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Cook County Recorder 75.50

Prepared by and after recording return to:

Lester Rosen
Rosenthal and Schanfield
55 East Monroe Street
46th Floor
Chicago, Illinois 60603



Property common address:
4300 West 95th Street, Oak Lawn, IL 60453

P.I.N.(s) see Exhibit A

CML MORTGAGE

THIS MORTGAGE dated as of April 1, 2000 (herein called the "Mortgage") from **KELLY NISSAN INC.**, an Illinois corporation, whose address is 4300 West 95th Street, Oak Lawn, Illinois 60453 (herein called the "Mortgagor"), in favor of **MANUFACTURERS BANK**, whose address is 1200 North Ashland Avenue, Chicago, Illinois 60622-2298 (herein, together with its successors and assigns, including each and every holder of the Mortgage Note hereinafter referred to, called the "Mortgagee").

WITNESSETH: That

A. WHEREAS, to evidence and secure the two following described loans (the "Loans") in the stated principal sums of \$2,268,750.00 and \$1,000,000.00, respectively, made by Mortgagor to Mortgagee pursuant to a certain Loan and Security Agreement (the "Loan Agreement") of even date herewith among Mortgagor, Mortgagee and Arthur W. Kelly and Judith B. Kelly (the "Guarantors"), Mortgagor has executed and delivered to Mortgagee its two separate notes (generally, the "Notes"), each dated the date hereof, one (the "CML Note") in the original stated principal sum of Two Million Two Hundred Sixty-Eight Thousand Seven Hundred Fifty and No/100 Dollars (\$2,268,750.00), and the other (the "Term Note") in the original stated principal sum of One Million Dollars (\$1,000,000.00).

B. WHEREAS, contemporaneously herewith there has been executed and delivered, among other things, in addition to this Mortgage, the following instruments, each dated the date hereof, to further secure the Secured Obligations:

(a) Environmental Indemnity Agreement (herein called the "Indemnity Agreement") executed by Mortgagor and by Arthur W. Kelly and Judith B. Kelly (herein together called "Guarantors" and severally a "Guarantor");

(b) Guaranty (herein called the "Guaranty") executed by Guarantors, jointly and severally;

(c) Assignment of Rents and Leases (herein called the "Rent Assignment") executed by Mortgagor;

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(which Indemnity Agreement, Guaranty and Rent Assignment, together with any and all other instruments now or at any time delivered to Mortgagee to secure the Loans, are herein called the "Other Security Documents"). .

C. WHEREAS, this Mortgage, the Loan Agreement, the Notes and the Other Security Documents are herein generally called the "Loan Documents."

D. WHEREAS, to induce Mortgagee to Lend the loans (the "Loans") evidenced by the Notes, Borrower is executing and delivering this Mortgage to secure the Secured Obligations.

NOW, THEREFORE, Mortgagor does hereby covenant and agree to and for the benefit of Mortgagee, as follows:

ARTICLE I

SECURED OBLIGATIONS

1.1 Mortgage Secures. This Mortgage is executed and delivered by Mortgagor to secure the payment and performance of the following indebtedness, liabilities, agreements and obligations owing and to become owing to or in favor of Mortgagee, as follows:

1.1.1 Payment when due of the outstanding principal balance of Note A and Note B, together with all interest accruing thereon;

1.1.2 Payment when due of any and all amounts required to be paid by or on behalf of Mortgagor or for which Mortgagor may be indebted or obligated to pay under or pursuant to the Loan Documents, or any of them;

1.1.3 Due and punctual performance and observance of the terms, provisions, covenants and agreements on Mortgagor's part to be performed or observed under or pursuant to the Loan Documents, or any of them;

1.1.4 Any and all renewals, increases, rearrangements, modifications, supplements, restatements and extensions of the foregoing items of indebtedness and obligations.

1.2 Secured Obligations. Each and every item of indebtedness and amounts payable pursuant to the Loan Agreement, the Notes, this Mortgage and the other Loan Documents (all such indebtedness and amounts payable being herein, in the aggregate, called the "Secured Indebtedness"); and all other obligations and agreements described and included in the Loan Agreement, the Notes, this Mortgage or any other of the Loan Documents (herein generally called the "Secured Agreements") are intended to be fully secured by the liens, assignments, and security interests created under and by virtue of this Mortgage; and Secured Indebtedness and all Secured Agreements so secured (now or hereafter existing) are herein collectively called the "Secured Obligations."

1.3 Incorporation by Reference. The preambles to this Mortgage form part hereof; the Loan Agreement, the Notes and each other Loan Document is incorporated herein by this reference as fully and with the same effect as if set forth herein at length; and all terms defined in the Loan Agreement, when used herein, shall have the meanings so defined.

1.4 Maximum Amount Secured. Notwithstanding anything to the contrary herein contained, the maximum amount secured by this Mortgage is limited to and shall not exceed \$50,000,000.00.

ARTICLE II

GRANT OF MORTGAGED PROPERTIES

2.1 Mortgaged Property. As security for the Secured Obligations and for TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Mortgagor, the receipt and sufficiency of which are hereby acknowledged, Mortgagor has GRANTED, SOLD, ASSIGNED, MORTGAGED, WARRANTED and CONVEYED, and by these presents does GRANT, SELL, ASSIGN, MORTGAGE, WARRANT and CONVEY, unto Mortgagee, all the following described property (collectively, the "Mortgaged Property"), to wit:

2.1.1 All those certain tracts, pieces and parcels of land located in the City of Oak Lawn, County of Cook, State of Illinois (such State being hereinafter called the "Jurisdiction") described in Exhibit A attached hereto and hereby made a part hereof (the "Land");

2.1.2 All structures, improvements, buildings and any additions and alterations thereto or replacements thereof, now or hereafter erected upon the Land (all of the foregoing being collectively called the "Improvements");

2.1.3 All equipment, apparatus, furnishings, furniture, machinery, fixtures of every kind and nature whatsoever (herein called the "Personal Property") now or hereafter located in and about said Improvements, including without limitation all fixtures, fittings, appliances, apparatus, equipment, machinery, furnishings and articles of personal property now or hereafter attached or affixed to, placed upon or used in any way in connection with the use, enjoyment, operation or occupancy of the Improvements, including without limitation all landscaping and gardening equipment, all heating and incinerating apparatus and equipment whatsoever, all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, ranges, cooking utensils and apparatus and mechanical kitchen equipment, refrigerators, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing and prevention apparatus, gas and electrical fixtures, elevators, escalators, partitions, lockers, cabinets, window covering and all hardware therefor, carpeting and other floor covering, lighting fixtures, lamps and office furniture, window shades, blinds, screens, storm sash, awnings, furnishings of public spaces, halls and lobbies and shrubbery and plants, all of which property mentioned in this paragraph shall be deemed part of the realty mortgaged hereby and not severable wholly or in part without material injury to the freehold (the Land, the Improvements the Appurtenant Rights referred to in Section 2.1.4 below, and the Personal Property being herein collectively called the "Premises"); provided that notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods, as said term is used in the Uniform Commercial Code as enacted in the Jurisdiction, this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Mortgagee as a secured party and Mortgagor as debtor, all in accordance with said Uniform Commercial Code, as more particularly set forth in the Loan Agreement;

2.1.4 All of Mortgagor's estate, of whatever nature, in and to all of the easements, rights, privileges, appurtenances, air rights and development rights now or hereafter belonging or in any wise appertaining to the Premises (herein called the "Appurtenant Rights") and all of the estate, right, title, interest, claim or demand whatsoever, either in law or in equity, in possession or expectancy of Mortgagor therein and in the streets and ways, open or proposed, adjacent thereto, and in and to all strips and gores, vaults, alleyways, sidewalks and passages used in connection with the Land;

2.1.5 All working capital and other similar accounts (including without limitation reserves for the replacement of Personal Property), and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit and insurance policies arising from or related to the Premises or the business of Mortgagor conducted thereon (herein collectively called the "Accounts") and including all replacements and substitutions for, or additions to, all products and proceeds of any of the foregoing;

2.1.6 All agreements, contracts, certificates, instruments and other documents, now or hereafter entered into, pertaining to the construction, operation, management or sale of the Premises and all right, title and interest of Mortgagor, therein;

2.1.7 All unearned premiums accrued or to accrue under all insurance policies for the Premises obtained by Mortgagor, all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, proceeds of insurance and condemnation awards, and all rights of Mortgagor to refunds or real estate taxes and assessments (herein called the "Proceeds");

2.1.8 All trade names, trademarks and service marks and advertising and promotional materials now or hereafter used in connection with the Premises or any part thereof or the business of Mortgagor conducted thereon ;

2.1.9 All of Mortgagor's right, title and interest in and to all trade leases, subleases, lettings, licenses and other occupancy agreements, and guarantees thereof, for the Premises or any part thereof (herein collectively called, "Leases" and, individually, a "Lease"), including any cash or other security deposited thereunder, and the rents, issues, profits, revenue, royalties (herein collectively called the "Rents") payable under the Leases;

2.1.10 All of the books, computer software, records and files of or relating to the Premises or the business of Mortgagor conducted thereon , now or hereafter maintained by Mortgagor or for its account;

2.1.11 All awards and claims for damages made and to be made for the taking by eminent domain of the whole or any part of the Premises, including without limitation any awards for change of grade of streets, all of which awards Mortgagor hereby assigns to Mortgagee;

2.1.12 All licenses, permits, franchises and warranties attributable or allocable to all or any portion of the Premises, both real and personal, or the business of Mortgagor conducted thereon; and

2.1.13 All other properties and assets pledged as Operating Assets in and pursuant to the Loan Agreement;

TO HAVE AND TO HOLD all and sundry the Mortgaged Property hereby mortgaged warranted and conveyed or intended to so be, together with the rents, issues and profits thereof, unto Mortgagee, and its substitutes and successors forever, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois (which rights and benefits are hereby expressly released and waived), for the uses and purposes herein set forth, together with all right to retain possession of the Mortgaged Property after the occurrence any Default or Incipient Default hereunder or under any other of the Loan Documents, and Mortgagor does hereby bind itself, its successors, assigns, to warrant and forever defend all and singular the Mortgaged Property unto Mortgagee, its successors and assigns, against every person whomsoever lawfully claiming or to claim an interest in the same, or any part thereof; subject only to the lien of current real estate taxes upon the Premises not yet due and payable, Nissan Security Interests in certain of the Mortgaged Property as permitted in the Loan Agreement, and other matters approved in writing by Mortgagee (herein called "Permitted Exceptions").

2.2 Mortgage Not Exclusive. The liens, rights and security interests created hereby are in addition to all liens, pledges, and security interests granted pursuant to or provided for in the Loan Agreement and other Loan Documents; and nothing herein contained shall limit, affect or impair any such liens pledges or security interest or the right of Mortgagee to enforce the same in any lawful manner, whether or not provided for herein; nor shall any provision in any other Loan Document limit, affect or impair the lien of this Mortgage or the rights of Mortgagee hereunder.

2.3 Release of Mortgage. This conveyance, however, is intended as a mortgage and security agreement and is made upon the following trust, terms, and conditions, to wit: In the event Mortgagor shall perform and pay the Secured Obligations (including payment of all principal and interest, and all charges, disbursements and fees of Mortgagee's attorneys, if any, owing or to become owing thereon) to Mortgagee when the same shall become due, then this Mortgage shall be null and void and shall be released at Mortgagor's sole cost and expense; otherwise this Mortgage shall continue in full force and effect.

ARTICLE III

CERTAIN REPRESENTATIONS, WARRANTIES AND COVENANTS OF MORTGAGOR

Mortgagor hereby represents and warrants to and covenants with Mortgagee as follows:

3.1 Title. Mortgagor has and will at all times have (subject to the further provisions of this Mortgage) indefeasible fee title to the Mortgaged Property, subject to no lien, pledge, mortgage, mechanic's or materialmen's lien, mortgage, security interest, claim, lease, charge, option, right of first refusal, easement, restrictive covenant, encumbrance or other restriction, limitation, charge or right of others of any kind whatsoever (herein generally called "Liens"), other than the Permitted Exceptions. This Mortgage is and will at all times remain a valid and enforceable first lien on the Mortgaged Property, subject only to the Permitted Exceptions. Subject to the Permitted Exceptions, Mortgagor hereby covenants and agrees that it will preserve such title, and will forever warrant and defend the same to Mortgagee, its successors and assigns, and will forever warrant and defend the validity and priority of the lien of this Mortgage against the claims of all persons and parties whomsoever.

3.2 Compliance.

3.2.1 Mortgagor, at its own sole cost and expense, shall promptly comply with all Laws, and all orders, rules and regulations (herein called "Orders") of the National and Local Boards of Fire Underwriters or any other body or bodies exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises or any part thereof, or to the use or manner of use of the Premises or the owners, tenants or occupants thereof, or any materials and other property located therein or thereon whether or not any such Laws or Orders shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Premises;

3.2.2 Mortgagor shall, at its own sole cost and expense, observe and comply in all material respects with the requirements of the policies of public liability, fire and all other insurance at any time in force with respect to the Premises, and Mortgagor shall, in the event of any violation or attempted violation of the provisions of this subsection or subsection 3.2.1 by any occupant of any portion of the Premises, take steps, immediately upon actual knowledge of such violation or attempted violation, to remedy or prevent the same, as the case may be;

3.2.3 Mortgagor shall have the right, after notice to Mortgagee, to contest by appropriate legal proceedings, diligently conducted in good faith, in the name of Mortgagor, the validity or application of any Governmental Regulations affecting the Premises, provided that, if by the terms of any such Governmental Regulations, compliance therewith pending the prosecution of any such proceeding may legally be delayed without subjecting Mortgagor or Mortgagee to any liability (other than for the payment or accrual of interest), civil or criminal, for failure so to comply therewith, or if any lien, charge or civil liability would not be incurred by reason of any such delay, the same would not subject the Mortgaged Property or any part thereof to forfeiture, loss or suspension of operations, and Mortgagor (a) furnishes Mortgagee security satisfactory to Mortgagee against any loss or injury by reason of such contest or delay, and (b) prosecutes the contest with due diligence, then Mortgagor may delay compliance therewith until the final determination of any such proceeding;

and Mortgagor covenants that Mortgagee shall not suffer or sustain any liabilities or expenses by reason of any act or thing done or omitted to be done by Mortgagor pursuant to this Section 3.2 and that Mortgagor shall indemnify and hold harmless Mortgagee from any such liability or expense.

3.3 Taxes and other Charges. Mortgagor, from time to time when the same shall become due and payable and before any fine, penalty or additional interest may be added or imposed for late payments, will pay and discharge or cause to be paid and discharged all taxes of every kind and nature (including real and personal property taxes and income, franchise, withholding, profits and gross receipts taxes), all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, and all other public charges, whether of a like or different nature, and any easement fees or charges, imposed upon or assessed against the Mortgaged Property or any part thereof or in connection with Mortgagor's business conducted thereon, or the revenues, rents, issues, income and profits of the Mortgaged Property or arising in respect of the occupancy, use, possession or sale thereof (herein called "Impositions"). Mortgagor will deliver to Mortgagee receipts or other evidence reasonably satisfactory to Mortgagee of the payment of all Impositions, promptly after the due date thereof. Mortgagor shall not claim or demand or be entitled to any credit or credits on account of the Secured Obligations for any part of the Impositions, and no deduction shall otherwise be made or claimed from the taxable value of this Mortgage or the Secured Obligations.

3.4 Discharge of Liens. Mortgagor shall pay, from time to time when the same shall become due, all claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in or permit the creation of a Lien on the Mortgaged Property or any part thereof, or on the revenues, rents,

royalties, issues, income and profits arising therefrom, and in general will do or cause to be done everything necessary so that the first lien of the Mortgage shall be fully preserved at the sole cost and expense of Mortgagor and without expense to Mortgagee. If any such Liens are filed, Mortgagor will cause the same to be permanently discharged of record by payment or otherwise, unless Mortgagor shall in good faith and at its own expense, be contesting such Lien or Liens or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection thereof or other realization thereon or the sale or forfeiture of the Mortgaged Property or any part thereof to satisfy the same; provided that during such contest Mortgagor shall provide an indemnity bond or other security reasonably satisfactory to Mortgagee to cover the amount of the contested item or items and the amount of the interest and penalties covering the period through which such proceedings may be expected to last, and in any event assuring the discharge of Mortgagor's obligation hereunder and of any additional charge, penalty or expense arising from or incurred as a result of such contest; and if Mortgagor shall have posted a bond as security against payment of any such Lien, interest, penalties and other charges related thereto, Mortgagee shall be named as an additional obligee under the bond. Except as provided above, Mortgagor will not directly or indirectly create, incur or suffer to exist any Lien on the Mortgaged Property or any part thereof (including without limitation any Lien securing the repayment of a loan made to Mortgagor by any Officer, director or shareholder of Mortgagor or any person affiliated with any of them or with Mortgagor), whether or not junior to the lien of this Mortgage, other than the Permitted Exceptions, and such other documents as may be executed as further security for the Secured Indebtedness or in favor of Mortgagee.

3.5 Contest of Impositions. Nothing in Section 4.3 shall require the payment or discharge of any Imposition so long as Mortgagor shall in good faith and at its own expense, contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection thereof or other realization thereon and the sale or forfeiture of the Mortgaged Property or any part thereof to satisfy the same; provided that during such contest Mortgagor shall provide security reasonably satisfactory to Mortgagee to cover the amount of the contested item or items and the amount of the interest and penalties covering the period through which such proceedings may be expected to last, and in any event assuring the discharge of Mortgagor's obligation hereunder and of any additional charge, penalty or expense arising from or incurred as a result of such contest; and if Mortgagor shall have posted a bond as security against payment of any Imposition, interest, penalties and other charges related thereto, Mortgagee shall be named as an additional obligee under the bond.

3.6 Mortgagee's Taxes. Mortgagor will pay all taxes incurred by Mortgagee by reason of Mortgagee's ownership of the Notes, this Mortgage or any other Loan Document, including without limitation all real estate transfer and like taxes imposed in connection with a transfer of ownership of all or a portion of the Mortgaged Property pursuant to a foreclosure, a deed in lieu of foreclosure or otherwise. Notwithstanding the foregoing, Mortgagor shall not be required to pay any income or franchise taxes imposed on Mortgagee's net income.

3.7 Use of Premises. Mortgagor will maintain, preserve and renew from time to time such rights of way, easements, grants, privileges, licenses and franchises as are necessary for the use and operation of the Premises in the manner presently used and operated, including its use as an automobile dealership and repair facility (the "Intended Use") or any other lawful use now permitted by law and will not use or operate, or permit the use or operation of, the Mortgaged Property for any other purpose (other than incidental uses related to such Intended Use), initiate, join in or consent to any new private restrictive covenant, easement or other public or private restrictions to the use of the Premises, without the prior written consent in each instance of Mortgagee, which may be withheld in its sole discretion. Mortgagor shall, however, comply in all material respects with all lawful and restrictive covenants which may at any time affect the Premises and

with zoning ordinances and other private or public restrictions as to the use thereof. Mortgagor will not cause or maintain any nuisance in, at or on the Premises. Mortgagor will pay or cause to be paid all charges for all public and private utility services, all public or private rail and highway services (if any), all public or private communications services and all sprinkler systems and protective services at any time rendered to or in connection with the Premises or any part thereof, will comply in all material respects or use reasonable efforts to cause compliance with all contracts relating to any such services, and will do all other things required for the maintenance and continuance of all such services.

3.8 Maintenance of Premises. Mortgagor shall maintain the Premises, including all streets, sidewalks and curbs comprising same, in good repair and condition, and will continuously (other than during periods of repair after major casualty or substantial condemnation, with respect to the portions of the Premises damaged or condemned) operate the Premises in the manner and for the purposes of its Intended Use. At Mortgagor's sole cost and expense, Mortgagor will make or cause to be made, as and when the same shall become necessary, all structural and non-structural, exterior and interior, ordinary or extraordinary, foreseen and unforeseen repairs, renewals and replacements necessary to that end (including any required by Nissan in order to maintain Mortgagor's Nissan Franchise), and upon being apprised of any material defect in the repair or condition of the Premises, will repair or cure, or cause to be repaired or cured, such defect, in each case at its own expense and with due diligence. All such repairs, renewals and replacements shall be at least substantially equal in quality to the present Improvements.

3.9 Maintenance of Personal Property. Mortgagor shall cause the Improvements to be equipped with the Personal Property as appropriate or required for the operation of the Premises for its Intended Use. Except where appropriate replacements, free of superior Liens, are immediately made of a value at least equal to the value of the Personal Property being removed, no Personal Property encumbered hereby or intended so to be shall be removed from the Premises without the prior written consent of Mortgagee. The Personal Property so disposed of shall be promptly replaced by fully paid Personal Property subject to the lien hereof of the same character and of at least equal usefulness and quality subject to no adverse liens or claims.

3.10 Alterations. Mortgagor shall not, without the prior written consent of Mortgagee, perform or effect any construction or new Improvements to the Premises, excepting commercially reasonable alterations in connection with the Intended Use.

3.11 Waste. Mortgagor shall not commit or suffer any waste of the Premises or make any change in the use of the Premises which will in any way materially increase the risk of any fire or other hazard arising out of the operation of the Premises, or do or permit to be done thereon anything that may in any way impair the security of this Mortgage.

3.12 Insurance.

3.12.1 Without limiting the provisions of the Loan Agreement, but in amplification thereof, mortgagor shall effect and maintain, or cause to be maintained, insurance for Mortgagor and the Premises providing at least the following coverages:

- (i) Comprehensive all risk insurance on the Improvements and the Personal Property, including coverage against loss or damage by fire, collapse, lightning, windstorm, tornado, hail, vandalism and malicious mischief, electrical short circuit, sprinkler leakage, water damage, back-up of sewers and drains, bursting water mains, flood, earthquake and other sudden and abnormal earth movement, debris removal and demolition of the undamaged

portion of the Improvements and Personal Property, increased cost of construction and value of the undamaged portion arising out of physical loss or damage to the covered property by a peril insured against, and against loss or damage by such other, further and additional risks as now are or hereafter may be embraced by the standard extended coverage forms of endorsements, in each case (A) in an amount equal to 100% of their "Full Replacement Cost," which for purposes of this Mortgage shall mean actual replacement value (exclusive of costs of excavations, foundations, underground utilities and footings), but such amount shall in no event be less than the outstanding principal amount of the Notes; (B) containing an agreed amount endorsement with respect to the Improvements and Personal Property waiving all co-insurance provisions; (C) containing an endorsement that all covered losses will be paid on a replacement cost basis, which shall mean the actual cost to repair or without deduction for depreciation; and (D) providing for no deductible in excess of \$10,000. The Full Replacement Cost shall be ascertained upon the date hereof and thereafter from time to time (but not more frequently than once in any twelve (12) calendar months) at the request of Mortgagee by an appraiser or contractor designated and paid by Mortgagor and approved by Mortgagee, or by an engineer or appraiser in the regular employ of the insurer. After the first such appraisal, additional appraisals may be based on construction cost indices customarily employed in the trade. No omission on the part of Mortgagee to request any such ascertainment shall relieve Mortgagor of any of its obligations under this subsection;

(ii) Commercial General Liability insurance against claims for personal injury or bodily injury including death or property damage occurring upon, in or about the Premises, such insurance to (A) be on the so-called "occurrence" form with a combined single limit; (B) afford immediate protection at the date hereof to the combined single limit of not less than \$5,000,000 in respect of any one occurrence; (C) continue at not less than the said limit until required to be changed by Mortgagee in writing by reason of changed economic conditions making such protection inadequate; and (D) cover at least the following hazards: (1) premises and operations; (2) products and completed operations on an "if any" basis; (3) independent contractors; (4) blanket contractual liability for all written and oral contracts; (5) contractual liability covering the indemnities contained in this Mortgage to the extent the same is available; (6) incidental malpractice; (7) employee benefit liability; (8) owned and non-owned automobiles; and (7) such other liability insurance as is carried by operators of like businesses and properties;

(iii) Business interruption insurance or, as the case may be, rental loss insurance, (A) with loss payable to Mortgagee; (B) covering all risks required to be covered by the insurance provided for in subdivision (i) above; (C) containing an agreed amount endorsement waiving all co-insurance provisions; (D) containing an extended period of indemnity endorsement which provides that after the physical loss to the Premises has been repaired, the continued loss of income will be insured until such income either returns to the same level it was at prior to the loss, or the expiration of twelve (12) months, whichever first occurs, and notwithstanding that the policy may expire prior to the end of such period; (E) agreeing to pay for losses whether the Premises are open to the public or not; (F) covering loss of income during construction and periods of alterations to the extent that physical damage would result in loss of income, whether or not the Premises are occupied or open to the public; and (G) in an amount equal to 100% of the projected gross income from the Premises for a period of one year. The amount of such business interruption insurance shall be determined prior to the date hereof and at least once each year thereafter based on Mortgagor's reasonable estimate

of the gross income from the Premises for the succeeding twelve-month period. In the event that all or any portion of the Premises shall be damaged or destroyed, Mortgagor shall and hereby does assign to Mortgagee all claims under the policies of such insurance, and all amounts payable thereunder, and all net amounts, when collected by Mortgagee under such policies, shall be held in trust by Mortgagee and (subject to the provisions of Section 3.13.2 hereof) shall be applied to the Secured Indebtedness from time to time due and payable hereunder and under the Notes; provided, however, that nothing herein contained shall be deemed to relieve Mortgagor of its obligations to pay the Secured Indebtedness on the respective dates of payment provided for in the Notes except to the extent such amounts are actually paid out of the proceeds of such business interruption insurance;

(iv) At all times during which construction, structural repairs or alterations are being made with respect to the Improvements (A) owner's contingent or protective liability insurance covering claims not covered by or under the terms or provisions of the above mentioned Commercial General Public Liability insurance policy; and (B) the insurance provided for in subdivision (i) of this subsection written in a so-called builder's risk completed value form (1) on a non-reporting basis, (2) against all risks insured against pursuant to subdivision (i) of this subsection, and (3) including permission to occupy the Premises and with an agreed amount endorsement waiving co-insurance;

(v) Workers' compensation, subject to the statutory limits of the Jurisdiction, and employer's liability insurance with a limit of at least \$1,000,000.00 per accident, disease per employee, and disease aggregate, in respect of any work or operations on, about, or in connection with, the Mortgaged Property (if applicable);

(vi) Comprehensive boiler and machinery insurance, in such amounts as shall be reasonably required by Mortgagee; and

(vii) Such other insurance and in such amounts as Mortgagee from time to time may reasonably request against such other insurable hazards which at the time are commonly insured against in respect of property similar to the Premises located in or around the region in which the Mortgaged Property is located.

3.12.2 All insurance provided for in Section 3.12.1 hereof shall be effected under valid and enforceable policies, in such forms and, from time to time after the date hereof, in such amounts as may from time to time be satisfactory to Mortgagee, issued by financially sound and responsible insurance companies authorized to do business in the Jurisdiction as approved admitted or unadmitted carriers which have been approved by Mortgagee said carriers to be rated A-IX by Best's Rating Guide and a comparable rating from Standard & Poors Co. Prior to the date hereof, and thereafter not less than thirty (30) days prior to the expiration dates of the policies theretofore furnished to Mortgagee pursuant to Section 3.12.1, certified original copies of the policies accompanied by evidence satisfactory to Mortgagee of payment of the first installment of the premiums, shall be delivered by Mortgagor to Mortgagee; provided, however, that in the case of renewal policies, Mortgagor may furnish Mortgagee with binders therefor to be followed by the original policies when issued.

3.12.3 Mortgagor shall not take out (1) separate insurance concurrent in form or contributing in the event of loss with that required in Section 3.12.1 to be furnished by, or which may be

reasonably required to be furnished by, Mortgagor, or (2) any umbrella or blanket liability or casualty policy unless, in each case, Mortgagee is included therein as an insured, with loss payable as in this Mortgage provided. Mortgagor shall immediately notify Mortgagee of the taking out of any such separate insurance or umbrella or blanket policy by it and shall cause the policies therefor to be delivered as required in Section 3.12.1. Any blanket insurance policy shall specifically allocate to the Mortgaged Property the amount of coverage from time to time required hereunder and shall otherwise provide the same protection as would a separate policy insuring only the Mortgaged Property in compliance with the provisions of Section 3.12.1.

3.12.4 All policies of insurance provided for or contemplated by subsection 3.12.1 shall name Mortgagee and Mortgagor, as the insured or additional insured, as their respective interests may appear, and in the case of property damage insurance, shall contain a so-called New York standard mortgagee clause (or equivalent) in favor of Mortgagee providing that the loss thereunder shall be payable to Mortgagee.

3.12.5 All policies of insurance provided for in subsection 3.12.1 hereof shall contain clauses or endorsements to the effect that:

(i) No act or negligence of Mortgagor, or anyone acting for Mortgagor, or of any tenant under any Lease or other occupant or failure to comply with the provisions of any policy which might otherwise result in a forfeiture of such insurance or any part thereof shall in any way affect the validity or enforceability of such insurance insofar as Mortgagee is concerned;

(ii) Such policies shall not be materially changed (other than to increase the coverage provided thereby) cancelled or non-renewed without at least 30 days' prior written notice to Mortgagee and any other party named therein as an insured thereunder; and

(iii) Mortgagee shall not be liable for any premiums thereon or subject to any assessments thereunder.

3.12.6 Claims under each policy of insurance provided for or contemplated by subsection 3.12.1 (excluding third party liability, Workers Compensation and Employers liability insurance) in excess of \$50,000 shall be adjusted with the insurers and/or underwriters by Mortgagee respectively (provided that, so long as no Event of Default shall then have occurred and be continuing, Mortgagee agrees that it shall not settle any such claims without Mortgagor's consent (not to be unreasonably withheld, conditioned or delayed). Any such claims which do not exceed \$50,000 shall, so long as no Event of Default exists hereunder, be adjusted by Mortgagor. All costs and expenses of collecting or recovering any insurance proceeds under such policies (including without limitation the actual expenses incurred by Mortgagee, if any), including without limitation any and all fees of attorneys, appraisers and adjusters, shall be paid by Mortgagor.

3.12.7 Policies of insurance required to be furnished hereunder may be in the form of "blanket" or "master" policies provided that in such case the insurance applicable to the Mortgaged Property shall be separately stated, the insurance applicable to the Mortgaged Property shall conform to the provisions of this Section and shall otherwise provide the same protection as would a separate policy or policies insuring only the Mortgaged Property and liability in connection therewith in accordance with the provisions of this Section.

3.13 Damage or Destruction.

3.13.1 In the event of any damage to or destruction of the Premises, Mortgagor shall, promptly after obtaining knowledge of the occurrence thereof, give notice thereof to Mortgagee and shall, regardless of the dollar amount of such damage, proceed with reasonable diligence, at Mortgagor's sole cost and expense, (provided that any insurance proceeds shall be made available to Mortgagor for such purpose, as hereinafter provided) to repair and restore or cause to be repaired or restored the Premises or the portion thereof so damaged as nearly as practically possible to the condition the same were in immediately prior to such damage. If any Personal Property is damaged or lost as a result of such fire or other casualty, Mortgagor shall likewise, at its sole cost and expense (provided that any insurance proceeds shall be made available to Mortgagor for such purpose, as hereinafter provided), replace or cause to be replaced the Personal Property so damaged or lost. In the event that Mortgagor fails to advance any funds required for the completion of any such repairs or restoration, Mortgagee may, but shall not be obligated to, advance the required funds or any portion thereof and Mortgagor shall, on demand, reimburse Mortgagee for all sums advanced and actual expenses incurred by Mortgagee in connection therewith, together with interest thereon at the CML Default Rate and/or the Term Loan Default Rate, whichever is greater, from the date each such advance is made to the date of receipt by Mortgagee of reimbursement from Mortgagor, which amounts and interest shall become part of the Secured Obligations and be secured hereby. All repairs and restoration required to be made by Mortgagor hereunder shall be performed in material compliance with all Laws and Orders and shall be without any liability or actual expense of any kind to Mortgagee.

3.13.2 If by reason of any damage or destruction, any insurance proceeds are paid under any insurance policy maintained pursuant to subsection 3.12.1 hereof or otherwise (other than business interruption insurance proceeds or, as the case may be, rental loss insurance proceeds, which shall be paid as provided in clause (iii) of subsection 3.12.1), such proceeds shall be paid to Mortgagee to be held and applied as follows:

(i) Mortgagor shall apply the same to the repair and restoration of the Mortgaged Property by disbursing the same to Mortgagor in accordance with sound construction disbursement practices, provided that (A) no Event of Default or Incipient Default has occurred and is continuing and (B) the proceeds of insurance, together with funds irrevocably made available for the purpose by Mortgagor, are sufficient in the sole judgment of Mortgagee to pay all costs of repair and reconstruction;

(ii) If any excess proceeds shall remain after the repair and restoration work has been completed and paid for in full out of such insurance proceeds, such excess proceeds shall be retained by Mortgagee and applied in reduction of the Secured Obligations, whether or not then matured, in such order and priority as Mortgagee shall determine in its sole discretion; provided that if while any such insurance proceeds are held by Mortgagee an Event of Default or Incipient Default shall have occurred and be continuing, Mortgagee may apply insurance proceeds upon the Secured Obligations in such order and manner as Mortgagee may elect.

4.13.3 No destruction of or damage to the Mortgaged Property, or any part thereof, by fire or other casualty whatsoever, whether such damage or destruction be partial or total or otherwise, shall relieve Mortgagor from its liability to pay in full as and when due the Secured Obligations, or from timely, fully and faithfully performing all its other obligations hereunder and under the Loan

Documents. No application of insurance proceeds to the reduction of the Secured Obligations shall have the effect of releasing the lien of this Mortgage from all or any portion of the Premises until and unless all of the Secured Obligations have been paid in full.

4.14 Condemnation; Knowledge of Proceedings.

3.14.1 Mortgagor, promptly upon obtaining knowledge of the institution or pending institution of any proceedings or threatened proceedings for the condemnation of the Premises or any portion thereof, shall notify Mortgagee thereof, and Mortgagee may participate in any such proceedings and be represented by counsel of its selection. Mortgagor shall not make any agreement in lieu of condemnation of the Premises or any portion thereof without the prior written consent of Mortgagee in each instance, which consent shall not be unreasonably withheld or delayed in the case of the taking of any insubstantial portion of the Premises. In the event of the condemnation of the Premises or any portion thereof, any awards for condemnation or payments in lieu thereof are hereby assigned and shall be paid to Mortgagee.

3.14.2 In the event that Mortgagee shall determine in its good faith judgment after an event of condemnation that the taking of the Premises was so extensive as to make continued operation thereof not commercially viable, all of the Secured Obligations shall become immediately due and payable, and any awards for condemnation or payments in lieu thereof shall be paid over to Mortgagee and applied in reduction of the Secured Obligations in such order as Mortgagee may determine in its discretion, and any excess shall be paid to Mortgagor. Otherwise, whether or not any condemnation proceeds are available therefor, Mortgagor shall proceed with reasonable diligence, at Mortgagor's sole cost and expense, to repair and restore or cause to be repaired or restored the Premises into an architectural and commercially viable premises similar (to the greatest extent possible) to the previously existing structure, with such additional improvements as Mortgagor may elect to add. In the case of a condemnation which is not so extensive as to make continued operation of the Premises for the Intended Use and shall not result in the cancellation or termination of the Nissan Franchise Agreement, Mortgagee shall hold the condemnation proceeds and apply such proceeds to the repair and restoration of the Premises by disbursing the same to Mortgagor on a periodic basis. In the event that there are surplus proceeds of any award for condemnation or payments in lieu thereof, all such surplus proceeds shall be paid over to and/or retained by Mortgagee and shall be applied in reduction of the Secured Indebtedness in such order and priority as Mortgagee may determine in its discretion.

3.14.3 Notwithstanding any taking by public or quasi-public authority through eminent domain or otherwise, Mortgagor agrees to continue to pay all amounts due in respect of the Secured Indebtedness, which shall not be reduced until any award or payment therefor shall have been actually received by Mortgagee for application to the discharge of the Secured Indebtedness. No application of the proceeds of any award for condemnation or payments in lieu thereof to the reduction of the Secured Indebtedness shall have the effect of releasing the lien of this Mortgage from the portion, if any, of the Mortgaged Property not taken until and unless the Secured Indebtedness has been paid in full and all other Secured Obligations have been fully performed.

3.14.4 In the event of any temporary taking of the Premises or any portion thereof in condemnation or by eminent domain, Mortgagor shall continue to pay when due all Secured Indebtedness and timely perform all other Secured Obligations and, so long as there has occurred no Event of Default or Incipient Default, receive the proceeds of any award for a temporary taking paid

on a monthly basis; provided, however, that if any award payable to Mortgagor on account of such taking is made in a lump sum or is payable other than in equal monthly installments, then the award shall be paid over to Mortgagee for application monthly, pro tanto, of the Secured Obligations and any remainder shall be paid to Mortgagor.

3.15 General Right of Entry. Mortgagor agrees that it will permit Mortgagee from time to time upon at least one days' advance notice and during regular business hours (or upon occurrence of any emergency situation, without advance notice and at any time) to enter upon the Premises and inspect the Mortgaged Property to determine its compliance with the requirements of this Mortgage and the other Loan Documents and to ascertain its condition.

3.16 Separate Tax Lot. Mortgagor represents and warrants that the Premises are assessed for real estate tax purposes as one or more wholly independent tax lots, separate from any adjoining land or improvements not constituting a part of such lots.

3.17 Recording, Filing and Perfection of Security Interests; Fees.

3.17.1 Mortgagor, promptly upon the execution and delivery of the Notes and this Mortgage, and thereafter from time to time, will cause this Mortgage, the Rent Assignment and any other Loan Document creating a lien or evidencing the lien of this Mortgage upon the Mortgaged Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and to protect the lien and priority of lien hereof upon and the interest of Mortgagee in, the Mortgaged Property.

3.17.2 Mortgagor will pay all filing, registration and recording fees, and all expenses incident to the execution and acknowledgment of the Mortgage and any other Loan Document (including any security instrument with respect to the Personal Property and Proceeds) and any instrument of further assurance, and all federal, state, county and municipal mortgage recording taxes, stamp taxes and other taxes, duties, imports, assessments and charges arising out of or in connection with the execution and delivery of the Loan Documents, any supplemental hereto, any supplemental security instrument with respect to the Personal Property and Proceeds or any instrument of further assurance.

3.18 Performance of Loan Documents. Mortgagor will duly and timely perform and observe all of the terms, provisions, covenants, conditions and agreements on its part to be performed and observed under the other Loan Documents.

ARTICLE IV

EVENTS OF DEFAULT

4.1 Events of Default. It shall be an event of default (herein called "Event of Default") if one or more of the following shall occur:

4.1.1 If default shall be made in the payment when due of any installment of interest or principal due under the Notes or any Secured Indebtedness.

4.1.2 If any Event of Default shall have occurred as described in the Loan Agreement.

4.1.3 If any default shall occur in the maintenance of insurance as provided herein and in the other Loan Documents.

4.1.4 If default shall be made in the due observance or performance of any covenant, condition or agreement under this Mortgage, or under the Loan Agreement or under any of the other Loan Documents, other than those defaults referred to in or covered by subsections 4.1.1 through 4.1.3 above ("Immediate Defaults"), and such default shall continue unremedied for a period of more than thirty (30) days after Mortgagee gives notice thereof to Mortgagor; or, in any case where such default is susceptible to cure but cannot with due diligence be cured within such thirty (30) day period, such longer period (not to exceed ninety (90) days) as is required diligently to effect the cure of such default, but only so long as Mortgagor promptly notifies Mortgagee of its intention to cure and commences cure of such default within such thirty (30) day period and at all times thereafter prosecutes such cure with all due diligence to completion; provided that the periods of grace provided for in this Section 4.14 shall run concurrently with and shall not extend any period of grace provided in any other Loan Document in connection with any default thereunder.

4.1.5 If by order of a court of competent jurisdiction, a trustee, receiver, custodian or liquidator of the Mortgaged Property, or of Mortgagor, or any Guarantor, shall be appointed and, if such order results from an action of a person other than Borrower or Guarantor (or persons acting on their behalf) and such order shall not be discharged or dismissed within ninety (90) days after such appointment.

4.1.6 If Mortgagor or any Guarantor shall file a petition in bankruptcy or for relief under any similar Law, federal or state, or if, by decree of a court of competent jurisdiction, Mortgagor or any Guarantor shall be adjudicated a bankrupt, or be declared insolvent, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or receivers of all or any part of its property.

4.1.7 If any of the creditors of Mortgagor or any Guarantor shall file a petition in bankruptcy against Mortgagor or any Guarantor, as the case may be, or for the reorganization of Mortgagor or any Guarantor pursuant to the Bankruptcy Code of the United States, or any chapter thereof or any similar Law, federal or state, and if such petition shall not be discharged or dismissed within ninety (90) days after the date on which such petition was filed.

4.1.8 If final judgment for the payment of money in the amount of \$100,000.00 or more shall be rendered against Mortgagor or any Guarantor, and Mortgagor or such Guarantor shall have failed to discharge the same or cause it to be discharged within ninety (90) days from the entry thereof, or shall have failed to appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment was granted, based or entered, and to have secured a stay of execution pending such appeal.

4.1.9 If it shall be illegal for Mortgagor to pay any tax or other sum referred to in any Loan Document required to be paid by Mortgagor, or if the payment of such tax or other sum or any of the Secured Obligations by Mortgagor would result in the violation of applicable usury laws.

4.1.10 If there should occur after the date hereof the passage of any law in the Jurisdiction deducting from the value of real property for the purpose of taxation any lien or encumbrance thereon

or changing in any way the laws for the taxation of deeds of trust or mortgages or debts secured by deeds of trust or mortgages for state or local purposes or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly, on any Loan Document or the indebtedness secured by this Mortgage, and Mortgagor fails or is otherwise unable to make timely payment therefor.

4.1.11 If a default shall occur under any obligation set forth in any Permitted Exception or any other agreement, contract, instrument or indenture to which Mortgagor is a party beyond the period of grace, if any, provided therein, the effect of which entitles any obligee or obligees of such obligation to foreclose upon all or any material portion of the Mortgaged Property or permit Nissan to terminate the Nissan Franchise Agreement,, or which otherwise (in Mortgagee's good faith judgment) materially adversely affects the operations of the Improvements or Mortgagor.

4.1.12 If a default shall occur and be continuing beyond any applicable grace or cure period, if any, under the Guaranty.

ARTICLE V

REMEDIES AND RELATED MATTERS

5.1 Remedies. Upon the occurrence of any Event of Default, Mortgagee, at the option of Mortgagee, may:

5.1.1 Without notice to Mortgagor, declare the entire Secured Indebtedness outstanding, and all accrued and unpaid interest thereon, to be immediately due and payable, and upon such declaration such principal amount and said accrued and unpaid interest and all other Secured Obligations shall become and be immediately due and payable, anything in the Loan Agreement, in the Notes, in this Mortgage or in any of the other Loan Documents to the contrary notwithstanding; and

5.1.2 By itself, its agents or attorneys, or by a court-appointed receiver, enter into and upon all or any part of the Mortgaged Property and each and every part thereof and exclude Mortgagor, its agents and servants wholly therefrom; and having and holding the same, use, operate, manage and control the Mortgaged Property and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers; and upon every such entry, at the expense of Mortgagor and of the Mortgaged Property, from time to time, either by purchase, repairs or construction, maintain and restore the Mortgaged Property and, likewise make all necessary or proper repairs, renewals and replacements and such alterations, betterments, additions and improvements thereto and thereon as it may deem advisable and insure the same; and in every such case Mortgagee shall have the right to manage and operate the Mortgaged Property and exercise all rights and powers of Mortgagor, as its attorney-in-fact, coupled with an interest, or otherwise, as it shall deem best; and without limiting the generality of the foregoing, acting as Mortgagor's attorney-in-fact as aforesaid, Mortgagee shall be entitled to collect and receive all Rents and other earnings, revenues, issues, profits and income of the Mortgaged Property and after deducting the expenses of conducting the business thereof and the costs of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other proper charges upon the Mortgaged Property or any part thereof, as well as just and reasonable compensation for the services of all attorneys, counsel, agents, clerks, servants and other employees engaged or employed by it, Mortgagee may apply the remainder of the monies

so received by it, first to the payment of any other sums required to be paid by Mortgagor under this Mortgage; then to the payment of all other Secured Indebtedness and performance of the Secured Agreements in such order as Mortgagee shall elect; and the balance, if any, shall be turned over to Mortgagor or such other person as may be lawfully entitled thereto; and

5.1.3 With or without entry, personally or by its agents or attorneys insofar as applicable:

(i) Foreclose the lien and security interest of this Mortgage against the Mortgaged Property, or any portion thereof, in accordance with the laws of State of Illinois and the provisions hereof for all Secured Obligations secured hereby or for any portion of such Secured Obligations or any other sums secured hereby which are then due and payable, subject to the continuing lien of this Mortgage for the balance of the Secured Obligations not then due; it being agreed that several sales may be made hereunder without exhausting the rights of sale for any other breach by Mortgagor of any of the Secured Obligations secured hereby, it being the purpose to provide for foreclosure and sale of the Mortgaged Property, or any portion thereof, for any matured portion of any of the Secured Obligations secured hereby or otherwise provided for herein without exhausting the power to foreclose and sell the Mortgaged Property, or any portion thereof, for any other part of the Secured Obligations secured hereby, whether matured at the time or subsequently maturing;

(ii) Apply for and obtain the appointment of a receiver of the Mortgaged Property, to which Mortgagee shall be entitled without regard to adequacy of the security for the Secured Obligations and without regard to the solvency of Mortgagor, any Guarantor or any other person; and

(iii) Take such other steps to protect and enforce their respective rights, whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Notes, the Loan Agreement, this Mortgage or any other Loan Document, or in aid of the execution of any power granted herein or in the Note, this Mortgage or any other Loan Document, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagee may elect.

5.2 Appointment of Receiver: Application of Proceeds, Waiver of Right of Redemption; Etc.

5.2.1 Notwithstanding the appointment of any receiver as aforesaid Mortgagee shall be entitled, to the extent permitted by law, under the provisions of the Illinois Mortgage Foreclosure Act or otherwise, to retain possession and control of the Mortgaged Property; and any such receiver or Mortgagee, as the case may be shall have all of the powers and authority permitted by applicable law.

5.2.2 The proceeds of any foreclosure sale made by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, together with any other sums which may then be held by Mortgagee pursuant to this Mortgage, whether under the provisions of this subsection or otherwise, shall be applied as follows:

First: To the payment of the actual costs and expenses of such foreclosure and sale including compensation to Mortgagee and the fees, charges and disbursements of its agents, and the charges, disbursements and reasonable fees of its counsel, and of any judicial or other proceedings wherein the same may be made, and of all expenses, liabilities and advances

made or incurred by Mortgagee under this Mortgage, together with interest at the Default Rate (as defined in the Note) on all advances made by Mortgagee, and of taxes, assessments or other charges.

Second: To the payment of any actual expenses, charges, losses, indemnities, penalties, premiums (including, without limitation, Prepayment Premiums, as defined in the Loan Agreement and late payment charges and premiums) and all other amounts due under the Loan Documents, excluding interest and principal.

Third: To the payment of interest on the unpaid principal due under the Note.

Fourth: To the payment of principal due under the Note.

Fifth: To the payment of all other Secured Obligations.

Sixth: To the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive the same.

5.2.3 Mortgagee shall have the right to be a purchaser at any sale made under or by virtue of this Mortgage, by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, and on so purchasing shall have the right to be credited with the Secured Indebtedness upon the amount of the bid made therefor, and in the event of institution of foreclosure proceedings, the Secured Obligations, if not previously due, shall be and become immediately due and payable without demand or notice of any kind.

5.2.4 Mortgagor will not at any time (a) insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of a stay or extension or moratorium law, any exemption from attachment, execution or sale of the Mortgaged Property, or any part thereof, whether enacted now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage, (b) claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to the decree, judgment or order of any court of competent jurisdiction; (c) after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the Mortgaged Property so sold, or any part thereof; and Mortgagor hereby expressly waives all benefit and advantage of any such law or laws, and covenants and agrees not to hinder, delay or impede the execution of any right, power or remedy herein granted or delegated to Mortgagee, but to suffer and permit the execution of every right, power or remedy as though no such law or laws had been made or enacted.

5.2.5 Without limiting the generality of Subsection 5.2.4, Mortgagor, for itself and all who claim under it, (a) waives, to the extent that it lawfully may, the benefit of any homestead exemption and any and all right to have the Mortgaged Property marshalled upon any foreclosure and sale hereunder and (b) any and all rights of redemption to the full extent provided for and permitted pursuant to the laws of the State of Illinois including but not limited to 735 ILCS 5/15-1501 et seq. and any successor or substitute statutory provision.

5.2.6 Mortgagor further covenants and agrees that:

(a) During the continuation of any Event of Default, Mortgagee shall be entitled and empowered to institute such actions or proceedings at law or in equity as it may consider advisable for the collection of the Secured Obligations, and may prosecute any such action or proceeding to judgment or final decree, and may enforce any such judgment or final decree against Mortgagor or any Guarantor or any Person liable therefor in any manner provided by law, and:

(i) Mortgagee shall be entitled to recover judgment as aforesaid either before, after or during the pendency of any proceeding for the enforcement of any remedies provided for in the Notes, this Mortgage, the Loan Agreement or the other Loan Documents and the right of the Mortgagee to recover judgment as aforesaid shall not be affected by the passage or entry of a decree of foreclosure or sale of the Mortgaged Property, or any part thereof, or by the enforcement of the provisions of the Notes, this Mortgage, The Loan Agreement and the other Loan Documents or the foreclosure of the lien hereof;

(ii) In the event of a foreclosure sale of all or any part of the Mortgaged Property, and of the application of the proceeds of sale, as in this Mortgage provided, to the payment of the Secured Obligations, the Mortgagee, except as otherwise provided in the Notes or Loan Agreement, shall be entitled to enforce payment of, and to receive all amounts then remaining due and unpaid with respect to the Secured Obligations, and shall be entitled to recover judgment for any portion of the Secured Obligations remaining unpaid, together with interest as provided in the Notes and Loan Agreement against all persons liable therefor, including Mortgagor and each Guarantor;

(iii) In case of proceedings against Mortgagor in insolvency or bankruptcy or any proceedings for its reorganization or involving the liquidation of its assets, the Mortgagee shall be entitled to prove the whole amount due on account of the Secured Obligations;

provided, however, that in no case shall Mortgagee receive a greater amount than the total amount due on account of the Secured Obligations from the aggregate amount of the proceeds of the sale of the Mortgaged Property and the distribution from the estate of Mortgagor; and

(b) No recovery of any judgment against any person or out of any property of Mortgagor or other person liable for the Secured Obligations shall affect, in any manner or to any extent, the lien of this Mortgage upon the Mortgaged Property, or any part thereof, or any liens, rights, powers or remedies of Mortgagee hereunder, under the Loan Agreement or under any other Loan Document, but such liens, rights, powers and remedies of Mortgagee shall continue unimpaired as before until the Secured Obligations shall have been paid and satisfied in full.

5.2.7 If Mortgagee shall commence any proceeding to enforce any right, power or remedy hereunder or under the Notes, the Loan Agreement or any the other Loan Document and such proceeding shall be discontinued or abandoned for any reason, then in every such case the parties shall be restored to their former positions and the rights, powers and remedies of Mortgagee shall continue as if no such proceeding had been commenced.

5. No Conditions Precedent to Exercise of Remedies. Mortgagor acknowledges and agrees that:

(a) Mortgagor shall not be relieved of any obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or of any other person to take action to foreclose on this Mortgage or otherwise to enforce any provisions of the Notes, this Mortgage, the Loan Agreement or any other Loan Document, or by reason of the release, regardless of consideration, of all or any part of the Mortgaged Property, or of the obligation of any Guarantor or by reason of any agreement or stipulation between any subsequent owner of the Mortgaged Property and Mortgagee extending the time of payment or modifying the terms of the Notes, this Mortgage, the Loan Agreement or any other Loan Document without first having obtained the consent of Mortgagor, and, in the latter event, Mortgagor shall continue to be liable to make payment according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Mortgagee;

(b) Mortgagee shall not be required to proceed hereunder against all or any part of the Mortgaged Property before proceeding against any other part of the Mortgaged Property pursuant to the provisions of the Loan Agreement or any other Loan Document or any other security or Guaranty held by Mortgagee for the payment of the Secured Obligations or for the performance by Mortgagor of its obligations under the Note, this Mortgage, the Loan Agreement or any of the Loan Documents, nor shall Mortgagee be required to proceed against such other security or against any Guarantor before proceeding hereunder; and

(c) Mortgagee shall be entitled to proceed as aforesaid in such order and manner as it may elect and no such action by Mortgagee shall operate to preclude it from proceeding against any or all of any security or Guaranty at the same time or in any order.

5.4 No Merger. It is the intention of the parties hereto that if Mortgagee shall at any time hereafter acquire title to all or any portion of the Mortgaged Property, then, and until the Secured Obligations have been paid and satisfied in full, the interest of the Mortgagee hereunder and the lien of this Mortgage shall not merge or become merged in or with the estate and interest of the Mortgagee as the holder and owner of title to all or any portion of the Mortgaged Property and that, until such payment and satisfaction, the estate of Mortgagee in the Mortgaged Property and the lien of this Mortgage and the interest of the Mortgagee hereunder shall continue in full force and effect to the same extent as if the Mortgagee had not acquired title to all or any portion of the Mortgaged Property.

5.5 Remedies Cumulative. The remedies specified in this Article V shall be in addition to all other rights and remedies provided herein or in the Loan Agreement or in any other Loan Document and which Mortgagee may have at law or in equity and no single or partial exercise by Mortgagee of any right or remedy hereunder or under any other Loan Document or which Mortgagee may have at law or in equity shall exhaust the same or shall preclude any other or further exercise thereof or of any other right or remedy hereunder or under any other Loan Document or which Mortgagee may have at law or in equity, and every such right or remedy hereunder or under any other Loan Document or which Mortgagee may have at law or in equity may be exercised at any time and from time to time after the occurrence of an Event of Default.

5.6 Mortgagee's Performance of Mortgagor's Obligations. If Mortgagor shall fail timely to perform any of the covenants, agreements and undertakings contained in this Mortgage, the Notes, the Loan Agreement or any other Loan Document, Mortgagee may, upon notice to Mortgagor make advances to perform the same on Mortgagor's behalf (except that Mortgagee agrees that it shall not make advances under

this Section to pay any amount (s) secured by a Lien, or any Imposition, which Mortgagor is then contesting fully in accordance with the provisions of this Mortgage; provided that:

(a) Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any Event of Default, nor shall the provisions of this Section 5.6 or any exercise by Mortgagee of its rights hereunder prevent any default from constituting an Event of Default;

(b) Mortgagee, in making any payment hereby authorized (i) relating to Impositions, may do so according to any bill, statement or estimate, without inquiry into the validity of any such Imposition; (ii) for the purchase, discharge, compromise or settlement of any Lien, may do so without inquiry as to the validity or amount of any claim for Lien which may be asserted; or (iii) in connection with the rental, operation or management of the Mortgaged Property or the payment of sales or operating costs thereof, may do so in such amounts and to such persons as Mortgagee may deem appropriate;

(c) All funds advanced by and/or on behalf of Mortgagee for the purposes aforesaid shall constitute so much additional Secured Obligations as Secured Indebtedness, bearing interest at the CML Default Rate or the Term Loan Default Rate, whichever is higher, from the date advanced until paid, payable on demand and secured hereby and by the other Loan Documents; and

(d) Nothing contained herein shall be construed to require Mortgagee to advance monies for any purpose.

ARTICLE VI MISCELLANEOUS

6.1 Enforceability. In the event that any provision of this Mortgage, any Note, the Loan Agreement or any other Loan Document or the application thereof to Mortgagor or any circumstance in any jurisdiction governing this Mortgage, any Note, the Loan Agreement or such Loan Document shall, to any extent, be invalid or unenforceable under any Law, such provision shall be deemed inoperative only to the extent that it may conflict therewith and shall be deemed modified to conform to such Law, and the remainder of this Mortgage, the Notes, the Loan Agreement or other Loan Document and the application of such invalid or unenforceable provision to parties, jurisdictions or circumstances other than to whom or to which it is held invalid or unenforceable shall not be affected thereby nor shall the same affect the validity or enforceability of any other provision of this Mortgage, the Notes, the Loan Agreement or any other Loan Document.

6.2 Maximum Rate of Interest. Notwithstanding any contrary provision of this Mortgage, in no event shall the aggregate of the interest payable hereunder or under Note A, Note B or any other Loan Document, or penalties or premiums for late payments, Prepayment Premiums (as defined in Note A) loan servicing fees, application fees, commitment fees, "points" or any other amounts, fees or charges which would under any applicable Law be deemed "interest" ever exceed the maximum amount of interest which under any applicable Law could be lawfully charged on the principal balance of Note A or Note B from time to time outstanding. In this connection, it is expressly stipulated and agreed that it is the intention of Mortgagee and Mortgagor in the execution and delivery of the Notes, this Mortgage, the Loan Agreement, the Rent Assignment, the Indemnity Agreement and any other Loan Document contractually to limit the maximum amounts charged to, contracted for with, or received from Mortgagor in connection with the Secured Obligations which would be deemed "interest" under any applicable Law to the maximum non-usurious amount of interest which would be permitted under such Law. In furtherance thereof, it is stipulated and agreed that none of the terms

of this Mortgage, the Note, the Rent Assignment, the Indemnity Agreement or any other Loan Document shall ever be construed to create a contract to pay for the use, forbearance or detention of money interest at a rate in excess of the maximum non-usurious interest rate permitted to be charged to, contracted for with, or received from Mortgagor by Mortgagee under any applicable Law; neither Mortgagor nor Guarantor under the Guaranty, endorser or other parties now or hereafter becoming liable for the payment of the Secured Obligations shall ever be liable for interest in excess of the maximum non-usurious interest that under any applicable Law could be charged, contracted for or received from Mortgagor by Mortgagee; and the provisions of this Section shall be deemed to govern the maximum rate and amount of interest which may be paid upon the Secured Indebtedness either pursuant to the Notes, this Mortgage, the Loan Agreement or any other Loan Document or instrument and shall control over all other provisions of this Mortgage, the Notes, the Loan Agreement, the Rent Assignment or any other Loan Document which might be in apparent conflict herewith. Specifically and without limiting the generality of the foregoing, it is expressly provided:

6.2.1 If and when any installment of the interest calculated under the Loan Agreement becomes due and the aggregate amount thereof, when added to the aggregate amount of any other amounts which constitute interest on the Secured Indebtedness and which have been heretofore paid on said indebtedness, would be in excess of the maximum non-usurious amount of interest permitted by any applicable Law, in light of all discounts, payments or prepayments theretofore made on said indebtedness and presuming the Secured Indebtedness will be paid at their stated maturity date, then the aggregate amount of such interest installment shall be automatically reduced to the maximum sum, if any, which could lawfully be paid as interest on the principal balance of the CML Note or the Term Note on such date under such circumstances.

6.2.2 If under any circumstances the aggregate amounts paid on either Note, the Loan Agreement, this Mortgage, the Indemnity Agreement, the Rent Assignment and any other Loan Document prior to and incident to final payment thereof include any amounts which under any applicable Law would be deemed interest and which would exceed the maximum non-usurious amount of interest which, under any applicable Law, could lawfully have been collected on such indebtedness, Mortgagor and Mortgagee stipulate that such payment and collection will have been and will be deemed to have been the result of mathematical error on the part of both Mortgagor and Mortgagee, and the person or entity receiving such excess payment shall promptly refund the amount of such excess (to the extent only of the excess of such interest payments above the maximum non-usurious amount which could lawfully have been collected and retained under any applicable Law) upon discovery of such error by the person or entity receiving such payment or Notice thereof from the person or entity making such payment; and

6.2.3 All amounts paid or agreed to be paid in connection with the Secured Obligations which would under any applicable Law be deemed "interest" shall, to the extent permitted by such Law, be amortized, prorated, allocated and spread throughout the full term of the particular Note.

6.3 Notices. All notices or other communications required or permitted hereunder shall be made and shall be deemed effectively given in the manner and to the effect set forth in the Loan Agreement for notices

6.4 No Release. Mortgagor agrees that no other security, now existing or hereafter taken, for the Secured Obligations shall be impaired or affected in any manner by the execution hereof; no security subsequently taken by any holder of the Secured Obligations shall impair or affect in any manner the security given by this Mortgage; all security for the payment of the Secured Obligations shall be taken, considered,

and held as cumulative; and the taking of additional security shall at no time release or impair any security by endorsement or otherwise previously given. Mortgagor further agrees that any part of the security herein described may be released without in any way altering, varying, or diminishing the force, effect, or lien of this Mortgage, or of any renewal or extension of said lien, and that this Mortgage shall continue as a first lien, assignment, and security interest on all the Mortgaged Property not expressly released until all Secured Obligations are fully discharged and paid.

6.5 Attorneys' Fees and Costs of Mortgagee. Mortgagor agrees to pay, within ten (10) Business Days of demand of Mortgagee, all actual expenses (including reasonable attorney fees, whether or not suit is instituted) incurred by Mortgagee, including without limitation attorneys' charges, disbursements and reasonable fees, in connection with the enforcement by Mortgagee of any of Note A, Note B, this Mortgage, the Indemnity Agreement, the Rent Assignment or any of the other Loan Documents.

6.6 Brokerage. Mortgagor hereby indemnifies and holds harmless Mortgagee against all liability, cost and expense, including without limitation attorneys' charges, disbursements and reasonable fees, incurred in connection with any claims which may be asserted by any broker or finder or similar agent alleging to have dealt with Mortgagor in any of the transactions contemplated hereby.

6.7 Indemnification. Mortgagor will protect, indemnify and save harmless Mortgagee from and against any and all liabilities, obligations, claims, damages, penalties, assessments, fines, causes of action and actual expenses (including without limitation attorneys' disbursements, charges and reasonable fees) imposed upon or incurred by or asserted against Mortgagee or the Mortgaged Property or any of Mortgagee's interest therein, by reason of the Loan or the consummation of the transactions contemplated hereby, or resulting from or the occurrence or existence during or prior to the term of this Mortgage of any of the following: (i) ownership by Mortgagor of any interest in the Mortgaged Property or receipt of any rent or other sum therefrom during any period when Mortgagor has not been excluded from possession; (ii) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Mortgaged Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, and streets and ways during any period when Mortgagor has not been excluded from possession; (iii) any design, construction, operation, use, nonuse or condition of the Mortgaged Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, and streets and ways, including, without limitation, claims or penalties arising from violation of any requirement of law or insurance requirements as well as any claim based on any patent or latent defect, whether or not discoverable by Mortgagor, any claim as to which the insurance is inadequate, and any claim in respect of any adverse environmental impact or effect (other than those caused by Mortgagee or its agents); (iv) any negligence or tortious act or omission on the part of Mortgagor or any of its agents, contractors, servants, employees, sublessees, licensees, guests or invitees; (v) any failure by Mortgagor or any Guarantor to perform its or his obligations under this Mortgage, the Notes, the Loan Agreement, the Indemnity Agreement, the Rent Assignment, the Guaranty or any other Loan Document; or (vi) any claims against Mortgagee arising from the alleged or actual breach of any of Mortgagor's obligations, indemnities and agreements hereunder, under the Loan Agreement or any other Loan Document, whether such claim proves true or false. Mortgagor further agrees that its obligations under this Section 6.7 shall include, but are not limited to, (a) liability for damages resulting from the personal injury or death of an employee of Mortgagor, regardless of whether Mortgagor has paid the employee under the worker's compensation laws of the Jurisdiction, or other similar federal or state legislation for the protection of employees, and (b) indemnifying Mortgagee for all reasonable attorney's charges, disbursements and fees, and all other actual expenses incurred by Mortgagee to enforce the terms of this Section 6.7. Mortgagor's obligations under this Section 6.7 are exclusive of, and in addition to, any and all insurance obligations which Mortgagor has under this Mortgage and any of its obligations under the Indemnity Agreement. If any action or proceeding shall

be threatened or commenced by Mortgagor, Mortgagee or any third party (including without limitation an action to foreclose this Mortgage or to collect the Secured Indebtedness or to enforce Mortgagee's rights under the Notes, the Loan Agreement, the Indemnity Agreement, the Rent Assignment or any other Loan Document), to which action or proceeding Mortgagee is made or threatened to be made a party by reason of the execution of this Mortgage, the Notes, the Loan Agreement, the Assignment of Leases, the Indemnity Agreement, or any other Loan Document or in which it becomes necessary to enforce, defend or uphold the lien of this Mortgage or Mortgagee's rights hereunder or under the Notes, the Loan Agreement or any other Loan Document all actual expenses incurred by Mortgagee in connection with any litigation or threatened litigation to enforce, prosecute or defend the rights and lien created hereby or otherwise incurred in connection with any such action or proceeding referred to in this Section' whether instituted or threatened (including without limitation attorneys' charges, disbursements and reasonable fees, whether or not suit or action is instituted) shall be paid by Mortgagor to Mortgagee upon demand. In case any action, suit or proceeding is brought or threatened against Mortgagee by reason of any such occurrence, Mortgagor, upon request of Mortgagee, will, at Mortgagor's sole cost and expense, resist and defend such action, suit or proceeding or cause the same to be resisted or defended by counsel designated by Mortgagor and approved by Mortgagee, which approval shall not be unreasonably withheld or delayed. The indemnifications provided for in this Section 6.7 shall not extend to or include an indemnification of Mortgagee against its own gross negligence or willful misconduct.

6.8 Environmental Matters.

(a) Without limiting the foregoing obligations and indemnities of Mortgagor or any provisions of the Indemnity Agreement, Mortgagor hereby represents and warrants that to the best of its knowledge it is currently in compliance with, and covenants and agrees that it will manage and operate the Premises and will cause each tenant under any Lease to occupy its demised portion of the Mortgaged Property in compliance with, all Governmental Regulations regulating air pollution, soil pollution and water pollution and the use, generation, storage, handling or disposal of hazardous or toxic substances or other materials (including without limitation raw materials, products, supplies or wastes) applicable to the Premises. Mortgagor further covenants and agrees that it shall not install or permit to be installed in the Premises, asbestos or any substance containing asbestos or deemed hazardous by or in violation of federal, state or local laws, rules, regulations or orders respecting such material. Mortgagor hereby represents and warrants that it has heretofore delivered to Mortgagee true, correct and complete copies of all reports, citations, notices and other writings, including without limitation hazardous waste disposal manifests, which Mortgagor has received from or delivered to any Governmental Authority empowered to regulate or oversee any of the foregoing activities; and Mortgagor covenants and agrees that it shall from and after the date hereof deliver to Mortgagee within six (6) days of completion or receipt thereof, true, correct and complete copies of all such writings prepared or received by Mortgagor. Mortgagor shall remove from the Premises and dispose of any such hazardous or toxic substances or materials in a manner consistent with and in compliance with applicable Laws and shall take any and all other action to remedy, rectify, rehabilitate and correct any violation of any applicable Law concerning toxic or hazardous substances or any violation of any agreement entered into between Mortgagor, Mortgagee and/or any third party with respect to hazardous or toxic materials; and

(b) Mortgagor agrees to indemnify, defend with counsel reasonably acceptable to Mortgagee (at Mortgagor's sole cost and expense), and hold Mortgagee harmless against any claim, response or other actual expenses, damages, liability or demand (including without limitation all attorneys' charges, disbursements and reasonable fees incurred by Mortgagee) arising out of any

claimed violation by Mortgagor of any of the foregoing Governmental Regulations or breach of any of the covenants or agreements of this Section, except those caused by Mortgagee or its agents.

6.9 Effect of Extensions and Amendments. If the payment of the Secured Obligations, or any part thereof, shall be extended or varied, or if any part of the security or guaranties therefor be released, all persons (including, without limitation the Guarantor under the Guaranty now or at any time hereafter liable therefor, or interested in the Mortgaged Property, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage or other Lien upon the Mortgaged Property or any part thereof or any interest therein, shall, without waiving any other limitations in this Mortgage on such Liens, take the said Lien subject to the rights of Mortgagee to amend, modify, extend or release the Notes, the Loan Agreement, this Mortgage, any of the other Loan Documents, or any other document or instrument evidencing, securing or guarantying the Secured Obligations, in each case without obtaining the consent of the holder of such junior Lien and without the lien of this Mortgage losing its priority over the rights of any such junior Lien.

6.10 No Joint Venture. Mortgagor acknowledges that the relationship between the parties is that of mortgagor and mortgagee and that in no event shall Mortgagee be deemed to be a partner or joint venturer with Mortgagor. Mortgagee shall not be deemed to be such a partner or joint venturer by reason of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or any other of the Loan Documents.

6.11 Funds Held in Accounts. Mortgagor hereby agrees that Mortgagee shall have no liability for any investment losses or reduction in value which accrue or occur with respect to any amounts held by Mortgagee in any accounts hereunder for the benefit or account of Mortgagor or the Premises (such as, but not limited to, insurance proceeds or partial condemnation awards) and any such losses shall be borne solely by Mortgagor except where such losses are caused by Mortgagee's culpable negligence or willful misconduct. In addition, Mortgagor agrees that all interest and/or other income on such funds shall for income tax purposes be deemed to belong to Mortgagor. Nothing herein contained shall obligate Mortgagee to invest or pay interest on any such funds.

6.12 Expenses of Mortgagee. Any reference herein to "actual expenses incurred by Mortgagee" shall be deemed to refer to actual costs and expenses incurred by Mortgagee paid or payable to third parties (as opposed to Mortgagee's general overhead expenses).

6.13 Governing Law. This mortgage shall be governed by and construed in accordance with the laws of Illinois and any applicable laws of the United States of America.

6.14 Captions and Pronouns. The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

6.15 Amendments, Waivers, Etc. No amendment, modification, termination, or waiver of any provision of this Mortgage nor consent to any departure therefrom shall in any event be effective unless the same shall be in writing and signed by the party against which such action or waiver is sought to be charged, and then such action or waiver shall be effective only in the specific instance and for the specific purpose for

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which given or omitted. No notice to or demand on Mortgagor in any case shall entitle Mortgagor to any other or further notice or demand in similar or other circumstances except as provided in this Mortgage.

6.16 Entire Agreement. This Mortgage, the Notes, the Loan Agreement, the Indemnity Agreement, the Rent Assignment and the other Loan Documents embody the entire agreement between the parties hereto and supersede all prior agreements and understandings between them relating to the same subject matter.

6.17 Successors and Assigns. All of the grants, covenants, terms, provisions and conditions of this Mortgage shall apply to and bind and benefit the successors and assigns of Mortgagor, and apply to and inure to the benefit of and bind the successors and assigns of Mortgagee.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of date first set forth above.

BORROWER:

Kelly Nissan, Inc., an Illinois corporation

By:

Arthur W. Kelly
Arthur W. Kelly, President

G:\Manufacturers Bank\Kelly Nissan - Mortgage Term Loan\CML Mortgage

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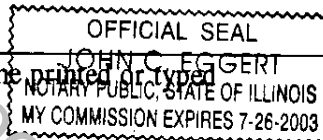
00291834

State of Illinois)
)
County of Cook) SS

I, John C Eggert, a Notary Public in and for the County and State aforesaid, do hereby certify that Arthur W Kelly, the President of **Kelly Nissan, Inc., an Illinois corporation** ("Corporation") who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of the Corporation, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and the free and voluntary acts of the Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of April

John C Eggert
Notary Public



My Commission Expires:

Property of Cook County Clerk's Office

EXHIBIT A

889700-125

LEGAL DESCRIPTION

PARCEL 1A:

The East 69.25 feet of Lot 3 and that part of Lot 2 described as follows:
Beginning at the Southwest corner of said Lot 2; thence East along the South line of Lot 2, 140.75 feet; thence North at right angles to the South line of Lot 2, 150 feet to a point; thence West parallel to the South line of Lot 2, 47 feet; thence North at right angles to the last described line 150 feet to a point in the North line of Lot 2 that is 93.75 feet East of the Northwest corner of Lot 2; thence West along the North line of Lot 2, 93.75 feet to the Northwest corner of Lot 2; thence South along the West line of Lot 2 to the point of beginning, all in Wiegel and Kilgallens 95th Street Subdivision of the North 300 feet of the South 350 feet of the East 3/4 of the Southwest 1/4 of the Southeast 1/4 of Section 3, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

PARCEL 1B:

The West 163 feet of the following described property taken as a tract: The North 25 feet of the South 375 feet (except the East 33 feet thereof and except the West 262.50 feet thereof) of the East 3/4 of the Southwest 1/4 of the Southeast 1/4 of Section 3, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

PARCEL 1C:

That part of Lot 2 in Wiegel and Kilgallens 95th Street Subdivision of the North 300 feet of the South 350 feet of the East 3/4 of the Southwest 1/4 of the Southeast 1/4 of Section 3, Township 37 North, Range 13 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said Lot 2; thence East along the South line of Lot 2 for a distance of 140.75 feet to the point of beginning; thence North at right angles to the South line of Lot 2 for a distance of 150.00 feet to a point; thence West parallel with the South line of Lot 2 for a distance of 47.00 feet to a point; thence North 150 feet to a point of the North line of Lot 2 that is 93.75 feet East of the Northwest corner of said Lot 2; thence East along the North line of Lot 2 for a distance of 87.00 feet to a point; thence South for a distance of 300 feet to a point on the South line of Lot 2, said point being 180.75 feet East of the Southwest corner of said Lot 2; thence West along the South line of Lot 2 for a distance of 40.00 feet to the point of beginning, in Cook County, Illinois;

PARCEL 1D:

The West 86.98 feet of the North 25 feet of the South 375 feet (except the East 33 feet thereof and except the West 425.50 feet thereof) of the East 3/4 of the Southwest 1/4 of the Southeast 1/4 of Section 3, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

24-03-408-010

24-03-400-037

24-03-408-013

24-03-400-040