Borrower, and Borrower will promptly, at Borrower's sole cost and expense and regardless of whether

sufficient insurance proceeds shall be available, commence to restore, repair, replace and rebuild the Property as nearly as possible to its value, condition, character immediately prior to such Loss. Borrower shall diligently prosecute any restoration, repairs or replacement of the Property undertaken by or on behalf of Borrower pursuant to this Section 5. All such work shall be conducted pursuant to written contracts approved by Mortgagee in writing, which approval shall not be unreasonably withheld. Notwithstanding anything contained herein to the contrary, in the event the insurance proceeds received by Mortgagee following any Loss are insufficient in Mortgagee's judgment to fully and completely restore, repair or replace the Property, and if Borrower has complied with all of the other conditions described in this Section 5, Borrower may elect to restore, repair or replace the Property if it first deposits with Mortgagee such additional sums as Mortgagee determines are necessary in order to fully and completely restore, repair or replace the Property. In the event any insurance proceeds remain following the restoration, repair or replacement of the Property, such proceeds shall be disbursed to Borrower, to the extent that no Event of Default shall have occurred and be continuing and to the extent any deposit was required to augment a shortfall in proceeds, and thereafter shall be applied to the Indebtedness in such order as Mortgagee may elect.

In the event that insurance proceeds shall be made available for the repair, replacement, and/or reconstruction of the Property, Mortgagee may require that such proceeds be disbursed through an escrow with a title insurance company acceptable to Mortgagee, against Borrower's furnishing to Mortgagee such construction contracts, plans, building permits, lien waivers, contractor's affidavits, endorsements to Mortgagee's policy of title insurance, builder's risk insurance, and other documents, instruments, and information as Mortgagee may reasonably require in accordance with standard construction-lending practices.

Borrower waives any and all right to claim or recover against Mortgagee or its officers, employees, agents and representatives, for loss of or damage to Borrower, the Property, Borrower's property or the property of others under Borrower's control from any cause insured against or required to be insured against under this Section 5.

6. PRESERVATION AND MAINTENANCE OF PROPERTY. Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) (subject to the provisions of Section 5) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, reasonable wear and tear excepted, or such other value, condition or character as Mortgagee may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including all improvements, fixtures, equipment, machinery and appliances thereon, in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, (f) if all or part of the Property is for rent or lease, then Mortgagee, at its option after the occurrence of an Event of Default, may require Borrower to provide for professional management of the Property by a property manager satisfactory to Mortgagee pursuant to a contract approved by Mortgagee in writing, unless such requirement shall be waived by Mortgagee in writing, (g) shall generally operate and maintain the Property in a manner to ensure maximum rentals, and (h) shall give notice in writing to Mortgagee of and, unless otherwise directed in writing by Mortgagee, appear in and defend any action or proceeding purporting to affect the Property, the security of this Instrument or the rights or powers of Mortgagee hereunder. Notwithstanding the foregoing, the provisions of (f) and (g) above shall not supply for so long as C.R. Laurence Co., Inc., is the tenant of the Improvements. Neither Borrower nor any tenant or other person, without the written approval of Mortgagee, shall remove, demolish or alter any improvement now existing or hereafter erected on the Property or any fixture, equipment, machinery or appliance in or on the Property except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind.

Borrower represents, warrants and covenants that, to the best of its knowledge, the Property is and shall be in material compliance with the Americans with Disabilities Act of 1990 and all of the regulations promulgated thereunder, as the same may be amended from time to time.

7. USE OF PROPERTY. Unless required by applicable law or unless Mortgagee has otherwise agreed in writing, Borrower shall not allow changes in the use for which all or any part of the Property was intended at the time this Instrument was executed. Borrower shall not, without Mortgagee's prior written consent, (i) initiate or acquiesce in a change in the zoning classification (including any variance under any existing zoning ordinance applicable to the Property), (ii) permit the use of the Property to become a non-conforming use under applicable zoning ordinances, (iii) file any subdivision or parcel map affecting the Property, or (iv) amend, modify or consent to any easement (except utility easements which do not interfere with the current use of the Property) or covenants, conditions and restrictions pertaining to the Property.

8. PROTECTION OF MORTGAGEE'S SECURITY. Upon the occurrence of an Event of Default or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Mortgagee therein, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Mortgagee at Mortgagee's option may make such appearances, disburse such sums and take such action as Mortgagee deems necessary, in its sole discretion, to protect Mortgagee's interest, including, but not limited to, (i) disbursement of attorneys' fees, (ii) entry upon the Property to make repairs, and (iii) procurement of satisfactory insurance as provided in Section 5 hereof.

Any amounts disbursed by Mortgagee pursuant to this Section 8, with interest thereon, shall become additional Indebtedness of Borrower secured by this Instrument. Unless Borrower and Mortgagee agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Note as applicable after default. Borrower hereby covenants and agrees that Mortgagee shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the Indebtedness. Nothing contained in this Section 8 shall require Mortgagee to incur any expense or take any action hereunder.

9. INSPECTION. Mortgagee may make or cause to be made reasonable entries upon the Property to inspect the interior and exterior thereof. Such entries shall be upon reasonable notice, except in cases of emergency or if there exists an uncured Event of Default.

10. FINANCIAL DATA. Borrower will furnish to Mortgagee, and will cause any corporate guarantor of the Indebtedness to furnish Mortgagee on request, within ninety (90) days after the close of its fiscal year (i) annual balance sheet and profit and loss statements prepared in accordance with generally accepted accounting principles and practices consistently applied and, if Mortgagee so requires, accompanied by the annual audit report of an independent certified public accountant reasonably acceptable to Mortgagee, (ii) an annual operating statement, together with a complete rent roll and other supporting data reflecting all material information with respect to the operation of the Property and Improvements, and (iii) all other financial information and reports that Mortgagee may from time to time reasonably request, including, if Mortgagee so requires, income tax returns of Borrower, Borrower's general partners, and any guarantor of any portion of the Indebtedness, and financial statements of any tenants designated by Mortgagee. Mortgagee acknowledges that, at present, Borrower has a separate, cash-basis, compiled financial statement (unaudited) and a combined, audited statement which includes C.R. Laurence Co., Inc. These forms are hereby stated to be acceptable for purposes of this Section.

11. CONDEMNATION. If the Property, or any part thereof, shall be condemned for any reason, including without limitation fire or earthquake damage, or otherwise taken for public or quasi-

public use under the power of eminent domain, or be transferred in lieu thereof, all damages or other amounts awarded for the taking of, or injury to, the Property shall be paid to Mortgagee who shall have the right, in its sole and absolute discretion, to apply the amounts so received against (a) the costs and expenses of Mortgagee, including reasonable attorneys' fees incurred in connection with collection of such amounts, and (b) the balance against the Indebtedness; provided, however, that if (i) no Event of Default shall have occurred and be continuing hereunder, (ii) Borrower provides evidence satisfactory to Mortgagee of its ability to pay all amounts becoming due under the Note during the pendency of any restoration or repairs to or replacement of the Property, (iii) Mortgagee determines, in its sole discretion, that the proceeds of such award are sufficient to restore, repair, replace and rebuild the Property as nearly as possible to its value, condition and character immediately prior to such taking (or, if the proceeds of such award are insufficient for such purpose, if Borrower provides additional sums to Mortgagee's satisfaction so that the aggregate of such sums and the proceeds of such award will be sufficient for such purpose), and (iv) Borrower provides evidence satisfactory to Mortgagee that none of the tenants of the Property will terminate their lease agreements as a result of either the condemnation or taking or the repairs to or replacement of the Property, the proceeds of such award, together with additional sums provided by Borrower, shall be placed in a separate account for the benefit of Mortgagee and Borrower to be used to restore, repair, replace and rebuild the Property as nearly as possible to its value, condition and character immediately prior to such taking. All work to be performed in connection therewith shall be pursuant to a written contract therefor, which contract shall be subject to the prior approval of Mortgagee. To the extent that any funds remain after the Property has been so restored and repaired, the same shall be applied against the Indebtedness in such order as Mortgagee may elect. To enforce its rights hereunder, Mortgagee shall be entitled to participate in and control any condemnation proceedings and to be represented therein by counsel of its own choice, and Borrower will deliver, or cause to be delivered to Mortgagee such instruments as may be requested by it from time to time to permit such participation. (Notwithstanding the use of the word "control" in the foregoing sentence, if no Event of Default shall have occurred and be continuing, Mortgagee will not settle any condemnation proceeding without Borrower's concurrence. In the event Mortgagee, as a result of any such judgment, decree or award, believes that the payment or performance of any of the Indebtedness is impaired, Mortgagee may declare all of the Indebtedness immediately due and payable.

12. BORROWER AND LIEN NOT RELEASED From time to time, Mortgagee may, at Mortgagee's option, without giving notice to or obtaining the consent of Borrower, Borrower's successors or assigns or of any junior lienholder or guarantors, without liability on Mortgagee's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Instrument, extend the time for payment of the Indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of the Indebtedness, accept an extension or modification or renewal note or notes therefor, agree in writing with Borrower to modify the terms and time of payment of the Indebtedness, release from the lien of this Instrument any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Borrower to modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable thereunder. Any actions taken by Mortgagee pursuant to the terms of this Section 12 shall not affect the obligation of Borrower or Borrower's successors or assigns to pay the sums secured by this Instrument and to observe the covenants of Borrower contained herein, shall not affect the guaranty of any person, corporation, partnership or other entity for payment of the Indebtedness, and shall not affect the lien or priority of the lien hereof on the Property. Borrower shall pay Mortgagee a service charge, together with such title insurance premiums and attorneys' fees as may be incurred at Mortgagee's option, for any such action if taken at Borrower's request.

13. FORBEARANCE BY MORTGAGEE NOT A WAIVER. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any other right or remedy. The acceptance by Mortgagee

of payment of any sum secured by this Instrument after the due date of such payment shall not be a waiver of Mortgagee's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the Indebtedness secured by this Instrument, nor shall Mortgagee's receipt of any awards, proceeds or damages under Sections 5 and 11 hereof operate to cure or waive Borrower's default in payment of sums secured by this Instrument.

14. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Instrument is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants and conveys to Mortgagee a first and prior security interest in all of the Property that constitutes personalty ("Collateral", for purposes of this Section 14), whether now owned or hereafter acquired. Borrower agrees that Mortgagee may file this Instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Collateral. Any reproduction of this Instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Borrower shall execute and deliver to Mortgagee, upon Mortgagee's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Instrument in such form as Mortgagee may require to perfect a security interest with respect to the foregoing items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all costs and expenses of any record searches for financing statements Mortgagee may require.

Borrower expressly warrants and covenants:

- (a) Except for the security interest granted hereby, Borrower is the owner of the Collateral free from any lien, security interest or encumbrance. Borrower understands that any further encumbrance of the Collateral is prohibited. Borrower shall defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.
- (b) The Collateral is used or bought primarily for use in the business of Borrower and not for consumer purposes.
- (c) Borrower's business address is as stated above. The Collateral is located at or on or is used or owned for or in connection with the Premises and other Property.
- (d) Borrower shall promptly notify Mortgagee of any change in the location of the Collateral or any change in Borrower's principal place of business.
- (e) Borrower shall pay when due, prior to delinquency, all taxes and assessments of every nature which may be levied or assessed against the Collateral.
- (f) Except for liens in favor of Mortgagee, without Mortgagee's prior written consent, Borrower shall not permit or allow any lien, security interest or encumbrance whatsoever upon the Collateral and shall not permit the Collateral to be attached or replevied. Mortgagee's consent to a junior lien by an entity owned by, or under common control with, Mortgagee shall not be unreasonably withheld.
- (g) The Collateral is in good condition and Borrower shall keep the Collateral in good condition (reasonable wear and tear excepted) and from time to time, forthwith,

replace and repair all such parts of the Collateral as may be broken, worn out, or damaged without allowing any lien to be created upon the Collateral on account of such replacement or repairs. Mortgagee may examine and inspect the Collateral at any time, wherever located, subject to reasonable prior notice.

- (h) Borrower will not use the Collateral in violation of any applicable statutes, regulations or ordinances.
- (i) Notwithstanding anything else contained herein to the contrary, if any personal property for use on the Property will be leased to Borrower, Mortgagee's interest therein shall be subordinate to lessor's interest therein.

Until the occurrence of an Event of Default, Borrower may have possession of the Collateral and use it in any lawful manner, and upon the occurrence of an Event of Default Mortgagee shall have the immediate right to the possession of the Collateral.

Upon the occurrence of an Event of Default, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code, and Mortgagee may also invoke the remedies provided in Section 26 of this Instrument as to such items. In exercising any of said remedies Mortgagee may proceed to the full extent permitted by law against the items of real property and any items of Collateral specified above separately or together and in any order whatsoever, without in any way affecting the availability of Mortgagee's remedies under the Uniform Commercial Code or of the remedies provided in Section 26 of this Instrument. Within ten (10) days following any request therefor by Mortgagee, Borrower shall prepare and deliver to Mortgagee a written inventory specifically listing all of the Collateral covered by the security interest herein granted, which inventory shall be certified by Borrower as being true, correct, and complete.

FIXTURE FILING. The following information is provided in order that this Instrument shall comply with the requirements of the Uniform Commercial Code, as enacted in the State of Illinois, for instruments to be filed as financing statements and with other requirements of applicable law:

- (a) Name of Borrower (Debtor): THE NORAN COMPANY
Address of Borrower: 2503 East Vermont Avenue
Los Angeles, California 90058
Attention: Lloyd Talbert
- (b) Name of Mortgagee (Secured Party): GENERAL ELECTRIC CAPITAL BUSINESS
ASSET FUNDING CORPORATION
Address of Mortgagee: 10900 Northeast Fourth Street, Suite 500
Bellevue, Washington 98004
Attention: Middle Market Risk
- (c) Record Owner of Real Estate
Described on Exhibit A hereto: BORROWER
- (d) Jurisdiction of Organization: CALIFORNIA
- (e) Federal Tax ID No.: 95-6468105

15. **LEASES OF THE PROPERTY.** Borrower shall comply with and observe Borrower's obligations as landlord under all Leases of the Property or any part thereof. All Leases now or hereafter

entered into will be in form and substance subject to the approval of Mortgagee. All Leases of the Property shall specifically provide that such Leases are subordinate to this Instrument; that the tenant attorns to Mortgagee, such attornment to be effective upon Mortgagee's acquisition of title to the Property; that the tenant agrees to execute such further evidences of attornment as Mortgagee may from time to time request; that the attornment of the tenant shall not be terminated by foreclosure; and that Mortgagee may, at Mortgagee's option, accept or reject such attornments. Borrower shall not, without Mortgagee's written consent, request or consent to the subordination of any Lease of all or any part of the Property to any lien subordinate to this Instrument. If Borrower becomes aware that any tenant proposes to do, or is doing, any act or thing which may give rise to any right of set-off against rent, Borrower shall (i) take such steps as shall be reasonably calculated to prevent the accrual of any right to a set-off against rent, (ii) immediately notify Mortgagee thereof in writing and of the amount of said set-offs, and (iii) within ten (10) days after such accrual, reimburse the tenant who shall have acquired such right to set-off or take such other steps as shall effectively discharge such setoff and as shall assure that rents thereafter due shall continue to be payable without set-off or deduction. Upon Mortgagee's receipt of notice of the occurrence of any default or violation by Borrower of any of its obligations under the leases, Mortgagee shall have the immediate right, but not the duty or obligation, without prior written notice to Borrower or to any third party, to enter upon the property and to take such actions as Mortgagee may deem reasonably necessary to cure the default or violation by Borrower under the leases. The costs incurred by Mortgagee in taking any such actions pursuant to this paragraph shall become part of the indebtedness, shall bear interest at the rate provided in the note, and shall be payable by Borrower to Mortgagee on demand. Mortgagee shall have no liability to Borrower or to any third party for any action taken by Mortgagee or not taken pursuant to this paragraph, except where the same is found to have constituted gross negligence or willful misconduct.

16. REMEDIES CUMULATIVE. Each remedy provided in this Instrument is distinct and cumulative to all other rights or remedies under this instrument or afforded by law or equity, and may be exercised concurrently, independently, or successively in any order whatsoever.

17. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWER; SUBORDINATE FINANCING PROHIBITED; ASSUMPTION. Mortgagee may, at its option, declare all sums secured by this Instrument to be immediately due and payable, and Mortgagee may invoke any remedies permitted by Section 26 of this Instrument, if title to the Property is changed without the prior written consent of Mortgagee, which consent shall be at Mortgagee's sole discretion. Any transfer of any interest in the Property or in the income therefrom, by sale, lease (except for Leases to tenants in the ordinary course of managing income property which are approved by Mortgagee pursuant to Section 15 of this Instrument), contract, mortgage, deed of trust, further encumbrance or otherwise (including any such transfers as security for additional financing of the Property), and any change in the ownership interests in Borrower (including any transfer, pledge, assignment, or hypothecation of, or other change in the ownership interests of any legal entities which comprise or control Borrower), shall be considered a change of title, except transfers and changes in ownership by devise or descent. Leasehold mortgages and collateral assignments of any Lease of the Property given by tenants of the Property are prohibited without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion. Notwithstanding the foregoing, additional but subordinate deeds of trust may be granted to Mortgagee and, subject to the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion, may be granted to entities owned by or under common control with Mortgagee.

Mortgagee shall have the right to condition its consent to any proposed sale or transfer described in this Section 17 upon, among other things, Mortgagee's approval of the transferee's creditworthiness and management ability, and the transferee's execution, prior to the sale or transfer, of a written assumption agreement containing such terms as Mortgagee may require, including, if required by Mortgagee, the imposition of an assumption fee of one percent (1%) of the then outstanding balance of

the Indebtedness. Consent by Mortgagee to one transfer of the Property shall not constitute consent to subsequent transfers or waiver of the provisions of this Section 17. No transfer by Borrower shall relieve Borrower of liability for payment of the Indebtedness., unless Mortgagee shall otherwise agree in writing at the time of such transfer. Borrower shall pay any recording tax, recording cost, title insurance premium, attorneys' fees, or other third-party expenses incurred by Mortgagee in connection with any transfer, whether or not consent is required.

The transfer to and assumption by an approved transferee of the Borrower's obligations under the Loan shall not constitute a "prepayment" of the Loan requiring payment of a "Prepayment Premium" (as defined in the Note).

18. NOTICE. Except for any notice required under applicable law to be given in another manner, any and all notices, elections, demands, or requests permitted or required to be made under this Instrument or under the Note shall be in writing, signed by the party giving such notice, election, demand or request, and shall be delivered personally, by telegram, or sent by registered, certified, or Express United States mail, postage prepaid, or by Federal Express or similar overnight service requiring a receipt, to the other party at the address stated above, or to such other party and at such other address within the United States of America as any party may designate in writing as provided herein. The date of receipt of such notice, election, demand or request shall be the earliest of (i) the date of actual receipt, (ii) three (3) business days after the date of mailing by registered or certified mail, (iii) one (1) business day after the date of mailing by Express Mail or the delivery (for redelivery) to Federal Express or another similar service requiring a receipt, or (iv) the date of personal delivery (or refusal upon presentation for delivery).

19. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective heirs, successors and assigns of Mortgagee and Borrower, subject to the provisions of Section 17 hereof. If Borrower is comprised of more than one person or entity, whether as individuals, partners, partnerships or corporations, each such person or entity shall be jointly and severally liable for Borrower's obligations hereunder. In exercising any rights hereunder or taking any actions provided for herein, Mortgagee may act through its employees, agents or independent contractors as authorized by Mortgagee. The captions and headings of the sections of this Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

20. WAIVER OF STATUTE OF LIMITATIONS. To the extent permitted by law, Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce the Note or any other obligation secured by this Instrument.

21. WAIVER OF MARSHALLING. Notwithstanding the existence of any other security interests in the Property held by Mortgagee or by any other party, Mortgagee shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. Mortgagee shall have the right to determine the order in which any or all portions of the Indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower, any party who consents to this Instrument and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

22. HAZARDOUS WASTE. Borrower has furnished to Mortgagee a prior Phase I Environmental Assessment, supplemented by a Letter dated June 21, 2002, prepared by LSI ADAPT (the "Report"). Except as disclosed to Mortgagee in the Report, Borrower has received no notification of any kind suggesting that the Property or any adjacent property is or may be contaminated with any hazardous

waste or materials or is or may be required to be cleaned up in accordance with any applicable law or regulation; and Borrower further represents and warrants that, except as previously disclosed to Mortgagee in writing, to the best of its knowledge as of the date hereof after due and diligent inquiry, there are no hazardous waste or materials located in, on or under the Property or any adjacent property, or incorporated in any Improvements, nor has the Property or any adjacent property ever been used as a landfill or a waste disposal site, or a manufacturing, handling, storage, distribution or disposal facility for hazardous waste or materials. As used herein, the term "hazardous waste or materials" includes any substance or material defined in or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance, or other similar term, by any federal, state or local statute, regulation or ordinance now or hereafter in effect. Borrower shall promptly comply with all statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, treatment, disposal, storage, control, removal or cleanup of hazardous waste or materials in, on or under the Property or any adjacent property, or incorporated in any Improvements, at Borrower's expense. In the event that Mortgagee at any time believes that the Property is not free of all hazardous waste or materials or that Borrower has violated any applicable environmental law with respect to the Property, then immediately, upon request by Mortgagee, Borrower shall obtain and furnish to Mortgagee, at Borrower's sole cost and expense, an environmental audit and inspection of the Property from an expert satisfactory to Mortgagee. In the event that Borrower fails to immediately obtain such audit or inspection, Mortgagee or its agents may perform or obtain such audit or inspection at Borrower's sole cost and expense. MORTGAGEE MAY, BUT IS NOT OBLIGATED TO, ENTER UPON THE PROPERTY AND TAKE SUCH ACTIONS AND INCUR SUCH COSTS AND EXPENSES TO EFFECT SUCH COMPLIANCE AS IT DEEMS ADVISABLE TO PROTECT ITS INTEREST IN THE PROPERTY; AND WHETHER OR NOT BORROWER HAS ACTUAL KNOWLEDGE OF THE EXISTENCE OF HAZARDOUS WASTE OR MATERIALS ON THE PROPERTY OR ANY ADJACENT PROPERTY AS OF THE DATE HEREOF, BORROWER SHALL REIMBURSE MORTGAGEE AS PROVIDED IN SECTION 23 BELOW FOR THE FULL AMOUNT OF ALL COSTS AND EXPENSES INCURRED BY MORTGAGEE PRIOR TO MORTGAGEE ACQUIRING TITLE TO THE PROPERTY THROUGH FORECLOSURE OR ACCEPTANCE OF A DEED IN LIEU OF FORECLOSURE, IN CONNECTION WITH SUCH COMPLIANCE ACTIVITIES. Neither this provision nor any of the other Loan Documents shall operate to put Mortgagee in the position of an owner of the Property prior to any acquisition of the Property by Mortgagee. The rights granted to Mortgagee herein and in the other Loan Documents are granted solely for the protection of Mortgagee's lien and security interest covering the Property, and do not grant to Mortgagee the right to control Borrower's actions, decisions or policies regarding hazardous waste or materials.

23. ADVANCES, COSTS AND EXPENSES. Borrower shall pay within ten (10) days after written demand from Mortgagee all sums advanced by Mortgagee and all costs and expenses incurred by Mortgagee in taking any actions pursuant to the Loan Documents including attorneys' fees and disbursements, accountants' fees, appraisal and inspection fees and the costs for title reports and guaranties, together with interest thereon at the rate applicable under the Note after an Event of Default from the date such costs were advanced or incurred. All such costs and expenses incurred by Mortgagee, and advances made, shall constitute advances under this Instrument to protect the Property and shall be secured by and have the same priority as the lien of this Instrument. If Borrower fails to pay any such advances, costs and expenses and interest thereon, Mortgagee may apply any undisbursed loan proceeds to pay the same, and, without foreclosing the lien of this Instrument, may at its option commence an independent action against Borrower for the recovery of the costs, expenses and/or advances, with interest, together with costs of suit, costs of title reports and guaranty of title, disbursements of counsel and reasonable attorneys' fees incurred therein or in any appeal therefrom.

24. ASSIGNMENT OF LEASES AND RENTS. Borrower, for good and valuable consideration, the receipt of which is hereby acknowledged, to secure the Indebtedness, does hereby absolutely and unconditionally grant, bargain, sell, transfer, assign, convey, set over and deliver unto

Mortgagee all right, title and interest of Borrower in, to and under the Leases of the Property, whether now in existence or hereafter entered into, and all guaranties, amendments, extensions and renewals of said Leases and any of them, and all rents, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the Property.

Borrower represents, warrants, covenants and agrees with Mortgagee as follows:

- (a) The sole ownership of the entire lessor's interest in the Leases is vested in Borrower, subject only to the Prior Mortgage and the Assignment of Rents and Leases between Borrower and Mortgagee described in Schedule 1 hereto, and Borrower has not, and shall not, knowingly perform any acts or execute any other instruments which are likely to prevent Mortgagee from fully exercising its rights with respect to the Leases under any of the terms, covenants and conditions of this Instrument.
- (b) The Leases are and shall be valid and enforceable in accordance with their terms and have not been and shall not be altered, modified, amended, terminated, canceled, renewed or surrendered except as approved in writing by Mortgagee. The terms and conditions of the Leases have not been and shall not be waived in any manner whatsoever except as approved in writing by Mortgagee, which approval shall not be unreasonably withheld.
- (c) Borrower shall not materially alter the term or the amount of rent payable under any Lease without prior written notice to Mortgagee and Mortgagee's consent, which consent shall not be unreasonably withheld.
- (d) To the best of Borrower's knowledge, there are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.
- (e) Borrower shall give prompt written notice to Mortgagee of any notice received by Borrower claiming that a default has occurred under any of the Leases on the part of Borrower, together with a complete copy of any such notice.
- (f) Insofar as Borrower can control this, each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under any of the leases.
- (g) Borrower will not knowingly permit any Lease to become subordinate to any lien other than the lien of this Instrument.

This assignment is absolute, is effective immediately, and is irrevocable by Borrower so long as the Indebtedness remains outstanding. Notwithstanding the foregoing, until an Event of Default has occurred and a notice is sent to Borrower in writing notifying Borrower that Mortgagee has elected to collect and receive the rents, issues, profits, and revenues from the Property (which notice is hereafter called a "Notice"), Borrower may receive, collect and enjoy the rents, income and profits accruing from the Property.

Upon the occurrence of an Event of Default hereunder, Mortgagee may, at its option, after service of a Notice, receive and collect, to the full extent permitted by law, all such rents, income and profits from the Property as they become due. Mortgagee shall thereafter continue to receive and collect all such rents, income and profits, until Mortgagee shall otherwise agree in writing and during the pendency of any foreclosure proceedings and the period of redemption, if any. Mortgagee shall be

entitled to a receiver for the Property, and of the rents, issues and profits thereof, after any such default, including, without limitation, the time covered by any proceedings for sale by the public trustee or foreclosure proceedings and the period of redemption, if any. Mortgagee shall be entitled to such receiver as a matter of right, without regard to the solvency or insolvency of Borrower, or of the then owner of the Property, and without regard to the value thereof, and such receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice, notice being hereby expressly waived, and all rents, issues and profits, income and revenue therefrom shall be applied by such receiver to the payment of the Indebtedness according to the orders and directions of the court, or in the absence of such orders or directions, in the manner set forth in the Loan Documents.

Borrower hereby irrevocably appoints Mortgagee its true and lawful attorney with power of substitution and with full power for Mortgagee in its own name and capacity or in the name and capacity of Borrower, from and after service of a Notice, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Property, either in its own name or in the name of Borrower or otherwise, which Mortgagee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits of and from the Property. Lessees of the Property are hereby expressly authorized and directed, following receipt of a Notice from Mortgagee, to pay any and all amounts due Borrower pursuant to the Leases to Mortgagee or such nominee as Mortgagee may designate in a writing delivered to and received by such lessees, and the lessees of the Property are expressly relieved of any and all duty, liability or obligation to Borrower in respect of all payments so made.

Upon the occurrence of any Event of Default, from and after service of a Notice and to the full extent permitted by law, Mortgagee is hereby vested with full power to use all measures, legal and equitable, deemed by it to be necessary or proper to enforce this Section 24 and to collect the rents, income and profits assigned hereunder, including the right of Mortgagee or its designee, to enter upon the Property, or any part thereof, and take possession of all or any part of the Property together with all personal property, fixtures, documents, books, records, papers and accounts of Borrower relating thereto, and Mortgagee may exclude Borrower, its agents and servants, wholly therefrom, to the full extent permitted by law. Borrower hereby grants full power and authority to Mortgagee to exercise all rights, privileges and powers herein granted at any and all times after service of a Notice, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the Property and of any indebtedness or liability of Borrower to Mortgagee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Property or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Instrument, and of principal and interest payments due from Borrower to Mortgagee on the Note and this Instrument, all in such order as Mortgagee may determine. Mortgagee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Borrower in the leases. It is further understood that the assignment set forth in this Section 24 shall not operate to place responsibility for the control, care, management or repair of the property, or parts thereof, upon Mortgagee, nor shall it operate to make Mortgagee liable for the performance of any of the terms and conditions of any of the leases, or for any waste of the property by any lessee under any of the leases, or any other person, or for any dangerous or defective condition of the property or for any negligence in the management, upkeep, repair or control of the property resulting in loss or injury or death to any lessee, licensee, employee or stranger.

25. DEFAULT. The following shall each constitute an event of default ("Event of Default"):

- (a) Failure of or refusal by Borrower to pay any portion of the sums secured by this Instrument when due, and such failure or refusal shall continue for a period of ten (10) days after written notice is given to Borrower by Mortgagee specifying such failure; or
- (b) Failure of Borrower within the time required by this Instrument to make any payment for taxes, insurance or for reserves for such payments, or any other payment necessary to prevent filing of or discharge of any lien, and such failure shall continue for a period of ten (10) days after written notice is given to Borrower by Mortgagee specifying such failure; or
- (c) Failure by Borrower or the trustees of the Taunton Realty Trust to observe or perform any obligations of Borrower or the trustees of the Taunton Realty Trust to Mortgagee on or with respect to any transactions, debts, undertakings or agreements other than the transaction evidenced by the Note, including, but not limited to, the promissory notes described in Schedule 2 attached hereto, following the giving of any written notice required thereunder and/or the expiration of any period of grace provided thereby; or
- (d) Failure of Borrower to make any payment or perform any obligation under any superior liens or encumbrances on the Property, within the time required thereunder, following the giving of any written notice required thereunder and/or the expiration of any period of grace provided thereby, or commencement of any suit or other action to foreclose any superior liens or encumbrances; or
- (e) Failure by Borrower to observe or perform any of its obligations under any of the Leases, following the giving of any written notice required thereunder and/or the expiration of any period of grace provided thereby; or
- (f) The Property is transferred or any agreement to transfer any part or interest in the Property in any manner whatsoever is made or entered into without the prior written consent of Mortgagee, except as specifically allowed under this Instrument and except for any agreement which is expressly contingent upon receipt of Mortgagee's approval, including without limitation creating or allowing any liens on the Property or leasing any portion of the Property; or
- (g) Filing by Borrower of a voluntary petition in bankruptcy or filing by Borrower of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the seeking, consenting to, or acquiescing by Borrower in the appointment of any trustee, receiver, custodian, conservator or liquidator for Borrower, any part of the Property, or any of the income or rents of the Property, or the making by Borrower of any general assignment for the benefit of creditors, or the inability of or failure by Borrower to pay its debts generally as they become due, or Borrower's liabilities being greater than its assets, or the making or suffering by Borrower of a preference within the meaning of federal bankruptcy law or the making by Borrower of a fraudulent transfer under applicable federal or state law, or concealment by Borrower of any of its property in fraud of creditors, or the imposition of a lien upon any of the property of Borrower which is not discharged in the manner permitted by Section 4 of this Instrument, or the giving of notice by Borrower to any governmental body of Borrower's insolvency or suspension of operations; or
- (h) Filing of a petition against Borrower seeking any reorganization, arrangement, composition, readjustment, liquidation, or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debts, or

the appointment of any trustee, receiver, custodian, conservator or liquidator of Borrower, of any part of the Property or of any of the income or rents of the Property, unless such petition shall be dismissed within ninety (90) days after such filing, but in any event prior to the entry of an order, judgment or decree approving such petition; or

(i) The institution of any proceeding for the dissolution or termination of Borrower voluntarily, involuntarily, or by operation of law; or

(j) A material adverse change occurs in the assets, liabilities or net worth of Borrower or any of the guarantors of the indebtedness evidenced by the Note from the assets, liabilities or net worth of Borrower or any of the guarantors of the indebtedness evidenced by the Note previously disclosed to Mortgagee; or

(k) Any warranty, representation or statement furnished to Mortgagee by or on behalf of Borrower under the Note, this Instrument, any of the other Loan Documents or the Certificate and Indemnity Agreement Regarding Hazardous Substances, shall prove to have been false or misleading in any material respect; or

(l) Failure of Borrower to observe or perform any other obligation under this Instrument, any other Loan Document or the Certificate and Indemnity Regarding Hazardous Substances when such observance or performance is due, and such failure shall continue beyond the applicable cure period set forth in such Loan Document, or if the default cannot be cured within such applicable cure period, Borrower fails within such time to commence and pursue curative action with reasonable diligence or fails at any time after expiration of such applicable cure period to continue with reasonable diligence all necessary curative actions. No notice of default and no opportunity to cure shall be required if during the prior twelve (12) months Mortgagee has already sent a notice to Borrower concerning default in performance of the same obligation; or

(m) Borrower's abandonment of the Property, or the termination before the end of the stated term of that certain Lease between Borrower and C. R. Laurence Co., Inc., dated April 19, 1988, as amended, except as specifically provided in such Lease; or

(n) Any of the foregoing events occur with respect to the Taunton Realty Trust, with respect to any tenant of the Property, with respect to any guarantor of any of Borrower's obligations in connection with the Indebtedness or with respect to any guarantor of any tenant's obligations relating to the Property, or either Donald E. Friese or Andrea Friese dies or becomes incompetent; or

(p) The distribution by Borrower of dividends and/or equity payments in excess of \$300,000 annually (not including amounts distributed by Borrower for the income tax liability of Borrower's general partners). The foregoing distribution covenant shall automatically terminate on June 1, 2006, provided that all of the following conditions have been satisfied: (i) Mortgagee shall have received the June 1, 2006, payments on the Note and on the note secured by the Prior Mortgage and more particularly described on Schedule 2 attached hereto, (ii) all payments shall be current and there shall be no late charges pending with respect to the loans described on Schedule 2 attached hereto, and (iii) no "Event of Default" shall have occurred which shall not have been cured to Mortgagee's satisfaction with respect to the loans described on Schedule 2 attached hereto.

26. RIGHTS AND REMEDIES ON DEFAULT.

26.1 Remedies. Upon the occurrence of any Event of Default and at any time thereafter, Mortgagee may exercise any one or more of the following rights and remedies:

- (a) Mortgagee may declare all sums secured by this Instrument immediately due and payable, including any prepayment premium which Borrower would be required to pay.
- (b) Mortgagee shall have the right to to foreclose this Instrument in accordance with applicable law.
- (c) In the event of any foreclosure, to the extent permitted by applicable law, Mortgagee will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for any amount by which the unpaid balance of the obligations secured by this Instrument exceeds the net sale proceeds payable to Mortgagee.
- (d) With respect to all or any part of the Property that constitutes personalty, Mortgagee shall have all rights and remedies of secured party under the Uniform Commercial Code.
- (e) Mortgagee shall have the right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, to collect all the rents and revenues from the Property and apply the proceeds over and above cost of the receivership, against the sums due under this Instrument, and to exercise all of the rights with respect to the Property described in Section 24 above. The receiver may serve without bond if permitted by law. Mortgagee's right to the appointment of a receiver shall exist whether or not apparent value of the Property exceeds the sums due under this Instrument by a substantial amount. Employment by Mortgagee shall not disqualify a person from serving as a receiver.
- (f) In the event Borrower remains in possession of the Property after the Property is sold as provided above or Mortgagee otherwise becomes entitled to possession of the Property upon default of Borrower, Borrower shall become a tenant at will of Mortgagee or the purchaser of the Property and shall pay a reasonable rental for use of the Property while in Borrower's possession.
- (g) Mortgagee shall have any other right or remedy provided in this Instrument, the Note, or any other Loan Document or instrument delivered by Borrower in connection therewith, or available at law, in equity or otherwise.
- (h) Mortgagee shall have all the rights and remedies set forth in Sections 23, 24 and 38-43.

26.2 Sale of the Property. In exercising its rights and remedies, Mortgagee may, at Mortgagee's sole discretion, cause all or any part of the Property to be sold as a whole or in parcels, and certain portions of the Property may be sold without selling other portions. Mortgagee may bid at any public sale on all or any portion of the Property.

26.3 Notice of Sale. Mortgagee shall give Borrower reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or other intended disposition of the personal property is to be made. Reasonable notice shall mean notice given in accordance with applicable law.

26.4 Waiver; Election of Remedies. A waiver by either party of a breach of a provision of this Instrument shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Mortgagee to pursue any remedy shall not exclude pursuit of any other remedy, and all remedies of Mortgagee under this Instrument are cumulative and not exclusive. An election to make expenditures or take action to perform an obligation of Borrower shall not affect Mortgagee's right to declare a default and exercise its remedies under this Instrument.

27. SATISFACTION OF MORTGAGE. Upon payment of all sums secured by this Instrument, Mortgagee shall execute a satisfaction (or at Borrower's option, an assignment) of this Instrument and shall surrender this Instrument and all notes evidencing indebtedness secured by this Instrument to the person or persons legally entitled thereto. Such person or persons shall pay Mortgagee's costs incurred in connection with satisfaction or assignment of this Instrument.

28. FUTURE ADVANCES. Upon request of Borrower, Mortgagee, at Mortgagee's option so long as this Instrument secures indebtedness held by Mortgagee, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Instrument when evidenced by promissory notes stating that said notes are secured hereby; provided, however, that the maximum amount secured hereby shall be Fourteen Million One Hundred Twenty-Five Thousand Two Hundred Fourteen and ninety-seven hundredths Dollars (\$14,250,214.97).

29. USE OF PROPERTY. The Property is not currently used for residential, agricultural, farming, timber or grazing purposes. Borrower warrants that this Instrument is and will at all times constitute a commercial trust deed, as defined under appropriate state law.

30. IMPOSITION OF TAX BY STATE.

30.1 State Taxes Covered. The following constitute state taxes to which this Section applies:

- (a) A specific tax upon trust deeds or upon all or any part of the indebtedness secured by a trust deed.
- (b) A specific tax on a grantor which the taxpayer is authorized or required to deduct from payments on the indebtedness secured by a trust deed.
- (c) A tax on a trust deed chargeable against the beneficiary or the holder of the note secured.
- (d) A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by a grantor.

30.2 Remedies. If any state tax to which this Section applies is enacted subsequent to the date of this Instrument, this shall have the same effect as an Event of Default, and Mortgagee may exercise any or all of the remedies available to it unless the following conditions are met:

- (a) Borrower may lawfully pay the tax or charge imposed by state tax; and
- (b) Borrower pays the tax or charge within thirty (30) days after notice from Mortgagee that the tax has been levied.

31. ATTORNEYS' FEES. In the event suit or action is instituted to enforce or interpret any of the terms of this Instrument (including without limitation efforts to modify or vacate any automatic stay or injunction), the prevailing party shall be entitled to recover all expenses reasonably incurred at, before and after trial and on appeal whether or not taxable as costs, or in any bankruptcy proceeding including, without limitation, attorneys' fees, witness fees (expert and otherwise), deposition costs, copying charges and other expenses. Whether or not any court action is involved, all reasonable expenses, including but not limited to the costs of searching records, obtaining title reports, surveyor reports, title insurance, trustee fees, and other attorney fees, incurred by Mortgagee that are necessary at any time in Mortgagee's opinion for the protection of its interest or enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the interest rate as provided in the Note. The term "attorneys' fees" as used in the Loan Documents shall be deemed to mean such fees as are reasonable and are actually incurred.

32. GOVERNING LAW; SEVERABILITY. This Instrument shall be governed by the law of the State of Illinois applicable to contracts made and to be performed therein (excluding choice-of-law principles). In the event that any provision or clause of this Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Instrument and the Note are declared to be severable.

33. TIME OF ESSENCE. Time is of the essence of this Instrument.

34. CHANGES IN WRITING. This Instrument and any of its terms may only be changed, waived, discharged or terminated by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement subsequently made by Borrower or Mortgagee relating to this Instrument shall be superior to the rights of the holder of any intervening lien or encumbrance.

35. NO OFFSET. Borrower's obligation to make payments and perform all obligations, covenants and warranties under this Instrument and under the Note shall be absolute and unconditional and shall not be affected by any circumstance, including without limitation any setoff, counterclaim, abatement, suspension, recoupment, deduction, defense or other right that Borrower or any guarantor may have or claim against Mortgagee or any entity participating in making the loan secured hereby. The foregoing provisions of this section, however, do not constitute a waiver of any claim or demand which Borrower or any guarantor may have in damages or otherwise against Mortgagee or any other person, or any guarantor from maintaining a separate action thereon; provided, however, that Borrower waives any right it may have at law or in equity to consolidate such separate action with any action or proceeding brought by Mortgagee, except in the cases of mandatory counter-claims and cross-claims.

36. [Intentionally Deleted.]

37. MAXIMUM INTEREST CHARGES. Notwithstanding anything contained herein or in any of the Loan Documents to the contrary, in no event shall Mortgagee be entitled to receive interest on the loan secured by this Instrument (the "Loan") in amounts which, when added to all of the other interest charged, paid to or received by Mortgagee on the Loan, causes the rate of interest on the Loan to exceed the highest lawful rate. Borrower and Mortgagee intend to comply with the applicable law governing the highest lawful rate and the maximum amount of interest payable on or in connection with the Loan. If the applicable law is ever judicially interpreted so as to render usurious any amount called for under the Loan Documents, or contracted for, charged, taken, reserved or received with respect to the Loan, or if acceleration of the final maturity date of the Loan or if any prepayment by Borrower results in Borrower having paid or demand having been made on Borrower to pay, any interest in excess of the amount permitted by applicable law, then all excess amounts theretofore collected by Mortgagee shall be credited

on the principal balance of the Note (or, if the Note has been or would thereby be paid in full, such excess amounts shall be refunded to Borrower), and the provisions of the Note, this Instrument and any demand on Borrower shall immediately be deemed reformed and the amounts thereafter collectible thereunder and hereunder shall be reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for thereunder and hereunder. The right to accelerate the final maturity date of the Loan does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Mortgagee does not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to Mortgagee for the use, forbearance or detention of the Loan shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread through the full term of the Loan until payment in full so that the rate or amount of interest on account of the Loan does not exceed the applicable usury ceiling. By execution of this Instrument, Borrower acknowledges that it believes the Loan to be non-usurious and agrees that if, at any time, Borrower should have reason to believe that the Loan is in fact usurious, it will give Mortgagee written notice of its belief and the reasons why Borrower believes the Loan to be usurious, and Borrower agrees that Mortgagee shall have ninety (90) days following its receipt of such written notice in which to make appropriate refund or other adjustment in order to correct such condition if it in fact exists.

38. BENEFITS OF ACT. (a) Mortgagor and Mortgagee shall have the benefit of all the provisions of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101) (the "Act"), including all amendments thereto which may become effective from time to time after the date hereof. If any provision of the Act which is specifically referred to herein may be repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference.

(b) Mortgagee shall have the right to foreclose the lien of this Mortgage for the obligations secured hereby or part thereof and/or exercise any right, power or remedy provided in this Mortgage or any of the other Loan Documents in accordance with the Act. If any provision in this Mortgage shall be inconsistent with any provision of the Act, and application of such Mortgage provision would violate applicable Illinois law, provisions of the Act shall take precedence over the provisions of this Mortgage and shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Mortgagee (including Mortgagee acting as a mortgagee-in-possession) or a receiver appointed pursuant to the terms hereof, any powers, rights or remedies prior to, upon or following the occurrence of an event of default which are more limited than the powers, rights or remedies that would otherwise be vested in Mortgagee or in such receiver under the Act in the absence of said provision, Mortgagee and such receiver shall be vested with the powers, rights and remedies granted in the Act to the full extent permitted by law.

Without limiting the generality of the foregoing, all expenses incurred by Mortgagee which are of the type referred to in Section 5/15-1510 or 5/15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated elsewhere in this Mortgage, shall be added to the obligations secured hereby and/or by the judgment of foreclosure.

39. INSURANCE. Wherever provision is made in the Mortgage for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon Mortgagee to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure all such rights and power of the Mortgagee shall continue in the Mortgagee as judgment creditor or mortgagee until confirmation of sale.

40. PROTECTIVE ADVANCES. All advances, disbursements and expenditures made by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceeding authorized, by the Mortgage or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Act.

40.1 All Protective Advances shall be so much additional indebtedness secured by the Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate due and payable after a default under the terms of the Note.

40.2 The Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time the Mortgage is recorded pursuant to Subsection (b)(1) of Section 5/15-1302 of the Act.

40.3 All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

- (a) determination of the amount of indebtedness secured by the Mortgage at any time;
- (b) the indebtedness found due and owing to the Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;
- (c) if right of redemption has not been waived by the Mortgagor in the Mortgage, computation of amount required to redeem, pursuant to Subsections (d)(2) and (c) of Section 5/15-1603 of the Act;
- (d) determination of amount deductible from sale proceeds pursuant to Section 5/155-1512 of the Act;
- (e) application of the income in the hands of any receiver or Mortgagee in possession; and
- (f) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Sections 5/15-1508 and Section 5/15-1511 of the Act.

41. MORTGAGEE IN POSSESSION. In addition to any provision of the Mortgage authorizing the Mortgagee to take or to be placed in possession of the Premises, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with Subsections 5/115-1701 and 5/15-1702 of the Act, to be placed in possession of the Premises or at its request to have a receiver appointed, and any such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in the Mortgage, all powers, immunities, and duties as provided for in Sections 5/15-1701 and 5/15-1703 of the Act.

42. WAIVER OF REDEMPTION. Mortgagor acknowledges that the Premises does not constitute agricultural real estate, as said term is defined in Section 5/15-1201 of the Act or residential real estate as defined in Section 5/15-1219 of the Act. Pursuant to Section 5/15-1601 (b) of the Act, Mortgagor hereby waives any and all right to redemption.

43. AMOUNT SECURED HEREBY. At all times, regardless of whether any Loan proceeds have been disbursed, this Mortgage secures (in addition to the amounts secured hereby) the payment of any and all Loan commissions, services charges, liquidated damages, expenses and advances due to or incurred by Mortgagee in connection with the Loan, provided, however, that in no event shall the total amount secured hereby exceed the amount referenced in paragraph 28 hereof.

44. PRIOR MORTGAGE. This Instrument is subordinate to the Prior Mortgage. For so long as the Prior Mortgage and this Instrument shall be held for the benefit of the same beneficiary, any time that Borrower is required to secure the consent of Mortgagee under both the Prior Mortgage and this Instrument, only one notice or request for consent need to send to satisfy both requirements.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF, Borrower has executed this Instrument or has caused the same to be executed by its representative thereunto duly authorized.

BORROWER:

THE NORAN COMPANY,
a California general partnership

By: Donald E. Friese [L.S.]
Donald E. Friese, as Trustee under the Friese Living Trust
under Trust Agreement dated December 7, 1995, and not
individually, General Partner

Exhibits:

Exhibit A - Description of Property
Schedule 1 - Permitted Exceptions
Schedule 2 - Other Notes

STATE OF CALIFORNIA)
)
) ss
COUNTY OF _____)

ACKNOWLEDGMENT OF BORROWER

On this 29 day of August, 2002, before me, a Notary Public in and for said county, personally appeared Donald E. Friese, to me personally known [or proven upon the basis of credible evidence], who, being by me duly sworn or affirmed did say that he is a Trustee under the Friese Living Trust under Trust Agreement dated December 7, 1995, a partner in THE NORAN COMPANY, a California general partnership, that the foregoing instrument was signed on behalf of the partnership by authority of its partnership agreement or the consent of its partners, and the said partner acknowledged the execution of said instrument to be the voluntary act and deed of said partnership by it voluntarily executed.

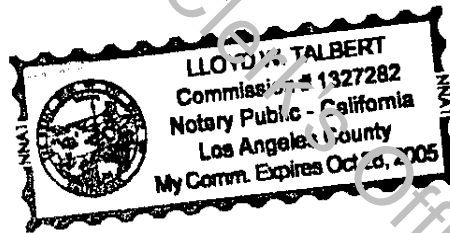
WITNESS MY HAND AND OFFICIAL SEAL.



Notary Public

My commission expires: _____

[SEAL]



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Loan No: 2402995-102

EXHIBIT A

(1501 Tonne Road, Elk Grove Village, Cook County, Illinois)

Legal Description:

LOT 329 IN CENTEX INDUSTRIAL PARK UNIT 202, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST ON THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART DEDICATED FOR STREETS), IN COOK COUNTY, ILLINOIS.

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Loan No: 2402995-102

SCHEDULE 1

(1501 Tonne Road, Elk Grove Village, Cook County, Illinois)

Permitted Exceptions:

1. (A) EASEMENT OVER AND UPON THE SOUTH 15.00 FEET OF THE EAST 195.00 FEET OF THE LAND FOR PUBLIC UTILITIES AND DRAINAGE, AS SHOWN ON SAID PLAT OF SUBDIVISION

(B) EASEMENT FOR UNDERGROUND PUBLIC UTILITIES, SEWER, WATER AND DRAINAGE, OVER AND UPON THE WEST AND NORTH 25.00 FEET OF THE LAND (EXCEPT THAT PART DEDICATED BY SAID PLAT) AS SHOWN ON SAID PLAT OF SUBDIVISION

(C) 25 FOOT BUILDING LINE OVER AND UPON THE NORTH AND WEST 25.00 FEET OF THE LAND (EXCEPT THAT PART DEDICATED BY SAID PLAT), AS SHOWN ON SAID PLAT OF SUBDIVISION.
2. EASEMENT OVER AND UPON THE SOUTH 15.00 FEET OF THE EAST 195.00 FEET AND OVER AND UPON THE WEST AND NORTH 25.00 FEET OF THE LAND FOR THE PURPOSE OF INSTALLING AND MAINTAINING ALL EQUIPMENT NECESSARY TO SERVE THE SUBDIVISION AND OTHER LAND WITH TELEPHONE AND ELECTRIC SERVICE, TOGETHER WITH THE RIGHT TO OVERHANG AERIAL SERVICE WIRES AND THE RIGHT OF ACCESS TO SUCH WIRES, AS CREATED BY GRANT TO THE ILLINOIS BELL TELEPHONE COMPANY AND THE COMMONWEALTH EDISON COMPANY AND THEIR SUCCESSORS AND ASSIGNS AND AS SHOWN ON PLAT OF RECORDED JULY 12, 1976 AS DOCUMENT 23555399.
3. EASEMENT OVER AND UPON THE SOUTH 15.00 FEET OF THE EAST 195.00 FEET AND OVER AND UPON THE WEST AND NORTH 25.00 FEET OF THE LAND FOR THE PURPOSE OF INSTALLING AND MAINTAINING ALL EQUIPMENT NECESSARY TO SERVE THE SUBDIVISION AND OTHER LAND WITH GAS SERVICE, TOGETHER WITH RIGHT OF ACCESS TO SAID EQUIPMENT, AS CREATED BY GRANT TO NORTHERN ILLINOIS GAS COMPANY AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS, AND AS SHOWN ON THE PLAT RECORDED JULY 12, 1976 AS DOCUMENT 23555399.
4. COVENANTS AND RESTRICTIONS (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS), RELATING TO BUILDING LOTS, LOADING DOCKS, PARKING, STORAGE, CARGAGE DISPOSAL, LANDSCAPING, VEHICLES, MATERIALS TO BE USED IN CONSTRUCTION OF BUILDINGS ON THE LAND CONTAINED IN TRUSTEE'S DEED DATED OCTOBER 6, 1976 AND RECORDED OCTOBER 15, 1976 AS DOCUMENT 29674721.
5. TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS OF RESOLUTION NO. 29-00, AUTHORIZING THE VILLAGE OFFICIALS TO EXECUTE AN EASEMENT AGREEMENT BETWEEN THE NORAN COMPANY AND ELK GROVE VILLAGE, COOK AND DUPAGE COUNTIES, ILLINOIS, A COPY OF WHICH WAS RECORDED OCTOBER 12, 2000 AS DOCUMENT 00796535.
6. PERPETUAL RIGHT AND EASEMENT IN FAVOR OF ELK GROVE VILLAGE, COOK AND DUPAGE COUNTIES, ILLINOIS, AND ITS SUCCESSORS AND ASSIGNS, TO KEEP, MAINTAIN, CONSTRUCT, REPAIR OR REPLACE A SIDEWALK OVER THAT PORTION OF THE LAND, DESCRIBED AS FOLLOWS:

THE NORTHWEST CORNER OF SAID LAND DEFINED BY A 70-FOOT RADIUS TANGENT TO THE WEST PROPERTY LINE AND INTERSECTING THE NORTH PROPERTY LINE AS SHOWN ON THE SITE DRAWING ATTACHED THERETO AS EXHIBIT "A", AND MADE A PART THEREOF

AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT OF EASEMENT AFFIXED TO THE RESOLUTION NO. 29-00, AS NOTED HEREIN AT EXCEPTION REFERENCE LETTER 'Z'.

7. MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASE AND RENTS AND FIXTURE FILING DATED JUNE 29, 1995 AND RECORDED JULY 7, 1995 AS DOCUMENT 95441624 MADE BY THE NORAN COMPANY TO METLIFE CAPITAL FINANCIAL CORPORATION, A DELAWARE CORPORATION TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$954,200.00.

MODIFICATION RECORDED FEBRUARY 21, 1996 AS DOCUMENT 96131949 MADE BY AND AMONG THE NORAN COMPANY, A CALIFORNIA GENERAL PARTNERSHIP; DONALD E. FRIESE AND RALPH JONES, AS TRUSTEE OF THE TAUNTON REALTY TRUST, A MASSACHUSETTS REALTY TRUST ESTABLISHED UNDER DECLARATION OF TRUST DATED SEPTEMBER 3, 1991 AND RECORDED WITH THE BRISTOL NORTH REGISTRY OF DEED AT BOOK 4806, PAGE 62; DONALD E. FRIESE; RALPH JONES, AS TRUSTEE OF THE 1989 BERNARD P. HARRIS BUSINESS INTERESTS TRUST; C. R. LAURENCE CO., INC., AND BERNARD P. HARRIS.

8. ASSIGNMENT OF RENTS AND LEASE RECORDED JULY 7, 1995 AS DOCUMENT 95441625 MADE BY THE NORAN COMPANY, A CALIFORNIA GENERAL PARTNERSHIP TO METLIFE CAPITAL FINANCIAL CORPORATION, A DELAWARE CORPORATION.

9. TERMS, POWERS, PROVISIONS AND LIMITATIONS OF THE PARTNERSHIP AGREEMENT UNDER WHICH TITLE IS HELD.

10. MORTGAGE WAIVER AGREEMENT DATED OCTOBER 1, 1996 AND RECORDED DECEMBER 9, 1996 AS DOCUMENT 96920402 MADE BY AND AMONG METLIFE CAPITAL FINANCIAL CORPORATION, A DELAWARE CORPORATION; FLEET CAPITAL CORPORATION, A RHODE ISLAND CORPORATION; C. R. LAURENCE CO., INC., A CALIFORNIA CORPORATION AND THE NORAN COMPANY, A CALIFORNIA GENERAL PARTNERSHIP, AS IT RELATES TO MORTGAGE NOTED HEREIN AT EXCEPTION REFERENCE LETTER 'U' AND ASSIGNMENT OF LEASE AND RENTS NOTED HEREIN AT EXCEPTION REFERENCE LETTER 'X'.

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Loan No. 2402995-102

SCHEDULE 2

(1501 Tonne Road, Elk Grove Village, Cook County, Illinois)

Other Notes:

<u>Loan No.</u>	<u>Date</u>	<u>Real Property</u>	<u>Amount</u>
2402995-001	June 29, 1995	2080 Lone Star Drive, Dallas, Texas	\$725,200
2402995-101	August __, 2002	2080 Lone Star Drive, Dallas, Texas	\$423,000
2402995-002	June 29, 1995	1501 Tonne Road, Elk Grove Village, Illinois	\$954,200
2402995-003	June 29, 1995	600 Wharton Drive Atlanta, Georgia	\$648,900
2402995-103	August __, 2002	600 Wharton Drive Atlanta, Georgia	\$507,000
2402995-005	June 29, 1995	31600 Carter Street Solon, Ohio	\$1,068,700
2402995-105	August __, 2002	31600 Carter Street Solon, Ohio	\$855,600
2410095-001	November __, 1995	64th Avenue South Kent, Washington	\$1,030,000
2410095-101	August __, 2002	64th Avenue South Kent, Washington	\$642,700
2410095-004	November __, 1995	33200 Dowe Avenue Union City, California	\$1,280,000
2410095-103	August __, 2002	33200 Dowe Avenue Union City, California	\$1,859,500
2410095-001	November __, 1995	6950 Presidents Drive Orlando, Florida	\$844,000
2410095-104	August __, 2002	6950 Presidents Drive Orlando, Florida	\$669,900

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2410095-003*	November __, 1995	97 Robert Treat Paine Drive Taunton, Massachusetts	\$900,000
2410095-105	August __, 2002	97 Robert Treat Paine Drive Taunton, Massachusetts	\$1,139,700
0000292-001	February 12, 1998	640 South 54 th Avenue Phoenix, Arizona	\$900,000
0000292-101	August __, 2002	640 South 54 th Avenue Phoenix, Arizona	\$648,700
2415997-001	October 14, 1997	1511 Lancer Drive Moorestown, New Jersey	\$750,000
2415997-101	August __, 2002	1511 Lancer Avenue, Moorestown, New Jersey	\$442,400

*The makers of this note were Donald E. Friese and Bernard P. Harris, as Trustees of the Taunton Realty Trust, a Massachusetts realty trust established under Declaration of Trust dated September 3, 1991, of which The Noran Company is the sole beneficiary.

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