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should be returned to:

Lake Forest Bank & Trust Co.
Attn: Steve Madden
727 North Bank Lane
Lake Forest, IL 60045

Doc#: 0328135114
Eugene "Gene" Moore Fee: \$58.00
Cook County Recorder of Deeds
Date: 10/08/2003 09:14 AM Pg: 1 of 5

JUNIOR MORTGAGE

THIS JUNIOR MORTGAGE (the "Mortgage") is made this 11th day of September, 2003, by Natchez-Palmer, LLC, having an address at c/o JDC Properties, 2625 N. Ashland, #4B, Chicago, IL 60514 (the "Borrower") to Santello Family Partnership, having an address in c/o Lake Forest Bank and Trust Co., 727 North Bank Lane, Lake Forest, IL 60045 (the "Lender").

Borrower has previously executed and delivered to Lender a Promissory Note (the "Note") dated September, 2003, payable to the order of Lender in the original principal sum of two hundred and fifty thousand and No/100 Dollars (\$250,000.00), bearing interest and payable as set forth in the Note, and due on May 17, 2004.

In order to secure the payment of the principal indebtedness under the Note and interest and premiums on the principal indebtedness under the Note (and all replacements, renewals and extensions thereof, in whole or in part) according to its tenor, and to secure the payment of all other sums which may be at any time due under the Note or this Mortgage (collectively sometimes referred to herein as "Indebtedness"); and to secure the performance and observance of all the provisions contained in this Mortgage or the Note, and to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower DOES HEREBY MORTGAGE AND CONVEY unto Lender, its successors and assigns forever, the following described property, rights and interests (which are referred to herein as the "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Land (as hereinafter defined) and not secondarily:

THE LAND located in the State of Illinois (the "Land") and legally described on Exhibit A attached hereto.

TOGETHER WITH all improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures and personal property of every nature whatsoever now or hereafter owned by Borrower and located on or used or intended to be used in connection with the Land or the improvements, or in connection with any construction thereon, and owned by Borrower, and all of Borrower's rights or payments now or hereafter made on such personal property or fixtures by Borrower or on its behalf (the "Improvements");

TOGETHER WITH all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in

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any way now or hereafter belonging, relating or appertaining to the Land, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, in and to the same;

TOGETHER WITH all income from the Premises to be applied against the Indebtedness, provided, however, that Borrower may, so long as no Default has occurred hereunder, collect income and other benefits as it becomes due;

TOGETHER WITH all proceeds of the foregoing, including without limitation all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof.

TO HAVE AND TO HOLD the Premises, unto the Lender, its successors and assigns, forever, for the purposes herein set forth together with all right to possession of the Premises after the occurrence of any Default as hereinafter defined; the Borrower hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State of Illinois.

LENDER ACKNOWLEDGES that this Mortgage is subject and subordinate to that certain Mortgage, Security Agreement and Assignment of Rents to Illinois State Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

BORROWER COVENANTS that it is lawfully seized of the Land, and that it has lawful authority to mortgage the same, and that it will warrant and defend the Land and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever.

PROVIDED, NEVERTHELESS, that if Borrower shall pay in full when due the Indebtedness and shall timely perform and observe all of the provisions herein and in the Note provided to be performed and observed by the Borrower, then this Mortgage and the interest of Lender in the Premises shall cease and become void, but shall otherwise remain in full force.

BORROWER FURTHER AGREES AS FOLLOWS:

1. *Payment of Indebtedness and Performance of Covenants.* Borrower shall (a) pay the Indebtedness when due and (b) punctually perform and observe all of the requirements of the Note and this Mortgage.

2. *Governing Law.* The place of negotiation, execution, and delivery of this Mortgage and the location of the Property being the State of Illinois, this Mortgage shall be construed and enforced according to the laws of that State, without reference to the conflicts of law principles of that State.

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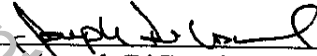
3. *Business Loan.* The proceeds of the Note will be used for the purposes specified in Ill. Rev. Stat. ch. 17, para. 6404 (1987), and the principal obligation secured hereby constitutes a "business loan" coming within the definition and purview of said section.

4. *Time of the Essence.* Time is of the essence of the Note, this Mortgage, and any other document or instrument evidencing or securing the Indebtedness.

5. *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 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. *Notices.* Any notice or other communication which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given when (i) personally delivered, (ii) upon receipt if sent by a nationally recognized overnight courier addressed to a party at its address set forth above, or (iii) on the second business day after being deposited in United States registered or certified mail, postage prepaid, addressed to a party at its address set forth above, or to such other address as the party to receive such notice may have designated to the other party by notice in accordance herewith.

Natchez-Palmer, LLC, an Illinois
limited liability company

By: 
Joseph DiCosola
Its Managing Member

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK _____)

I HEREBY CERTIFY that on this 17th day of SEPTEMBER, 2003, before me, a Notary Public for the state and county aforesaid, personally appeared Joseph DiCosola, known to me or satisfactorily proven to be the same person whose name is subscribed to the foregoing instrument, who acknowledged that has been duly authorized to execute, and has executed, such instrument on its behalf in his capacity as Managing Member of _____, for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day and year first above written.

Angela Koerters

NOTARY PUBLIC



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EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

THAT PART OF LOTS 3 AND 4 IN THE WEST GRAND AVENUE INDUSTRIAL DISTRICT, BEING OWNERS DIVISION OF PART OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF LOT 4 AFORESAID 403.82 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH $00^{\circ} 00' 35''$ EAST ALONG SAID EAST LINE 512.87 FEET TO THE SOUTHEAST CORNER OF LOT 4; THENCE NORTH $62^{\circ} 46' 06''$ WEST ALONG SAID SOUTH LINE OF LOTS 3 AND 4, 168.71 FEET TO A LINE 150.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 4; THENCE NORTH $00^{\circ} 00' 35''$ WEST ALONG SAID PARALLEL LINE 435.49 FEET; THENCE NORTH $80^{\circ} 55' 56''$ EAST 150.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN # 13-31-205-063 / 13-31-205-064-0000 /
 13-31-205-049-0000
 K.A.
 2124-2200 N. NATCHEZ AVE., CHGO. IL.