

THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:

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**MORTGAGE, SECURITY AGREEMENT, AND
ASSIGNMENT OF LEASES AND RENTS**

This Mortgage, Security Agreement and Assignment of Leases and Rents is made as of the 17th day of March, 2003, by and between 9555 IRVING PARK, L.L.C., a Delaware limited liability company ("Mortgagor"), in favor of COLE TAYLOR BANK ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor executed and delivered to Mortgagee that certain Installment Note Secured by Mortgage dated of even date herewith payable to the order of Mortgagee in the original principal amount of \$1,500,000.00, which note bears interest and is payable on the terms more fully described therein ("Note").

NOW, THEREFORE, Mortgagor, to secure (i) the payment of all principal and interest as and when the same become due and payable under the Note (whether by lapse of time, acceleration or otherwise), (ii) the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms and the performance of all covenants and agreements (and the accuracy of all representations and warranties) contained in this Mortgage and in any other instrument securing the Note and delivered in connection with the indebtedness represented by the Note (the Note, the Mortgage, and any other instrument, document or agreement securing the Note or executed and delivered in connection with the indebtedness represented by the Note are hereinafter referred to, collectively, as the "Loan Documents"), and (iii) the payment of all liabilities and obligations to Mortgagee of Mortgagor does hereby MORTGAGE, WARRANT, GRANT, BARGAIN, SELL, CONVEY, ASSIGN AND GRANT A FIRST PRIORITY SECURITY INTEREST unto Mortgagee, its successors and assigns forever the real estate described on Exhibit A attached hereto and all of its estate, right, title and interest therein (the "Real Estate") situated, lying and being in the Village of Schiller Park, County of Cook and State of Illinois, together with all of Mortgagor's right, title and interest in and to the following described property now owned or hereinafter acquired (which property, together with the Real Estate, is collectively referred to as the "Premises"), to wit:

(1) any after-acquired title or reversion in and to the beds of any vaults, streets, avenues, alleys and other passageways adjoining the Real Estate;

(2) all estates, appurtenances, tenements, easements, licenses, franchises, royalties and hereditaments, all gas, oil and mineral rights and privileges, all riparian, irrigation and

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drainage rights and privileges and all other rights, liberties and privileges thereof or in any way now or hereafter appertaining, including any after-acquired title, franchise or license and the reversion and reversions and remainder and remainders thereof, relating to or benefiting the Real Estate;

(3) all of Mortgagor's interest and rights as lessor in and to all leases now or hereafter affecting the Premises or any part thereof and all rents, issues, proceeds and profits accruing and to accrue from the Premises, whether payable pursuant to any present or future lease or otherwise growing out of any occupancy or use of the Premises (which are pledged primarily and on a parity with the Real Estate and not secondarily);

(4) all proceeds or sums payable in lieu of or as compensation for the loss of or damage to the Premises, all rights in and to all present and future fire and other hazard insurance policies pertaining to the Premises, any and all monies or other assets (including prepaid insurance policies) at any time on deposit with Mortgagee or a depository designated by Mortgagee (whether deposited by or on behalf of Mortgagor or anyone else) pursuant to any of the provisions of this Mortgage and all awards paid or to be paid in connection with or in lieu of any condemnation, eminent domain, change of grade or similar proceeding for the taking or for the degradation in the value of all or any part of the Premises;

(5) all buildings and improvements of every kind and description now or hereafter erected or placed on the Real Estate and all materials intended for the construction, reconstruction, alteration and repair of any such buildings and improvements, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the Premises;

(6) all fixtures and personal property now or hereafter owned by Mortgagor and attached to or contained in and used in connection with the Premises including, but not limited to, heating, cooling, ventilating, communication and security equipment, pipes, pumps, tanks, sprinklers and other plumbing equipment and fixtures, lighting, wires, conduit and other electrical equipment and fixtures, boilers, ranges, furnaces, oil burners and units thereof, vacuum cleaning systems, elevators, escalators, engines, motors and other mechanical equipment and fixtures, awnings, screens, storm doors, windows and window treatments, stoves, refrigerators and other appliances and equipment, partitions, mantels, cabinets and other millwork, rugs, carpets, and other floor coverings, furniture and furnishings used in the operations of the Premises and all additions thereto and renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to any building or buildings in any manner, it being mutually agreed, intended and declared that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the Premises and for the purpose of this Mortgage to be real estate and covered by this Mortgage; provided, however, that the provisions of this paragraph shall not apply or attach to the trade fixtures or personal property of any tenant on the Premises; and

(7) all judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the Real Property or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or

any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets (collectively, "Condemnation Awards");

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois which rights and benefits the Mortgagor does hereby expressly waive and release.

MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Principal and Interest. Mortgagor shall promptly pay when due all indebtedness, including principal and interest, under the Note and shall duly and promptly perform and observe all of the terms, provisions, covenants and agreements on the Mortgagor's part to be performed or observed under the Loan Documents.

2. Tax and Insurance Deposits. After an Event of Default (defined below), at Mortgagor's sole option, Mortgagor shall deposit with Mortgagee, or a depository designated by Mortgagee, concurrently with and in addition to the monthly installments of principal and interest due under the Note until the indebtedness evidenced by the Note is paid, the following: (i) a sum equal to all real estate taxes and assessments next due on the Premises (as estimated from time to time by Mortgagee in its reasonable discretion) divided by the number of months to elapse for which deposits will be made hereunder to and including two months next preceding the month when such taxes will become due and payable and (ii) a sum equal to the amount of the premium or premiums that will next become due and payable to replace or renew the insurance policies required to be maintained by Mortgagor under this Mortgage (as estimated from time to time by Mortgagee in its reasonable discretion) divided by the number of months to elapse for which deposits will be made hereunder to and including two months next preceding the expiration date of the policy or policies to be replaced or renewed. All such payments described in this Section shall be held by Mortgagee or by the depository designated by Mortgagee in trust without accruing or without any obligation arising for the payment of interest. If the funds so deposited are insufficient to pay, when due, all taxes and premiums as aforesaid, Mortgagor shall, within ten (10) days after written demand therefor from Mortgagee, deposit such additional funds as may be necessary to pay such taxes and premiums. If the funds so deposited exceed the amount required to pay such taxes and premiums, the excess shall be credited against the deposit or deposits next due hereunder. Neither Mortgagee nor the depository shall be liable for any failure to make any payments of taxes or premiums unless Mortgagor shall have supplied on a timely basis to Mortgagee or to the depository the bill or bills for such taxes or insurance premiums; provided, however, that Mortgagee may at its option make or cause the depository to make any such application of the aforesaid deposits without any direction or request to do same by Mortgagor.

Notwithstanding the foregoing, Mortgagor may in good faith contest any such taxes or the assessed value or validity thereof by proper legal proceedings provided that such contest does not result in loss or forfeiture of the Premises. So long as such proceeding is pending and Mortgagor is diligently prosecuting such proceeding, Mortgagor shall not be required to pay, discharge or remove any such taxes unless Mortgagee receives notice of such loss or forfeiture or such loss or forfeiture otherwise becomes imminent. Notwithstanding the foregoing, Mortgagor, not less than thirty (30) days before any such taxes shall become delinquent, shall give notice to Mortgagee of Mortgagor's intention to contest the validity thereof, and, if Mortgagee so requests, Mortgagor shall deposit with Mortgagee security for payment of such taxes in form and amount reasonably acceptable to Mortgagee.

3. Taxes and Other Charges. Mortgagor shall promptly pay, or cause the tenant under any lease to pay (which shall not relieve Mortgagor of its obligations to Mortgagee hereunder), when due and before the imposition of any penalty, all general taxes, special taxes, special assessments, water charges, sewer service charges, association charges and all other charges of whatever kind, whether ordinary or extraordinary or public or private, which may be assessed, levied or imposed against the Premises or any part thereof and shall furnish to Mortgagee official receipts therefor within thirty (30) days after payment thereof. Mortgagor shall also pay, or cause the tenant under any lease to pay (which shall not relieve Mortgagor of its obligations to Mortgagee hereunder), when due and before the imposition of any penalty, all charges incurred for utility service and scavenger service to the Premises whether or not such charges are or will become liens against the Premises.

4. Insurance. Mortgagor, at its expense, shall obtain and maintain insurance coverage against such risks and in such amounts as Mortgagee shall from time to time request and, in the absence of a contrary request from Mortgagee, shall obtain and maintain the following coverage:

(a) Casualty. An "all-risk" casualty insurance policy with a replacement cost endorsement covering the improvements now existing or hereafter erected on the Real Estate to their full replacement value but not less than the principal balance outstanding under the Note and this Mortgage;

(b) Liability. A comprehensive general liability insurance policy (together with excess liability coverage, if applicable) with a combined single limit of liability of not less than Five Million and No/100 Dollars (\$5,000,000.00), such limit to be increased from time to time upon the reasonable request of Mortgagee;

(c) Flood. A flood insurance policy, in accordance with the provisions of the Flood Disaster Protection Act of 1973, as amended, if the area in which the Premises is located is designated as "flood prone" or as a "flood risk area", as defined in said Act, in an amount, if obtainable, of not less than the principal balance outstanding under the Note and this Mortgage; and

(d) Workmen's Compensation Insurance. If applicable, a workmen's compensation insurance in required statutory amounts and in form and content satisfactory to Mortgagee.

Mortgagor shall also obtain and maintain such other insurance with respect to the Premises in such amounts and against such insurance hazards as Mortgagee from time to time may reasonably require. All policies of insurance required to be obtained and maintained under this Mortgage shall be in a form and with companies reasonably acceptable to the Mortgagee, shall contain a waiver by the insurer of its right of subrogation, if any, against Mortgagee, shall contain an endorsement which, in substance, provides that no act of negligence on the part of the insured or any occupant of the Premises, and no occupancy or use of the Premises for any purpose more hazardous than that permitted by the terms of such policy, will affect the validity or enforceability of such insurance as against the Mortgagee and, on any liability risk policy, shall name Mortgagee as an additional insured and, on all other policies, shall have a noncontributing mortgage endorsement in favor of and entitling the Mortgagee to be the loss payee and to collect any and all of the proceeds payable under such insurance. All such policies of insurance shall also require written notice from the insurer to the Mortgagee at least thirty (30) days prior to the expiration, cancellation or termination of any such policies.

Mortgagor shall pay or cause the tenant under any lease to pay (which shall not relieve Mortgagor of its obligations to Mortgagee hereunder) promptly, when due, any premiums on any insurance required to be maintained under this Mortgage and shall furnish to Mortgagee receipts evidencing payment of such premiums within thirty (30) days of the date on which such premiums are due and payable; provided, however, that if an Event of Default has occurred and if the Mortgagee has not suspended the monthly deposits for insurance, if any, required under this Mortgage, Mortgagee, at its option, may either make such deposits available to Mortgagor for the payments required under this Section or make such payments on behalf of Mortgagor. All policies of insurance required to be maintained by Mortgagor under this Mortgage or evidence thereof satisfactory to Mortgagee together with evidence of payment of the premiums therefor shall be deposited with Mortgagee prior to funding the Note and not less than thirty (30) days prior to the expiration of any such policy.

Unless Mortgagor provides Mortgagee with evidence of the insurance coverage required by Mortgagor's agreement with Mortgagee, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interests in the collateral. This insurance may, but need not, protect Mortgagor's interests. The coverage that Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the collateral. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by their agreement. If Mortgagee purchases insurance for the collateral, Mortgagor will be responsible for the costs of that insurance, including interest and any other charges Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Mortgagor's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on Mortgagor's own. In the event Mortgagee, in its reasonable discretion, determines that any insurance provided by Mortgagor does not comply with the insurance requirements set forth herein, then Mortgagee may, at any time and at its own discretion, procure and substitute for any and all of the policies of insurance deposited as aforesaid such other policy or policies of insurance, in such amount and carried with such company as it may determine, and the cost therefor shall be repaid to Mortgagee by Mortgagor upon demand. Mortgagor shall furnish to Mortgagee, upon request, estimates or appraisals of

insurable value, without cost to Mortgagee, such as are regularly and ordinarily made by insurance companies to determine the then replacement cost of the building or buildings and improvements on the Real Estate. Mortgagor shall not carry separate insurance concurrent in kind or form, and contributing in the event of any loss, with any insurance required hereunder.

5. Damage to or Destruction of Mortgaged Premises.

(a) Notice. In case of any material damage to or destruction of the Premises or any part thereof, Mortgagor shall promptly give written notice thereof to Mortgagee, generally describing the nature and extent of such damage or destruction.

(b) Restoration. In case of any damage to or destruction of the Premises or any part thereof, and whether or not the insurance proceeds, if any, received on account of such damage or destruction shall be released to Mortgagor therefor or shall be sufficient for the purpose, Mortgagor, at Mortgagor's expense, will promptly commence and complete (subject to unavoidable delays occasioned by strikes, lockouts, acts of God, inability to obtain labor or materials, governmental restrictions and similar causes beyond the reasonable control of Mortgagor) the restoration, replacement or rebuilding of the Premises as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

(c) Adjustment of Loss. Mortgagor hereby authorizes Mortgagee, at Mortgagee's option, to adjust and compromise any losses exceeding \$100,000 under any insurance afforded, but unless Mortgagee elects to adjust the losses as aforesaid, said adjustment or compromise shall be made by Mortgagor, subject to final approval of Mortgagee in the case of losses exceeding \$100,000.

(d) Application of Insurance Proceeds. All insurance proceeds (net of costs incurred in connection with obtaining payment of such proceeds) received by Mortgagee under the provisions of this Mortgage or any instruments supplemental hereto and thereto or under any policy or policies of insurance covering the Premises or any part thereof shall first be applied as a prepayment on the Note and any other indebtedness hereby secured (and Mortgagee is hereby irrevocably authorized and directed to make such an application whether or not the Note or any other indebtedness hereby secured may then be due or otherwise adequately secured) and shall thereafter be applied to the reduction of any other indebtedness hereby secured; provided, however, that such proceeds will be made available for the restoration of the portion of the Premises damaged or destroyed if written application for such use is made within sixty (60) days after the date of the casualty and the following conditions are satisfied to the reasonable satisfaction of the Mortgagee: (i) no Event of Default, or event which, with the lapse of time, the giving of notice, or both, would constitute an Event of Default, shall have occurred or be continuing (and if such an event shall occur during restoration Mortgagee may, at its election, apply any insurance proceeds then remaining in its hands to the reduction of the indebtedness evidenced by the Note and the other indebtedness hereby secured); (ii) Mortgagor shall have submitted to Mortgagee plans and specifications for the restoration which shall be satisfactory to Mortgagee; (iii) Mortgagor shall submit to Mortgagee contracts with good and responsible contractors and materialmen covering all work and materials necessary to complete restoration and providing for a total completion price not in excess of the amount of insurance proceeds available or to be made available for restoration, or, if a deficiency shall exist, Mortgagor shall

have deposited the amount of such deficiency with Mortgagee; (iv) Mortgagor shall have obtained a waiver of the right of subrogation from any insurer under such policies of insurance who at that time claims that no liability exists as to Mortgagor or the insured under such policies; (v) the proceeds of any business interruption insurance and the projected rents or other revenues from the Premises during such restoration shall be adequate, in Mortgagee's sole opinion, to make the payments due hereunder during such restoration; and (vi) the effect of the damage to or destruction of the Premises giving rise to receipt of the insurance proceeds is not to terminate, or give a lessee the option to terminate, any lease of all or any portion of the Premises. Mortgagee may require, prior to the disbursement of any insurance proceeds to be released pursuant to the foregoing provisions, that such restoration be completed and in place. Such disbursements may, at Mortgagee's option, be made directly to Mortgagor or to or through any contractor or materialman to whom payment is due or to or through a construction escrow to be maintained by a title insurer acceptable to Mortgagee. Mortgagee may impose such further reasonable conditions upon the release of insurance proceeds (including the receipt of title insurance) as are customarily imposed by prudent construction lenders to insure the completion of the restoration work free and clear of all liens or claims for lien. All title insurance charges and other costs and expenses paid to or for the account of Mortgagor in connection with the release of such insurance proceeds shall constitute so much additional indebtedness hereby secured to be payable upon demand with interest at the rate applicable to the Note at the time such costs or expenses are incurred. Mortgagee may deduct any such costs and expenses from insurance proceeds at any time standing in its hands. If Mortgagor fails to request that insurance proceeds be applied to the restoration of the improvements or if Mortgagor makes such a request but fails to complete restoration within a reasonable time, Mortgagee shall have the right, but not the duty, to restore or rebuild the Premises or any part thereof for or on behalf of Mortgagor in lieu of applying said proceeds to the indebtedness hereby secured and for such purpose may do all necessary acts, and disburse all necessary funds for the purpose of restoration, all such additional funds to constitute part of the indebtedness hereby secured payable upon demand with interest at the Default Rate as defined in the Note.

6. Representations and Warranties. Mortgagor hereby unconditionally warrants and represents to Mortgagee as of the date hereof as follows:

(a) Organization and Power. That (i) the Mortgagor is a duly organized and validly existing Delaware limited liability company, and all conditions prerequisite to the Mortgagor holding title to the real estate in the State of Illinois have been satisfied; (ii) no proceeding is pending, planned or threatened for the dissolution or annulment of Mortgagor; (iii) all licenses, filing fees, income and other taxes due and payable by Mortgagor have been paid in full; (iv) all conditions prerequisite to Mortgagor doing business in each jurisdiction in which it conducts business have been done; and (v) Mortgagor has all requisite power and authority to own, lease, operate and encumber the Premises;

(b) Title to Mortgaged Property and Lien of This Instrument. Mortgagor has good and indefeasible title in fee simple to the Real Estate described on Exhibit A subject to the permitted exceptions set forth in Exhibit B attached hereto and hereby made a part hereof ("Permitted Exceptions"), Mortgagor has good and indefeasible title to all leases and rents, free and clear of any liens, charges, encumbrances, security interests and adverse claims whatsoever.

This Mortgage constitutes a valid, subsisting, first lien mortgage on the Real Estate in accordance with the terms hereof;

(c) Validity of Documents. (i) The execution, delivery and performance by Mortgagor of the Loan Documents and the borrowing evidenced by the Loan Agreement is within Mortgagor's powers and has been duly authorized by Mortgagor; (ii) Mortgagor has received all (if any) requisite prior governmental approvals to cause the Loan Documents to be legally binding and enforceable in accordance with the terms thereof; and (iii) the execution, delivery and performance by Mortgagor of the Loan Documents and the borrowing evidenced by the Note will not violate, be in conflict with, result in a breach of or constitute (with due notice or lapse of time, or both) a default under, any legal requirement or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon Mortgagor's property or assets, except as contemplated by the provisions of the Loan Documents. The Loan Documents constitute legal, valid and binding obligations of Mortgagor obligated under the terms of the Loan Documents in accordance with their respective terms, and Mortgagor has full and lawful authority to bargain, grant, sell, mortgage, assign, transfer and convey all of the Premises as set forth herein; and

(d) No Agricultural or Residential Real Estate. Mortgagor acknowledges and agrees that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate or residential real estate.

7. General Covenants.

(a) Mortgagor shall (i) keep and maintain the Premises and every part thereof in good repair and condition (ordinary wear and tear excepted) making such repairs and replacements as may from time to time be necessary or appropriate to keep the Premises in at least as good condition as that existing on the date of this Mortgage, (ii) complete, within a reasonable period of time, any improvements now or, with the consent of Mortgagee, which consent shall not be unreasonably withheld or delayed, hereafter in the process of being constructed on the Real Estate, (iii) to the extent that proceeds of insurance are available and Mortgagee allows the proceeds to be disbursed to Mortgagor, repair, restore or replace any fixtures and personal property now or hereafter on the Real Estate which may be or become damaged or destroyed to a condition or with items at least equal to those repaired, restored or replaced and, if subject to the lien of this Mortgage, free of any security interest therein, encumbrance thereon or reservation of title thereto, (iv) comply with all laws, ordinances, regulations and orders of any federal, state, county or municipal authority and with any restriction or requirement contained in any recorded instrument relating to the Premises or to the use thereof, (v) comply with any conditions and requirements necessary to maintain the insurance required under this Mortgage, (vi) maintain any and all rights, licenses, permits, privileges, franchises or concessions, whether public or private, which are or become applicable to the Premises or which are granted to Mortgagor in connection with any existing or planned improvement or use of the Premises, (vii) not erect, demolish, remove or materially alter any improvement on the Real Estate, except (A) as may be required by law, or (B) as may be necessary for any repairs or replacements expressly required under this Mortgage, (viii) not remove, sever, sell or mortgage any fixtures or personal property of Mortgagor on the Real Estate, except (A) as may be required by law, or (B) in the ordinary course of business, (ix) not

permit, suffer or commit any waste, impairment or deterioration of the Premises or any part thereof (ordinary wear and tear excepted), (x) comply with the terms, and provisions of the Environmental Indemnity Agreement dated of even date herewith made by Mortgagor in favor of Mortgagee, (xi) not abandon or vacate the Premises or suffer or permit the Premises to be abandoned, (xii) not use or suffer or permit the use of the Premises for a purpose other than that for which it is used on the date of this Mortgage except as may be required by law without the prior written consent of Mortgagee, (xiii) not cause, suffer or permit the Premises to be or become subject to any covenants or restrictions not existing on the date of this Mortgage, or initiate, suffer or permit any change in any existing covenant, restriction, zoning ordinance or other private or public restriction which materially adversely impacts upon the uses which may be made of, or the improvements which may be placed upon the Premises and promptly notify Mortgagee of and appear in and defend, at its sole cost and expense, any proceeding to impose or change any such covenants and restrictions, and (xiv) not subdivide the Premises or subject the Premises to the provisions of the condominium laws of the state in which the Premises are located.

(b) Mortgagor shall furnish to Mortgagee within 90 days after the end of each fiscal year, beginning with the fiscal year ending December 31, 2003, a statement of income and expenses and a balance sheet prepared and reviewed by an independent public accountant reasonably acceptable to Mortgagor in accordance with generally accepted accounting principles ("GAAP"), consistently applied. Mortgagor shall notify Mortgagee immediately of any change in the financial condition of Mortgagor.

(c) Mortgagor shall not, either directly or indirectly, purchase or redeem any ownership interests, or declare or pay any dividends or similar distributions, whether in cash or otherwise, or set aside any funds for any such purpose or make any distribution to its members. Mortgagor may, so long as it is a partnership for tax purposes, make annual cash tax distributions to each of its partners, shareholders or members provided that the aggregate amount of all such distributions with respect to any fiscal year of Mortgagor does not exceed 41% of the taxable income of the partners, shareholders or members of Mortgagor derived exclusively from their ownership of Mortgagor equity interests as reflected on the forms K-1 of Mortgagor issued to its partners, shareholders or members, with any such cash distributions to be made on or after the date such forms K-1 are issued, and with the express further conditions precedent to any such distribution that the forms K-1 of the partners, shareholders or members of Mortgagor shall have been reviewed by the accountants of Mortgagor, that the Mortgagee shall have received a summary of the forms K-1 of the partners, shareholders or members of Mortgagor in form and content acceptable to the Mortgagee, and if requested by the Mortgagee, the Mortgagee shall have received copies of the individual forms K-1 of the partners, shareholders or members of Mortgagor; provided that the failure of such partners, shareholders or members, within sixty (60) days after the determination of such partner's, shareholder's or member's annual federal income tax liability, to make a contribution to the equity of Mortgagor in the amount of such excess shall be an Event of Default under this Mortgage.

8. Liens and Encumbrances. Mortgagor shall keep the Premises free and clear of liens by mechanics and materialmen and free and clear of all other liens, charges and encumbrances excepting, however, any Permitted Exceptions, any lien or encumbrance consented to in writing by Mortgagee and excepting the lien of real estate taxes not yet due and

payable. Mortgagor shall promptly pay and discharge any lien or encumbrance attaching to the Premises and not permitted under this Section or deposit with Mortgagee a bond or other security satisfactory to Mortgagee and sufficient to protect Mortgagee against any loss or damage arising out of such lien or encumbrance upon receiving notice thereof and shall pay when due or diligently contest any indebtedness or other charge secured by any lien or encumbrance permitted under this Section. Mortgagor shall observe and perform all covenants and obligations required to be observed or performed by Mortgagor under any document creating or evidencing any lien or encumbrance permitted by this Section and any failure of Mortgagor to observe or perform any such covenant or obligation shall be a default by Mortgagor under this Mortgage. Upon request by Mortgagee, Mortgagor shall deliver to Mortgagee satisfactory evidence of any payment or payments required under this Section.

9. Transfer of Ownership. If there shall occur or Mortgagor shall make or permit or contract to make or permit, whether voluntary, involuntary, by operation of law or otherwise, any sale, assignment, transfer, encumbrance or lease of the Premises (other than the existing lease with Arpac L.P.) or any portion thereof or interest therein or any interest in or under any trust or other entity which holds title to the Premises, Mortgagee, at its option and upon notice to Mortgagor, may declare all indebtedness secured by this Mortgage immediately due and payable and, in the absence of immediate payment thereof by Mortgagor, may pursue any and all rights and remedies available to Mortgagee under this Mortgage in the event of a default by Mortgagor.

10. Additional Taxes. If, at any time, the federal or any state or local government, or any of their subdivisions, shall levy, assess or impose any documentary, interest equalization or other tax, assessment or charge on this Mortgage or on the indebtedness secured by this Mortgage, or shall impose upon Mortgagee any tax, assessment, charge or lien required, on the date of this Mortgage, to be paid by Mortgagor (either by deducting from the value of the Premises, or any part thereof, for the purposes of taxation any lien or encumbrance thereon or changing in any way the laws relating to the taxation of Mortgagor's interest in the Premises), Mortgagor shall, upon demand by Mortgagee, promptly pay or reimburse Mortgagee for the payment of such tax, assessment, charge or lien and deliver evidence of such payment to Mortgagee; provided, however, that if in the opinion of counsel for Mortgagee (i) it might be unlawful to require Mortgagor to make such payment or (ii) the making of such payment might be deemed to be the payment of interest beyond the maximum amount permitted by law, then at the option of Mortgagee and upon notice to Mortgagor, Mortgagee may declare all indebtedness secured by this Mortgage immediately due and payable and, in the absence of immediate payment thereof by Mortgagor, Mortgagee may pursue any and all rights and remedies available to Mortgagee under this Mortgage in the event of a default by Mortgagor. Notwithstanding the foregoing, Mortgagor shall not be obligated to pay any portion of Mortgagee's federal, state or local income tax or any other tax based upon the net income of Mortgagee.

11. Mortgagee's Performance of Defaulted Acts. In an Event of Default by Mortgagor of any of its obligations under this Mortgage, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor under the Note or under this Mortgage in any form and in any manner deemed expedient by Mortgagee. By way of illustration and not in limitation of the foregoing, Mortgagee may, but need not, make full or partial payment or payments of principal or interest on prior encumbrances, if any, purchase, discharge, compromise or settle any tax lien or other prior or junior lien, claim, title or other charge, redeem

from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All monies paid for any purpose authorized in this Section and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Mortgagee to protect the Premises and the lien hereof, shall be additional indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee without notice and with interest thereon at the rate applicable under the Note after an Event of Default thereunder. Inaction by Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee under this Section on account of any default of Mortgagor under this Mortgage.

12. Eminent Domain. Mortgagor acknowledges that Condemnation Awards have been assigned to Mortgagee, which awards Mortgagee is hereby irrevocably authorized to collect and receive, and to give appropriate receipts and acquittances therefor and at Mortgagee's option, to apply the same toward the payment of the amount owing on account of the indebtedness hereby secured in such order of application as Mortgagee may elect and whether or not the same may then be due and payable or otherwise adequately secured; provided, however, that a Condemnation Award in respect of any taking of a portion (but not all or any material portion) of the Premises shall be made available for the restoration of such Premises in the same manner and subject to the same conditions as are imposed on the release of insurance proceeds set forth in Section 5(d) hereof as if the Premises so taken were destroyed and the Condemnation Award for such taking was actually insurance proceeds in respect of the Premises so deemed as having been destroyed. In the event that any proceeds of a Condemnation Award shall be made available to the Mortgagor for restoring the premises so taken, Mortgagor hereby covenants to promptly commence and complete such restoration of the Premises as nearly as possible to its value, condition and character immediately prior to such damage or destruction. Mortgagor covenants and agrees that Mortgagor will give Mortgagee immediate notice of the actual or threatened commencement of any proceedings under condemnation or eminent domain affecting all or any part of the Premises including any easement therein or appurtenance thereof or severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further covenants and agrees to make, execute and deliver to Mortgagee, at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any such proceeding.

13. Acknowledgment of Debt. Mortgagor shall execute and deliver to Mortgagee, from time to time upon request by Mortgagee, a written statement, duly acknowledged, verifying the total unpaid indebtedness secured by this Mortgage and disclosing whether any alleged offsets or defenses exist against such indebtedness.

14. Rents and Leases.

(a) Assignment. All right, title, and interest of Mortgagor in and to all present leases affecting the Premises and including and together with any and all future leases, written or oral, upon all or any part of the Premises and together with all of the rents, income, receipts, revenues, issues, avails and profits from or due or arising out of the Premises are hereby

transferred and assigned to Mortgagee simultaneously herewith as further security for the payment of the obligation secured hereby. All future leases affecting the Premises shall be submitted by Mortgagor to Mortgagee for its approval prior to execution, which approval shall not be unreasonably withheld or delayed. Each lease shall be subordinate to this Mortgage. It is the intention of Mortgagor that this assignment contained in this paragraph shall be a present assignment; however, it is expressly understood and agreed, anything to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until an Event of Default shall exist under this Mortgage. From time to time, Mortgagor shall furnish Mortgagee with executed copies of each of the leases and with estoppel letters from each tenant under each of the leases, which estoppel letters shall be in a form reasonably satisfactory to Mortgagee and shall be delivered within five (5) business days after Mortgagee's written demand. Following the occurrence of an Event of Default under this Mortgage or any other Loan Document, (i) Mortgagee shall have the rights and powers as are provided herein, and (ii) this Mortgage shall constitute a direction to each lessee under the leases and each guarantor thereof, if any, to pay all rents directly to Mortgagee without proof of the Event of Default under this Mortgage.

(b) Obligations of Mortgagor. Mortgagor shall (i) at all times promptly and faithfully keep and perform all of the covenants, conditions and agreements on the part of landlord to be kept and performed under all leases and tenancies covering the Premises, (ii) enforce or secure the performance of all of the covenants, conditions and agreements on the part of the tenants to be kept and performed under such leases and tenancies, (iii) appear in and defend any action or proceeding arising out of or in any manner connected with such leases and tenancies or the rights and obligations of landlord or tenants thereunder, (iv) execute and deliver to Mortgagee, upon request, any and all documents and instruments deemed necessary by Mortgagee to transfer and assign to Mortgagee any lease and all rents and rights thereunder and under any tenancy covering all or any portion of the Premises, (v) furnish to Mortgagee on an annual basis on or before January 31 of each year until this Mortgage is released a written rent roll containing the names of all lessees and the terms of all leases and tenancies, including the spaces occupied and the rentals payable thereunder, and (vi) exercise within five (5) days of any demand therefor by Mortgagee, any right to request from any tenant under any lease a certificate with respect to the status thereof in a form set forth under the applicable lease and otherwise as requested by Mortgagee.

(c) Exoneration of Mortgagee. Nothing in this Mortgage or in any other documents relating to the indebtedness secured by this Mortgage shall be construed to obligate Mortgagee, expressly or by implication, to keep or perform any of the covenants and agreements on the part of the landlord to be kept and performed under leases and tenancies covering all or any portion of the Premises or to pay any sum of money or damages to be paid by the landlord or landlord's assignee under such leases and tenancies, all of which covenants, agreements and payments shall be kept, performed and paid by Mortgagor.

(d) Attornment. In the event of a default by Mortgagor and enforcement by Mortgagee of the remedies provided by law or by this Mortgage, the tenant under each lease and tenancy covering all or any portion of the Premises shall, at the option of Mortgagee and upon delivery of a notice from Mortgagee to such tenant, attorn to any person succeeding to the interest of Mortgagor as a result of such enforcement and shall recognize such successor in

interest as landlord under such lease or tenancy without any change in the terms or other provisions thereof; provided, however, that said successor-in-interest shall not be bound by any payments made or deemed to have been made by any tenant more than thirty (30) days in advance of the due date of any such payments or by any amendment or modification to any lease or tenancy made without the prior consent of Mortgagee or said successor-in-interest. Each tenant, upon request by Mortgagee or any such successor-in-interest, shall execute and deliver an instrument or instruments confirming such attornment and Mortgagee shall cause each lease covering all or any portion of the Premises to contain a covenant on the part of the tenant evidencing its agreement to such attornment.

(e) Declaration of Subordination. At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to the priority of entitlement to insurance proceeds or to any award or other compensation paid in any condemnation proceeding) to any and all leases and tenancies of all or any portion of the Premises upon execution by Mortgagee of a unilateral declaration subordinating this Mortgage to such leases and tenancies and the recording thereof, at any time hereafter, in the Office of the Recorder of Deeds in and for the county in which the Premises are located.

(f) Inspection of Books and Records. In the event that all or any portion of the Premises are leased or available for lease, Mortgagee shall, during any such period, keep and maintain complete and accurate books and records showing, in a manner satisfactory to Mortgagee, all income and expenses of the Premises and shall, upon request by Mortgagee, allow Mortgagee to examine such books and records and all supporting documentation at the principal office of Mortgagee or at such other location as may be mutually agreed upon.

15. Security Agreement. This Mortgage shall also constitute a Security Agreement, as that term is used in the Uniform Commercial Code (the "Code") of the state in which the Premises are located, with respect to any portion of the Premises which is now or hereafter deemed to be personal property, fixtures or property other than real estate and all replacements, additions and substitutions thereto (the "UCC Collateral"). Mortgagee hereby grants a security interest and assigns to Mortgagee all of Mortgagee's right, title and interest in and to the UCC Collateral to secure the payment of the indebtedness secured by and the performance of the obligations contained in this Mortgage. Mortgagee shall have, in addition to the rights and remedies granted to Mortgagee under this Mortgage, all of the rights and remedies of a secured party under the Code with respect to the UCC Collateral and Mortgagee hereby agrees that in the event Mortgagee shall exercise any right or remedy under the Code following an Event of Default by Mortgagee under this Mortgage, whether to dispose of the Collateral or otherwise, five (5) days notice by Mortgagee to Mortgagee shall be deemed to be reasonable notice under any provision of the Code requiring such notice. Mortgagee shall, immediately upon request by Mortgagee, execute and deliver to Mortgagee, in a form prescribed by Mortgagee, any financing statement, continuation statement, certificate or other document covering all or any portion of the UCC Collateral designated by Mortgagee that, in the opinion of Mortgagee, may be required to perfect, continue, affirm or otherwise maintain the existence and priority of the security interest in the UCC Collateral created under this Mortgage. Mortgagee, if requested by Mortgagee, shall also execute and deliver to Mortgagee a Security Agreement covering the UCC Collateral and containing such covenants, conditions and agreements in addition or as a supplement to those contained in this Mortgage as may be requested by Mortgagee.

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16. Inspection of Premises. Mortgagor hereby grants to Mortgagee and its agents the right to inspect the Premises at all reasonable times and shall permit access thereto for such purpose.

17. Future Advances. If, at any time prior to the payment in full of the indebtedness secured by this Mortgage, Mortgagee shall advance additional funds to or for the benefit of Mortgagor, such advance together with applicable interest thereon shall be secured by this Mortgage in accordance with all covenants, conditions and agreements herein contained and, to the extent permitted by law, shall be on a parity with and not subordinate to the indebtedness evidenced by the Note; provided, however, that the indebtedness secured by this Mortgage and from time to time remaining unpaid shall not, after including the amount of all such advances, exceed five (5) times the original principal indebtedness secured by this Mortgage.

18. Indemnification and Reimbursement of Expenses. Mortgagor shall hold harmless and indemnify Mortgagee from and against any loss, cost, damage, liability or expense, including reasonable attorneys' fees, arising out of any suit or proceeding or threat thereof in which Mortgagee is made a party or becomes involved (a) because of any damage or destruction to persons or property on or about the Premises, (b) because of the violation or enforcement of any law, ordinance, private right or restriction applicable to the Premises or the operation thereof or (c) to protect the lien or priority of this Mortgage, except for the gross negligence or willful misconduct of Mortgagee or its agents. Any loss, cost, damage or expense so incurred or incurred by Mortgagee in connection with (i) protecting or enforcing any of Mortgagee's rights under this Mortgage or (ii) recovering any indebtedness secured by this Mortgage shall be additional indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee without notice and with interest thereon at the Default Rate applicable under the Note after a default or an event of default thereunder.

19. Remedies on Default.

(a) Events of Default. It shall be an "Event of Default" under this Mortgage when and if (i) a default occurs in the payment of any installment of principal or interest when due under the Note or the payment of any other indebtedness due under any of the Loan Documents which is not paid within five (5) days after the date on which it was due, (ii) a default occurs in the observance or performance of any other non-monetary covenant, requirement or condition in the Note or in any of the Loan Documents which is not cured within thirty (30) days after the earlier of (A) knowledge by Borrower of such failure to perform or default in performance or (B) receipt or refusal of notice of default from Mortgagee to Mortgagor, provided however, if such default cannot reasonably be cured within said 30 day period, then if Mortgagor fails promptly to commence and diligently to pursue to cure such default within a reasonable period of time, (iii) Mortgagee shall discover any misrepresentation or breach or inaccuracy in any representation or warranty contained in this Mortgage or in any of the Loan Documents, (iv) an "Event of Default" shall occur under the Loan Documents, and such Event of Default shall not be cured or corrected within the time period so prescribed under the Loan Documents, (v) a default or event of default occurs under any other instruments or documents made to or in favor of Mortgagee by Mortgagor, any guarantor of the indebtedness secured by this Mortgage, or any entity controlled by, controlling or under common control with any one of them, (vi) the Mortgagor or any guarantor of the indebtedness secured by this Mortgage becomes

insolvent, admits in writing its inability to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee or custodian for any of its assets or files a petition for relief under or files an answer admitting the material allegations of a petition filed against it under any federal or state bankruptcy law or similar law for the relief of debtors, or (vii) a petition in bankruptcy or other insolvency proceeding is filed against the Mortgagor or any guarantor of the indebtedness secured by this Mortgage or an order is entered by any court of competent jurisdiction appointing a receiver, trustee or custodian for the assets of Mortgagor or any guarantor of the indebtedness secured by this Mortgage.

(b) Remedies. Without limiting other rights granted to Mortgagee under this Mortgage, upon the occurrence of an Event of Default under this Mortgage, Mortgagee may, at its option, (i) upon giving written notice to Mortgagor with reason therefor, declare the entire indebtedness secured by this Mortgage to be immediately due and payable without demand or presentment (each of which is hereby expressly waived by Mortgagor) whereupon the same shall become immediately due and payable, (ii) institute proceedings for the complete foreclosure of this Mortgage, (iii) institute proceedings to collect any delinquent installment or installments of the indebtedness secured by this Mortgage without accelerating the due date of the entire indebtedness by proceeding with foreclosure of this Mortgage with respect to any delinquent installment or installments of such indebtedness only and any sale of the Premises under such a foreclosure proceeding shall be subject to and shall not affect the unmatured part of the indebtedness and this Mortgage shall be and continue as a lien on the Premises securing the unmatured indebtedness, (iv) institute proceedings in equity or at law for the specific performance of any covenant, agreement or condition in this Mortgage or in aid of the execution of any power granted in this Mortgage or (v) take such other action as may be permitted under the laws of the state in which the Premises are located.

(c) Expense of Litigation. In any suit to foreclose the lien of this Mortgage there shall be allowed and included, as additional indebtedness in the judgment or decree of foreclosure, all expenditures and expenses (which may be estimated as to items to be expended after entry of the judgment or decree) which may be paid or incurred by or on behalf of Mortgagee for court costs and attorneys' fees and for appraisers' fees, fees for documentary and expert evidence, stenographer's fees, publication costs, survey costs and costs of procuring all abstracts of title, title examinations, title insurance policies and other similar data and assurances with respect to title as Mortgagee may deem necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such judgment or decree of foreclosure the true condition of the title to or value of the Premises.

(d) Right of Possession. Upon the occurrence of an Event of Default and to the extent permitted by law, Mortgagee, at its option, shall have the right, personally or by its agents or attorneys, to enter upon and to take and maintain possession of all or any portion of the Premises and to take and maintain possession of all documents, books, records, papers and accounts of Mortgagor or the then manager of the Premises relating thereto and may exclude Mortgagor, its agents or servants, wholly therefrom and may, personally or by its agents or attorneys as agent of Mortgagor or in its own name as Mortgagee and under the powers herein granted possess, operate, manage and control the Premises and conduct any business thereon with full power to (i) collect all rents, issues and profits from the Premises, (ii) take such action,

legal or equitable, as may, in its discretion, be necessary or desirable to protect or enforce the payment of the rents, issues and profits from the Premises, including instituting actions for recovery of rent, actions in forcible detainer and actions in distress for rent, (iii) cancel or terminate any tenancy, lease or sublease for any cause or reason permitted under such lease which would entitle Mortgagor to cancel such tenancy, lease or sublease, (iv) elect to disaffirm any tenancy, lease or sublease made subsequent to this Mortgage or subordinated to the lien of this Mortgage, (v) extend or modify any then existing lease or tenancy and make new leases, which extensions, modifications and new leases may provide for terms or options for terms to expire beyond the maturity date of the indebtedness secured by this Mortgage, it being understood and agreed that any such leases and the options and other provisions contained therein shall be binding upon Mortgagor, upon all persons whose interests in the Premises are subject to the lien of this Mortgage and upon any purchaser or purchasers at any foreclosure sale notwithstanding any redemption from sale, discharge of the indebtedness secured by this Mortgage, satisfaction of any foreclosure decree or issuance of any certificate of sale or deed to any purchaser or purchasers at any foreclosure sale, (vi) make all repairs, decorations, renewals, replacements, alterations, additions and improvements to the Premises as Mortgagee may deem necessary or desirable, (vii) insure and reinsure the Premises and all risks incident to the possession, operation, management and control of the Premises by Mortgagee, and (viii) take such other action for the possession, operation, management and control of the Premises as Mortgagee may deem necessary or appropriate.

(e) Application of Rental Proceeds. Any rents, issues and profits from the Premises received by Mortgagee, after taking possession of the Premises or pursuant to any assignment thereof to Mortgagee under the provisions of this Mortgage or any separate Assignment of Rents or Assignment of Leases, shall be distributed and applied to or on account of the following, in such order of priority as Mortgagee (or, in the case of a receivership, as the court) may determine: (i) the payment of any expenses incurred in the possession, operation, management and control of the Premises, including reasonable compensation to Mortgagee or any receiver that may be appointed and the fees of any managing agent (if management of the Premises is delegated to such agent) and including lease commissions and other expenses of procuring tenants and entering into leases for the Premises, (ii) the payment of taxes, special assessments, water and sewer charges and other charges on the Premises now due or which may become due or which may be or become a lien prior to the lien of this Mortgage, (iii) the payment of any expenses incurred for any repairs, decorations, renewals, replacements, alterations, additions and improvements to the Premises or the operation thereof, (iv) the payment of any indebtedness secured by this Mortgage, the payment of any amount set forth in any judgment or decree of foreclosure and the payment of any deficiency which may result from any foreclosure sale or (v) with respect to any remaining funds, to the Mortgagor, its successors or assigns, as their rights may appear.

(f) Appointment of Receiver. Upon or at any time after the filing of any complaint to foreclose this Mortgage, the court in which such foreclosure is filed may, upon application by Mortgagee, appoint a receiver of the Premises (which may be Mortgagee) and Mortgagor hereby consents to such appointment. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency, at the time of the application for such receiver, of any party liable for the payment of the indebtedness secured by this Mortgage, without regard to the then value of the Premises or whether the Premises are then

occupied as a homestead or not and without the posting of any bond being required of the applicant. Such receiver shall have the power to take possession of and to operate, manage and control the Premises, to collect and receive all rents, issues and profits from the Premises during the pendency of such foreclosure suit and, in the case of a sale and a deficiency, during the full statutory period of redemption, if any, as well as during any further times when Mortgagor, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and to exercise all other powers which may be necessary or desirable for the protection, possession, operation, management and control of the Premises during the whole of the aforesaid period. To the extent permitted by law, such receiver may be authorized by the court to (i) cancel or terminate any tenancy, lease or sublease for any cause or reason which would entitle Mortgagor to cancel such tenancy, lease or sublease, (ii) elect to disaffirm any tenancy, lease or sublease made subsequent to this Mortgage or subordinated to the lien of this Mortgage and (iii) extend or modify any then existing leases and tenancies and to make new leases, which extensions, modifications and new leases may provide for terms or options for terms to expire beyond the maturity date of the indebtedness secured by this Mortgage, it being understood and agreed that any such leases and the options and other provisions contained therein shall be binding upon Mortgagor, upon all persons whose interests in the Premises are subject to the lien of this Mortgage and upon any purchaser or purchasers at any foreclosure sale notwithstanding any redemption from sale, discharge of the indebtedness secured by this Mortgage, satisfaction of any foreclosure decree or issuance of any certificate of sale or deed to any purchaser or purchasers at any foreclosure sale.

(g) Sale of Premises. To the extent permitted by law all or any portion of the Premises or any interest or estate therein to be sold pursuant to any judgment or decree of foreclosure obtained pursuant to this Mortgage shall be sold as a single parcel or as multiple parcels in such manner or order as Mortgagee, in its sole discretion, may elect. At any foreclosure sale of all or any portion of the Premises, Mortgagee may bid for and acquire, as purchaser, the Premises or any portion thereof being sold and, in lieu of paying cash therefor, may credit against the indebtedness secured by this Mortgage and the amount set forth in the judgment or deed of foreclosure, the amount bid by Mortgagee at such foreclosure sale.

(h) Application of Foreclosure Proceeds. The proceeds from any foreclosure sale of all or any portion of the Premises shall be distributed and applied in the following order of priority: (i) on account of all reasonable costs and expenses incident to any such foreclosure proceedings, (ii) on account of all items (other than principal and interest remaining unpaid under the Note) which, under the terms of this Mortgage, constitute indebtedness secured by this Mortgage, together with interest thereon (unless otherwise included in the indebtedness) at the rate applicable under the Note after an Event of Default thereunder, (iii) on account of all principal and interest remaining unpaid under the Note and (iv) the excess, if any, to Mortgagor, its successors or assigns, as their rights may appear.

(i) Application of Deposits. Mortgagee shall have the right, but not the obligation, to apply any deposit of Mortgagor held by Mortgagee to the payment of any indebtedness secured by this Mortgage in such order and manner as Mortgagee may elect.

(j) Waiver of Statutory Rights. Mortgagor agrees that it shall not apply for or avail itself of and hereby waives the benefit of, for itself and all who may claim through or under

it, any appraisal, valuation, stay, moratorium, extension or exemption laws, whether existing on the date of this Mortgage or hereafter enacted, in any enforcement or foreclosure of this Mortgage. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the Premises or any portion thereof marshaled upon any foreclosure of this Mortgage and Mortgagor agrees that any court having jurisdiction to foreclose this Mortgage may order the Premises sold as an entirety.

(k) Waiver of Defenses. No action for the enforcement or foreclosure of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.

(l) Partial Payments. Acceptance by Mortgagee of any payment which is less than payment in full of all amounts due and payable at the time such payment is made shall not constitute a waiver of Mortgagee's right to declare the entire indebtedness secured by this Mortgage to be immediately due and payable without notice, demand or presentment or to exercise any other right or remedy of Mortgagee under this Mortgage at that time or at any subsequent time nor shall such acceptance nullify any prior exercise by Mortgagee of any right or remedy under this Mortgage without the express written consent of Mortgagee.

(m) Rescission of Acceleration. Mortgagee shall have the right to rescind any acceleration of the indebtedness secured by this Mortgage and the right to discharge or dismiss any proceedings brought to enforce any right or remedy of Mortgagee under this Mortgage and, in the event Mortgagee elects to exercise either of such rights, the obligations of Mortgagor and the rights and remedies of Mortgagee shall continue as if such acceleration had not been made or such proceedings had not been commenced.

(n) Deficiency Decree. If at any foreclosure proceeding the Premises shall be sold for a sum less than the total amount of indebtedness for which judgment is therein given, the judgment creditor shall be entitled to the entry of a deficiency decree against Mortgagor and against the property of Mortgagor for the amount of such deficiency, and Mortgagor does hereby irrevocably consent to the appointment of a receiver for the Premises and the other property (real and personal) of Mortgagor and of the rents, issues and profits thereof after such sale and until such deficiency decree is satisfied in full.

20. Remedies Cumulative and Concurrent. The rights and remedies of Mortgagee as provided in this Mortgage shall not be exclusive of, but shall be in addition to, any right or remedy now or hereafter existing at law or in equity and all such rights and remedies may be exercised together, independently or in any combination and when and as often as Mortgagee shall elect.

21. Subrogation. In the event that any portion of the proceeds of the indebtedness secured by this Mortgage are used, directly or indirectly, to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance on the Premises, or any part thereof, then Mortgagee shall be subrogated to the rights of the creditor under such other lien or encumbrance and shall have the benefit of the priority of such other lien or encumbrance.

22. Partial Release. Mortgagee may, at any time and from time to time, with or without consideration, release any portion of the Premises from the lien of this Mortgage, release any person liable for any indebtedness secured by this Mortgage or extend the time for payment of all or any portion of the indebtedness secured by this Mortgage without in any way affecting the lien of this Mortgage or the priority thereof (except as specifically set forth in such release) and without in any way affecting the obligations of any party liable for the indebtedness secured by this Mortgage (except as specifically set forth in such release or extension).

23. Purpose of Loan. Mortgagor represents and agrees that the proceeds of the indebtedness secured by this Mortgage and any future advances made by Mortgagee to Mortgagor and secured by this Mortgage will be used for business purposes and that the Loan is a business loan within the purview of 815 Illinois Compiled Statutes 205/4(1)(c), as amended.

24. Excess Interest. If it is determined that Mortgagor shall have paid or there shall have accrued interest on the indebtedness secured by this Mortgage in an amount in excess of that permitted by law, such excess shall, to the extent required by law and otherwise at the option of Mortgagee, either be applied to reduce the unpaid indebtedness secured by this Mortgage or be refunded to Mortgagor.

25. Waiver. Any delay in the exercise of or failure to exercise any right or remedy accruing on any default under this Mortgage shall not impair any such right or remedy and shall not be construed to be a waiver of any such default or acquiescence therein nor shall it affect any subsequent default of the same or of a different nature.

26. Notices. All notices, consents, requests, demands and other communications to be given in connection with this Mortgage shall be in writing and shall be deemed duly given upon receipt or refusal when delivered to the party or its designated attorney on a business day at the address designated in the Note in the manner designated in the Note. Any party may hereafter designate another address or telecopy number by written notice in the aforesaid manner. Nothing in this Section shall be construed to require notice from Mortgagee to Mortgagor prior to taking any action permitted under this Mortgage unless specifically required by the terms of this Mortgage.

27. Successors and Assigns. This Mortgage and all provisions hereof shall extend to and be binding upon the Mortgagor, its successors and assigns, and all persons claiming under or through Mortgagor and shall inure to the benefit of Mortgagee and its successors and assigns.

28. Further Assurances. Mortgagor shall, upon the request of Mortgagee, execute, acknowledge and deliver any additional instruments and further assurances and do or cause to be done any further acts and things as may be reasonably necessary to carry out the intent of this Mortgage.

29. Definitions. "Mortgagor" when used herein shall include the undersigned and all persons liable for the payment of the indebtedness, or any part thereof, secured by this Mortgage whether or not such persons shall have executed this Mortgage. Whenever the context of any sentence of this Mortgage shall so require, the singular shall include the plural, the plural the singular and the use of any gender shall include all genders. The word "person" as used herein

shall mean any natural person and any partnership, joint venture, corporation, association or other legal entity.

30. Time is of the Essence. It is specifically agreed that time is of the essence of this Mortgage.

31. Modifications. This Mortgage may not be amended or modified except by an instrument in writing signed by the party against whom enforcement of the amendment or modification is asserted.

32. Covenants to Run with the Land. All the covenants and agreements contained in this Mortgage shall run with the land.

33. Captions. The captions and headings of the sections of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions of this Mortgage.

34. Severability. If any provision of this Mortgage or the application thereof to any circumstances shall be held invalid or unenforceable, the remainder of this Mortgage and the application thereof to other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

35. Construction. This Mortgage shall be governed and controlled by the internal laws of the State of Illinois without regard to its conflict of law principles.

36. Release. Upon payment in full of all indebtedness secured by this Mortgage and the satisfaction of all obligations of Mortgagor hereunder, Mortgagee shall release the lien of this Mortgage and shall return or cause the return of any deposit or deposits held by Mortgagee or any depository pursuant to any provisions of this Mortgage to Mortgagor.

37. After Acquired Property. Any and all property hereafter acquired which is of the kind or nature herein provided, or intended to be and become subject to the lien hereof, shall ipso facto, and without any further conveyance, assignment or act on the part of Mortgagor, become and be subject to the lien of this Mortgage as fully and completely as though specifically described herein; but nevertheless Mortgagor shall from time to time, if requested by Mortgagee, execute and deliver any and all such further assurances, conveyances and assignments as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting to the lien of this Mortgage all such property.

38. Recordation and Payment of Taxes and Expenses Incident Thereto. Mortgagor will cause this Mortgage, all mortgages supplemental hereto and any financing statement or other notice of a security interest required by Mortgagee at all times to be kept, recorded and filed at its own expense in such manner and in such places as may be required by law for the recording and filing or for the rerecording and refiling of a mortgage security interest assignment or other lien or charge upon the Premises or any part thereof, in order fully to preserve and protect the rights of Mortgagee hereunder and, without limiting the foregoing, Mortgagee will pay or reimburse Mortgagee for the payment of any and all taxes, fees or other charges incurred in connection with any such recordation or re-recordation, including any documentary stamp tax,

intangibles tax or tax imposed upon the privilege of having this instrument or any instrument issued pursuant hereto recorded.

39. Counterparts. This Mortgage may be executed in one or more counterparts, each of which shall be deemed an original. Said counterparts shall constitute one and the same instrument and shall be binding upon, and shall inure to the benefit of, each of the undersigned individually, as fully and completely as if all had signed one instrument.

* * * *

{The remainder of this page is intentionally left blank.
Signatures are set forth on the following page.}

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**SIGNATURE PAGE TO MORTGAGE, SECURITY AGREEMENT, AND
ASSIGNMENT OF LEASES AND RENTS**

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be signed on the _____ of March, 2003.

MORTGAGOR:

9555 IRVING PARK, L.L.C.,
a Delaware limited liability company

By: 9511 West River Street Building L.P.,
Its Manager

By: Michael Levy Revocable Trust,
u/a/d November 22, 2000

By: _____
Michael Levy
Trustee

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Judy Del Percio, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael Levy, the Trustee of 9555 Irving Park, L.L.C., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13th day of March, 2003.

Judy M. Del Percio
Notary Public

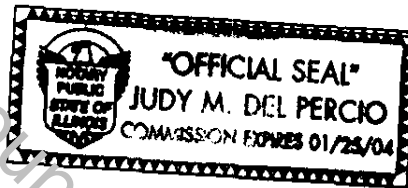


EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN IRVING PARK ROAD SUBDIVISION BEING A SUBDIVISION OF PART OF SECTIONS 15 AND 16 IN TOWNSHIP 40 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 1995 AS DOCUMENT 95727017.

COMMON ADDRESS: 9555 IRVING PARK ROAD
SCHILLER PARK, ILLINOIS

12-16-415-042

Property of Cook County Clerk's Office

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for the year(s) 2002 (2nd installment) and subsequent years.
2. Railroad rights of way, switch and spur tracks on the land as disclosed by survey made by Thomson Surveying Ltd., dated October 20, 1995, Project No.C-1178-A.

(Affects approximately easterly 40 feet)

3. Reservation contained in the Warranty Deed from Soo Line Railroad Company, a corporation of Minnesota, to American Crossarm and Conduit Company, an Illinois corporation, dated October 14, 1963 and recorded Nov. 15, 1963 as Document 18972001 for the right of ingress and egress for construction, maintenance or operation of all telegraph poles, wires, guys, supports, fixtures and appurtenances not located on the land. Said document contains a Right Of First Refusal.

4. Easement reserved to Soo Line Railroad Company, a corporation of Minnesota in the Warranty Deed to American Crossarm and Conduit Company, a corporation of Illinois, dated October 14, 1963 and recorded November 15, 1963 as Document 18972001 upon and over the land for the construction, maintenance and operation thereon of a telegraph line, including all necessary poles, crossarms, wires, cables, guys, supports, fixtures and appurtenances substantially in the location of the present telegraph line of said land together with the right of ingress and egress and regress and the right to cut down or trim all trees growing on said land.

5. Reservation of permanent easement in favor of Soo Line Railroad Company contained in the Quit Claim Deed recorded December 19, 1988 as Document 88583210 over and upon that portion of the land lying within 20 feet of the center line of existing trackage for the operation, maintenance, repair, renewal, replacement and removal of said trackage and for the operation, use, maintenance, reconstruction and replacement of a pumping station.

6. Rights of the public or quasi public utilities as disclosed by survey made by Thomson Surveying Ltd., dated August 31, 1995, Project No. C-1178-A depicting the following: Power poles and manholes.

7. Encroachment of the concrete located mainly on the property south and adjoining onto the land by approximately 1.04 feet, as shown on Plat of Survey Number C-1178-A prepared by Thomson Surveying Ltd. dated August 31, 1995.

8. Water main easement in favor of the Village of Schiller Park lying south of the existing improvements on the land as disclosed by information contained in our files.

9. Easement in favor of Commonwealth Edison Company and Illinois Bell Telephone Company (Ameritech), and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property with electric and communications service, together with the right of access to said

equipment, and the provisions relating thereto contained in the plat recorded October 25, 1995 as Document No. 95727017.

In, over, under, across, along and upon the surface of the property shown within the dotted lines on the plat and marked "Easement", "Common Elements", "Common Area", and the property designated on the plat for streets and alleys whether public or private, together with the right to install required service connections over or under the surface of each lot and common area or areas to serve improvements thereon, or on adjacent lots, the term "common elements" shall have the meaning set forth for such term in the "Condominium Property Act," Chapter 765 ILCS 605/2(E), as amended from time to time.

(For locations see plat)

10. Drainage easement or stormwater management easement in favor of Village of Schiller Park, Cook County, Illinois, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the plat recorded October 25, 1995 as Document No. 95727017. In, over, under, across, along and upon the surface of the property shown within the dotted lines on the plat and marked as "Drainage Easement" or as "Stormwater Management Easement."

(For locations see plat)

11. Permanent, non-exclusive easement in favor of any electric, gas, telephone or telecommunication company, cable t.v. company and the Village of Schiller Park and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property with underground or above ground transmission and distribution of electricity, sounds, signals, gas, water or sewage in, over, under, across, along and upon the surface of the property shown within the dotted lines on the plat and marked as "public utility easement," together with the right of access to said equipment, and the provisions relating thereto contained in the plat recorded October 25, 1995 as Document No. 95727017.

(For locations see plat)

12. Ordinance recorded June 20, 1996 as Document 96477573 establishing a special service area No. 1 for the Village of Schiller Park.

13. Notice of requirements for storm water detention recorded as Document 97075488.