TCF NATIONAL BANK

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Eugene "Gene" Moore Fee: $76.00
Cook County Recorder of Deeds
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COMMERCIAL MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

PREPARED BY AND AFTER RECORDING MAIL TO:

TCF NATIONAL BANK
800 Burr Ridge Parkway
Burr Ridge, Illinois 60527
Attn: Commercial Loan Department

This Box For Recorder's Use Only

THIS COMMERCIAL MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage") is dated effective as of **JANUARY 14, 2005**, and is between **BRIDGEVIEW BANK GROUP, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 19, 2004 AND KNOWN AS TRUST NUMBER 1-3111**, having an address at **4753 North Broadway, Chicago, Illinois 60640** ("Mortgagor") (defined below) and TCF NATIONAL BANK, a national banking association, with an office located at 800 Burr Ridge Parkway, Burr Ridge, Illinois 60527 ("Mortgagee") (defined below).

WITNESSETH:

Whereas, Mortgagor has executed a promissory note dated **JANUARY 14, 2005** in the original principal amount of **SEVEN HUNDRED FOUR THOUSAND AND 00/100** Dollars **($704,000.00)** payable to Mortgagee and due on **JANUARY 15, 2015** ("Maturity Date") together with any and all amendments or supplements thereto, extensions and renewals thereof and any other promissory note which may be taken in whole or partial renewal, substitution or extension thereof ("Note"). The Note initially shall bear interest on the principal balance from time to time outstanding from date of first disbursement until maturity, whether by acceleration or otherwise and thereafter. The lien of this Mortgage secures payment and performance of the Liabilities (as defined in the Note) including without limitation, any existing indebtedness and future advances, whether obligatory or non-obligatory, made pursuant to the Note, the terms and provisions of which Note are hereby incorporated, to the same extent as if such future advances were made on the date of execution of this Mortgage without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

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products and proceeds thereof. If the Mortgagor shall at any time, whether or not revised Article 9 of the Code is in effect in any particular jurisdiction, acquire a commercial tort claim, as defined in revised Article 9 of the Code, the Mortgagor shall immediately notify the Mortgagee in a writing signed by the Mortgagor of the brief details thereof and grant to the Mortgagee in such writing a security interest therein and in the proceeds thereof, all upon the terms of the Mortgage, with such writing to be in form and substance satisfactory to the Mortgagee.

1.3 **Insurance and Condemnation Awards.** As further security, Mortgagor does hereby grant a continuing security interest in, pledge, assign, deliver and grant to Mortgagee all of Mortgagor's rights, titles and interests in and to all proceeds of the conversion, voluntarily or involuntarily, of the Premises or any part thereof into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (collectively referred to as the "Insurance and Condemnation Awards") and proceeds of all the foregoing collateral security.

1.4 **Absolute Assignment of Leases and Rents.** As further security, Mortgagor grants a continuing security interest in, pledges, assigns, transfers, delivers and grants to Mortgagee all now existing and hereafter arising leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whereby any person or entity agrees to pay money or other consideration for the use, possession or occupancy of, or any estate in, the Premises or any part thereof (collectively referred to as the "Leases") and all now existing and hereafter arising rents, issues, profits, royalties, avails, income and other benefits derived or owned by Mortgagor directly or indirectly from the Premises (collectively, the "Rents"), it being the intention hereby to establish an absolute transfer and assignment of all such Leases and Rents. Mortgagor hereby irrevocably appoints Mortgagee its attorney-in-fact (this power of attorney and any other powers of attorney granted herein are powers coupled with an interest and cannot be revoked, modified or altered without the written consent of Mortgagee) with or without taking possession of the Premises as provided in this Mortgage, to lease any portion of the Premises to any party on such terms as Mortgagee shall determine, and to collect all rents due with the same rights and powers and subject to the same immunities as Mortgagee would have upon taking possession pursuant to the terms of this Mortgage. Mortgagor represents that no rent has been or will be paid by any person or entity in possession of any portion of the Premises for more than one (1) installment in advance and that payment of none of the Rents for any portion of the Premises has been or will be waived, reduced or otherwise discharged or compromised by Mortgagor. Mortgagor waives any right of set off against any person in possession of any portion of the Premises. Mortgagor agrees that Mortgagor will not assign any of the rents or profits of the Premises, except to a purchaser or grantee of the Premises. Nothing contained in this Mortgage shall be construed as constituting Mortgagee a mortgagee-in-possession in the absence of the taking of the actual possession of the Premises pursuant to this Mortgage. Mortgagor hereby expressly waives all liability of Mortgagee in the exercise of the powers granted to Mortgagee pursuant to this Mortgage. Mortgagor shall assign to Mortgagee all future leases on any part of the Premises and shall execute and deliver to Mortgagee, upon request by Mortgagee, all such further assurances and assignments as Mortgagee may require. Although the assignment herein is a present assignment, Mortgagee shall not exercise any of the rights or powers conferred upon Mortgagee pursuant to this **Section 1.4** until a Default (defined below) occurs or exists pursuant to the terms of this Mortgage. This Mortgage shall not obligate Mortgagee with any of the duties or obligations of a lessor of the Premises as set forth in any lease of any portion of the Premises. The Liabilities secured by this Mortgage shall not exceed 200% of the original face amount of the Note.

2. **DEFINITIONS.** The terms defined herein for all purposes of this Mortgage shall have the following meanings in this Mortgage, unless the context clearly requires otherwise. Any capitalized terms herein not otherwise defined in this Mortgage shall have the same meanings as defined in the Note.

(a) "Additions or Alterations" means improvements, replacements, alterations, additions, enlargements or expansions in, on or to the Premises and any improvements on the Premises.

(b) "Closing Date" means **JANUARY 18, 2005**.

any of the Collateral, in any amount which is not promptly paid, discharged, released, bonded, stayed on appeal or otherwise fully satisfied and the continuance of such Default for a period of forty-five (45) calendar days thereafter;

(xii) any garnishment summons or a writ of attachment is issued against or served upon Mortgagee for the attachment of any property of Mortgagor in Mortgagee's possession or any indebtedness owing to Mortgagor or any Guarantor;

(xiii) the death or incompetency of Mortgagor or any Guarantor;

(xiv) the failure of Mortgagor or any Guarantor to pledge or grant or cause to be pledged or granted to Mortgagee a continuing security interest in the Collateral, or to furnish immediately additional and satisfactory Collateral upon request from Mortgagee when Mortgagee, in its sole discretion exercised in good faith, shall deem itself insecure for any reason whatsoever and continuance of such a Default for a period of thirty (30) calendar days after Bank sends such written request to the Mortgagor or Guarantor;

(xv) the cessation of business, dissolution or termination of Mortgagor or any Guarantor whether by voluntary or involuntary action;

(xvi) any and all other events or circumstances which cause Mortgagee, in its sole discretion exercised in good faith, to deem itself insecure for any reason whatsoever, including without limitation any adverse change in the financial condition or operations of Mortgagor, any Guarantor, the Premises or in any of the Collateral;

(xvii) the commencement of foreclosure proceedings or their judicial equivalent with respect to any lien or other mortgage encumbering the Premises regardless of whether or not that lien or mortgage is a Permitted Lien; or

(xviii) any default which continues after notice or lapse of any applicable grace or cure period, under any of the other Financing Loan Documents.

(e) "Environmental Laws" means any and all laws, statutes, ordinances, rules, regulations, orders, or determinations of any federal or state governmental authority or courts, pertaining to health or the environment, in effect at any time in any and all jurisdictions in which Mortgagor is or at any time may be doing business, or where the Premises and any other real property of Mortgagor are located.

(f) "Financing Loan Documents" means the Note, this Mortgage, any guaranties, Collateral Assignment(s) and financing statements including amendments and modifications thereof and extensions and renewals thereto.

(g) "good faith" means honesty in fact in the conduct or the transaction concerned as determined on a subjective basis.

(h) "Guarantor" means any endorser, guarantor, accommodation party, pledger of security for or surety and their respective estates, heirs, personal representatives, successors and assigns of any of the Liabilities.

(i) "Liabilities" means any and all liabilities, obligations and indebtedness including interest that, but for the provisions of the Federal Bankruptcy Code as may be amended from time to time, would have accrued on the Note and under the Mortgage and any other Financing Loan Documents, owing by Mortgagor or any Guarantor, or both, to Mortgagee for performance and payment of any and all amounts due under any of the Financing Loan Documents, all without relief from valuation and appraisement laws, and for any other liabilities, indebtedness and obligations of every kind and nature of Mortgagor or Guarantors, or both, owing to Mortgagee, whether heretofore, now or hereafter owing or arising, due or payable, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent,

(a) The Premises and any other real property of Mortgagor and the respective operations conducted thereon do not violate any applicable federal, state or local law, statute, ordinance, rule, regulation, order or determination of any governmental authority or any restrictive covenant or deed restriction (recorded or otherwise), including without limitation all applicable zoning ordinances, building codes, flood disaster laws and Environmental Laws; and Mortgagor has provided Mortgagee with a Certificate of Inspection prepared by an appropriate municipal authority or with other evidence satisfactory to Mortgagee that the Premises comply with all zoning ordinances, building codes and any requirements with respect to licenses or permits necessary for the lawful use and operation of the Premises, and with all instruments of record affecting the Premises;

(b) Without limitation of **Subsection 3.3(a)**, above, the Premises and any other real property of Mortgagor and the operations conducted thereon by Mortgagor or any current or prior owner or operator of the Premises or any other such real property or operation, are not in violation of or subject to any existing, pending or threatened action, suit, investigation, inquiry or proceeding by any federal, state or local governmental authority or to any remedial obligations under any Environmental Laws;

(c) All notices, permits, licenses or similar authorizations, if any, required to be obtained or filed in connection with the operation or use of the Premises and any other real property of Mortgagor, including without limitation past or present treatment, storage, disposal or release of a hazardous substance or solid waste into the environment, have been duly obtained or filed, and Mortgagor is and shall remain in compliance with all such notices, permits, licenses or similar authorizations;

(d) Any hazardous substance (defined below) or solid waste generated at the Premises and at any other real property of Mortgagor has in the past been and shall continue to be transported, treated and disposed of only by carriers maintaining valid permits under RCRA and any other Environmental Laws and only at treatment, storage and disposal facilities maintaining valid permits under RCRA and any other Environmental Laws, which carriers and facilities have been and are, to the best of Mortgagor's knowledge, operating in compliance with such permits;

(e) Mortgagor has taken and shall continue to take all steps necessary to determine and has determined and shall continue to determine that no hazardous substances or solid wastes have been disposed of or otherwise released and there has been no, nor shall Mortgagor permit any threatened release of hazardous substances in, on or under the Premises or in, on or under any other real property of Mortgagor except in compliance with Environmental Laws;

(f) Mortgagor has taken all steps necessary to determine and has determined that no, nor shall Mortgagor permit any hazardous substances, hazardous facilities, pollutants or contaminants are located in, on or under the Premises or in, on or under any other real property of Mortgagor;

(g) Mortgagor has and will have no material contingent liability in connection with any release or threatened release of any hazardous substance or solid waste into the environment; and

(h) The use which Mortgagor makes or intends to make of the Premises and any other real property of Mortgagor does not and will not result in the unlawful or unauthorized disposal or other release of any hazardous substance or solid waste in, on or under the Premises or in, on or under any other real property of Mortgagor.

The terms "hazardous substance", "release" and "threatened release" have the meanings specified in The Comprehensive Environmental, Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et. seq., ("CERCLA"), and the terms "solid waste" and "disposal" (or "disposed") have the meanings specified in The Resource Conservation and

(c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Mortgagee;

(d) complete within a reasonable time any building or buildings now or at any time in process of construction upon the Premises;

(e) comply with all requirements of all federal, state and municipal laws, statutes, regulations and ordinances with respect to the Premises and the use of the Premises;

(f) refrain from impairing or diminishing the value of the Premises;

(g) not sell, transfer (except for leases in the ordinary course of business) or otherwise dispose of or encumber, pledge, assign, grant a security interest in or mortgage the Premises or the improvements therein or thereon without the prior written consent of Mortgagee; and

(h) at Mortgagor's own cost and without expense to Mortgagee, preserve Mortgagor's title, and will defend the validity and priority of this Mortgage against the claims of all other persons and entities.

4.2 **Additions and Alterations.** Mortgagor may, subject to obtaining the prior written consent of Mortgagee and at Mortgagor's own expense, make from time to time, any Additions or Alterations to the Premises Mortgagor may deem desirable for Mortgagor's business purposes that do not in any way materially increase the risk of fire or other hazard or otherwise adversely affect the structural integrity of the Premises or substantially reduce the value of the Premises; provided, however, all such Additions or Alterations to the Premises shall be located wholly within the boundary lines of the Premises and shall be in compliance with all applicable zoning and building ordinances. All such Additions or Alterations so made by Mortgagor shall become a part of the Premises and shall be subject to the lien of this Mortgage. Mortgagor will not permit, except as otherwise expressly permitted by the terms in this Mortgage, any mechanics' liens, security interests, charges or other encumbrances to remain against the Premises for labor or materials furnished in connection with any Additions or Alterations, unless payment for such labor or materials is not yet due and payable; provided, however, Mortgagor may in good faith contest any mechanics' lien or other lien filed or established against the Premises, and in such event may permit the item so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, provided that nonpayment of any such item will not materially endanger the lien of this Mortgage as to any material part of the Premises or the revenues therefrom, and that neither the Premises nor any material part thereof will be subject to loss or forfeiture as a result of the nonpayment of any such item during such period. Prior to the commencement of any such contest, Mortgagor shall deposit with Mortgagee an amount of cash or letter of credit in form and substance acceptable to Mortgagee and equal to at least one hundred fifty percent (150%) of the contested amount or with the Title Insurer whatever amount of cash or other property the Title Insurer requires to insure over such lien. So long as no Default exists, Mortgagee will, at the expense of Mortgagor, cooperate with Mortgagor in any such contest. In the event that Mortgagor shall fail to pay any of the foregoing items required by this **Subsection 4.2** to be paid by Mortgagor, Mortgagee may, but shall be under no obligation to, pay the same and any amounts so advanced therefor by Mortgagee shall become an additional obligation added to the Liabilities of Mortgagor, together with interest thereon at a per annum rate equivalent to the Default Rate set forth in the Note, secured by this Mortgage and payable on demand of Mortgagee. Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto.

4.3 **Title Insurance.** Mortgagor shall furnish or shall cause to be furnished to Mortgagee an ALTA Mortgagee's Title Policy ("Title Policy") issued by the Title Insurer, acceptable by Mortgagee, showing Mortgagor as owner of the Premises in fee simple. The Title Policy shall insure this Mortgage (i) in the full amount of the Loan, with extended coverage and any endorsements required by Mortgagee, including without limitation, zoning, variable rate, usury, location, survey, access and comprehensive endorsements and any other endorsements as Mortgagee may require; and (ii) as a valid first lien on the Premises subject only to such exceptions, encumbrances, easements, defects and objections as are approved

(iii) Mortgagor shall carry and maintain comprehensive worker's compensation insurance in such amounts as required by law.

(iv) If steam boilers or similar equipment for the generation of steam are located in, on or about the Premises, Mortgagor shall carry and maintain insurance against loss or damage by explosion, rupture or bursting of such equipment and appurtenances thereto, without a co-insurance clause, in an amount as Mortgagee may require, and such policies shall contain a standard mortgage clause in form and substance acceptable to Mortgagee.

(v) Mortgagor shall maintain business interruption/loss of rents insurance in the minimum amount of an amount equal to the total of twelve (12) monthly installment payments on the Note and tax reserve payments pursuant to the Note, and such policy shall contain a standard mortgage clause in form and substance acceptable to Mortgagee.

(vi) Mortgagor shall maintain builder's risk insurance including coverage under the Illinois Structural Work Act, as may be amended from time to time, upon any work done or materials furnished under construction contracts in the amount of one hundred percent (100%) of the insurable value of the contracts in the name of Mortgagee, Mortgagor and the contractors, as their respective interests may appear, and such policy shall contain a standard mortgage clause in form and substance acceptable to Mortgagee.

(vii) If the Premises are located in an area which has been identified by the Secretary of Housing and Urban Development as a flood hazard area, Mortgagor shall keep the Premises insured against loss by flood for which any Liabilities remaining outstanding and owing to Mortgagee in an amount equal to the lesser of the outstanding principal balance of the Note or the maximum limit of coverage available for the Premises and the buildings under the National Flood Insurance Act of 1968, and such policy shall contain a standard mortgage clause in form and substance acceptable to Mortgagee.

(viii) Mortgagor shall carry and maintain such other customary insurance, in such amounts and with such customary coverages, endorsements and payee designations as may be reasonably required by Mortgagee.

(b) All insurance policies shall be in form and substance acceptable to Mortgagee and shall be issued by insurance companies acceptable to Mortgagee.

(c) The standard mortgage clause shall name Mortgagee as "first mortgagee" as its interest may appear, without contribution, and shall provide, among other things, that Mortgagee shall have the right to receive loss payment from the insurer under any of the following circumstances:

i) The insured's claim is denied due to the insured's acts or the insured's failure to comply with the terms of the policy; or

ii) Mortgagee has brought a foreclosure action or other similar proceeding against the Premises.

(d) All insurance policies containing a standard mortgage clause shall also contain a waiver of the right of subrogation endorsement in favor of Mortgagee.

(e) All insurance policies shall provide that Mortgagee shall receive at least ten (10) business days' written notice prior to cancellation, termination or non-renewal for reason of

4.9 **Mortgage Payments.** If Mortgagee in its sole discretion makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances, Mortgagee may do so, but shall not be so obligated, according to any bill, statement or estimate received from the appropriate party claiming such funds without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of the lien, encumbrance, security interest, tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

4.10 **Tax and Insurance Reserves.**

(a) Unless otherwise agreed in writing by Mortgagee, Mortgagor agrees to deposit at the place as Mortgagee may, from time to time, in writing appoint and, in the absence of appointment then at the office of Mortgagee commencing on the Closing Date and monthly thereafter until the Liabilities secured by this Mortgage are fully paid and performed, tax reserve amounts which shall in the aggregate be equal to the sum of the amount of the accrued real estate taxes and assessments with respect to the Premises due and payable to the **COOK** County Collector when such real estate taxes and assessments are due. Notwithstanding the foregoing, if the taxes or assessments for the last ascertainable year exclude the buildings or improvements or any part thereof, now constructed or to be constructed on the Premises, then the amount of the deposits to be paid pursuant to this **Subsection 4.10(a)** shall be based upon the reasonable estimate of Mortgagee as to the amount of taxes and assessments which shall be levied or assessed. The deposits may be commingled with the general funds of Mortgagee and no interest and shall be payable thereon nor shall such sums be deemed held in trust for Mortgagor and so long as no Default occurs or exists hereunder such sums shall be applied by Mortgagee to pay such taxes and assessments when they become due. If the funds so deposited are insufficient to pay any of the taxes or assessments (general or special) for any year when the same shall become due and payable, Mortgagor shall, within ten (10) days after receipt of a notice and demand from Mortgagee, deposit the additional funds as may be necessary to pay such taxes and assessments (general and special). So long as no Default exists, any excess shall be applied to subsequent deposits for taxes and assessments or upon repayment of the Liabilities in full.

(b) Upon request by Mortgagee, concurrent with and in addition to the deposits for general and special taxes and assessments pursuant to the terms of **Subsection 4.10 (a)** hereof, Mortgagor shall deposit with Mortgagee a sum equal to the premiums that will next become due and payable on any insurance policies required hereunder, divided by the number of payments due annually under the Note so that such payments are sufficient to pay the insurance premiums when they become due and payable. All sums deposited hereunder may be commingled with the general funds of Mortgagee and no interest shall be payable thereon nor shall such sums be deemed held in trust for Mortgagor, so long as no Default occurs or exists hereunder, such sums shall be applied by Mortgagee, to pay the insurance premiums.

(c) Mortgagor shall keep and maintain all deposit accounts relating to the operation of the Premises and any other deposit accounts at Mortgagee while the Liabilities remain outstanding. While any Default, Mortgagee may set off any monies in the tax and insurance reserves without liability to Mortgagor.

(d) Notwithstanding anything contained in this Mortgage to the contrary, upon the occurrence or existence of a Default, Mortgagor agrees that Mortgagee, in its sole discretion and without any liability or notice to Mortgagor, may set off any monies in the Tax Reserve or Insurance Reserve, or both, of Mortgagor held in any of the deposit accounts pursuant to this **Section 4.10** or otherwise.

4.11 **Accurate Books, Records and Financial Statements.** Mortgagor shall keep and maintain or shall cause to be kept and maintained, at all times, full, true and accurate books of accounts, in sufficient detail to adequately and correctly reflect the results of the operation of the Premises, which books and the records relating thereto, after Mortgagee sends Mortgagor five (5) calendar days prior notice, shall

4.14 Removal Of Hazardous Substances. Mortgagor shall not permit the presence of any hazardous substances, hazardous facilities, pollutants or contaminants, including asbestos in, on or under the surface of Premises. If Mortgagee determines at any time that asbestos exists in, on or under the Premises and may present a health hazard, or if removal of any hazardous substance pollutant or contaminant from the Premises is or may be required by any applicable governmental or regulatory authorities or pursuant to any applicable laws or regulations, Mortgagee may, in its sole discretion, require the removal or containment of such asbestos or any other hazardous substances at Mortgagor's sole expense.

4.15 Lessee Environmental Law Compliance. Mortgagor shall, and shall use its best efforts to cause all lessees and any operators of the Premises or any other real property of Mortgagor to, dispose of any and all hazardous substances or solid waste generated or located at or on the Premises or such other real property only at facilities and by carriers maintaining compliance with the Environmental Laws. To the best of Mortgagor's knowledge, all such lessees are operating in compliance with valid permits under RCRA and any other applicable Environmental Laws, and Mortgagor shall use its best efforts to obtain certificates of disposal from all contractors employed in connection with the transport or disposal of such hazardous substances or solid waste.

4.16 Environmental Monitoring System. At Mortgagee's request from time to time, Mortgagor shall establish and maintain, and shall cause to be established and maintained, a system to assure and monitor continued compliance with the Environmental Laws by any and all lessees and operators of the Premises and any other real property of Mortgagor, which system shall include annual reviews of such compliance by employees or agents of Mortgagor who are familiar with the requirements of the Environmental Laws, and at the request of Mortgagee made no more than once each calendar year, Mortgagor shall at its sole expense obtain detailed review of such compliance (the "Environmental Report") from an environmental consulting firm acceptable to Mortgagee; provided, however, if any Environmental Report indicates any violation of Environmental Laws, such system shall provide that at the request of Mortgagee made within nine (9) months after the date of such Environmental Report, a detailed review of the status of such violation (a "Supplemental Report") by such environmental consultant. Mortgagor shall furnish or cause to be furnished an Environmental Report or such Supplemental Report to Mortgagee within forty-five (45) days after Mortgagee so requests, together with such additional information as Mortgagee may request.

4.17 Notice of Environmental Law Violation. If Mortgagor or any lessees or operators of the Premises shall receive (a) a notice that any alleged violation or violations of any Environmental Law may have been committed or is about to be committed by Mortgagor or any lessee; (b) a notice that any administrative or judicial complaint or order has been filed or is about to be filed against Mortgagor or any lessee alleging violation of any Environmental Law or requiring Mortgagor or any lessee to take any action in connection with the release or threatened release of hazardous substances or solid waste into the environment; or (c) a notice from a federal, state, or local governmental agency, court or private party alleging that Mortgagor or any lessee may be liable or responsible for costs associated with a response to or cleanup of a release or disposal of a hazardous substance or solid waste into the environment or any damages caused thereby, including without limitation any notice that Mortgagor or any lessee is a "potentially responsible party" as defined by CERCLA, Mortgagor shall provide Mortgagee with a copy of such notice within ten (10) calendar days after Mortgagor's or any lessee's receipt thereof. Mortgagor shall, or shall cause the lessee, as the case may be, to provide Mortgagee with notices of the enactment or promulgation of any Environmental Law which may result in a material adverse change in its business, financial condition, or operations of Mortgagor have a materially adverse effect on Premises or value of the Premises within fifteen (15) calendar days after Mortgagor obtains knowledge thereof.

4.18 Inspection Of Premises By Mortgagee. Mortgagor shall permit, and shall cause any Manager to permit, Mortgagee or any person or persons designated by Mortgagee, from time to time hereafter, to call at Mortgagor's Premises or place or places of business or any other place where the Collateral or any information relating thereto is kept or located during reasonable business hours, without prior notice, hindrance or delay, to:

have been so made or taken or which have not been made or taken with respect to the compliance with the requirements of any Environmental Laws.

4.24 **Indemnification.** Mortgagor hereby indemnifies and holds harmless Mortgagee and its shareholders, directors, officers, employees, representatives and agents from and against any and all lawsuits, actions, claims, liabilities, obligations, losses, damages, including without limitation actual, consequential, special, indirect or punitive damages, penalties, judgments, costs, expenses, loss of profits or business, including without limitation reasonable attorneys' and paralegals' fees and costs (including the cost to Mortgagee of using internal counsel, if applicable) or disbursements of any kind or nature whatsoever, including without limitation title insurance premiums, escrow, recording, survey and appraisal fees, transfer taxes and stamp taxes and any diminution in the value of the Premises, which may be imposed on, incurred by or asserted against the Mortgage or the Premises, or both, in any way relating to or arising under this Mortgage, under any of the other Financing Loan Documents or under applicable federal, state and local laws, regulations and ordinances. This Indemnification shall survive the termination, expiration and release of this Mortgage.

4.25 **Fee Payment.** On or before the Closing Date, Mortgagor shall pay to Mortgagee a total fee of $ N/A ("Fee"). The entire Fee is non-refundable.

5. MORTGAGE AS SECURITY AGREEMENT.

5.1 **Grant of Security Interest in Personal Property.** Mortgagor and Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Code, with respect to (i) all sums at any time on deposit for the benefit of Mortgagee or held by Mortgagee pursuant to any of the provisions of the Note, this Mortgage or other Financing Loan Documents, and (ii) with respect to any instruments (including promissory notes), documents, deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, general intangibles (including payment intangibles and software, supporting obligations, accounts (including health-care-insurance receivables), fixtures, goods (including inventory, equipment and any accessions thereto), equipment and inventory, chattel paper (whether tangible or electronic), returned goods and any and all products and proceeds thereof and other personal properties which may not be deemed to be affixed to the Premises owned by Mortgagor or in which Mortgagor has an interest within the meaning of the Code and all replacements of, substitutions for, additions to and proceeds thereof (collectively, the "Personal Property"). Mortgagor hereby grants Mortgagee a security interest in all now owned or existing and hereafter acquired or arising Personal Property of Mortgagor, to secure payment and performance of the Liabilities. If the Mortgagor shall at any time, whether or not revised Article 9 of the Code is in effect in any particular jurisdiction, acquire a commercial tort claim, as defined in revised Article 9 of the Code, the Mortgagor shall immediately notify the Mortgagee in a writing signed by the Mortgagor of the brief details thereof and grant to the Mortgagee in such writing a security interest therein and in the proceeds thereof, all upon the terms of the Mortgage, with such writing to be in form and substance satisfactory to the Mortgagee. The provisions of this **Section 5.1** shall not limit the applicability of any other provision of this Mortgage but shall be in addition to the other provisions of this Mortgage.

5.2 **Mortgagor Sole Owner of Personal Property.** Mortgagor, or if Mortgagor is a Trustee, to the extent authorized by the Trust Agreement, is and will be the sole owner of the Personal Property, free and clear of all security interests, liens and encumbrances other than securities interests, liens and encumbrances in favor of Mortgagee. No financing statement (other than any financing statement in favor of Mortgagee) covering any of the Personal Property or any proceeds thereof is or will be on file at any public office. Mortgagor shall, at Mortgagor's sole expense, execute and deliver to Mortgagee such financing statements, information and other documents in form and substance satisfactory to Mortgagee and shall perform all such acts as Mortgagee shall request or require from time to time to establish and maintain a perfected security interest in the Personal Property.

5.3 **Default, Rights of Mortgagee.** Upon and after a Default Mortgagee may (a) in its sole discretion declare any or all of the Liabilities to be immediately due and payable without notice or demand to Mortgagor or any other person; (b) in connection with the collection, any amounts due under the Note

Mortgagee at any time and from time to time to file any initial financing statements and amendments thereto, without the Mortgagor's signature or other authentication, that (a) indicate the Collateral (i) as all Personal Property of the Mortgagor or words of similar effect, regardless of whether any particular asset comprised in the Collateral can be perfected by filing a financing statement, and regardless of whether any particular asset is excluded from the definition of Collateral, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by Article 9 of the Code for the sufficiency or filing office acceptance of any financing statement or amendment. The Mortgagor hereby further irrevocably authorizes the Mortgagee at any time and from time to time to file any terminations of the financing statements of other secured parties which relate to any or all of the Collateral as long as such terminations are filed in good faith.

6. MORTGAGE DEFAULT AND REMEDIES.

6.1 Default. Upon or after the occurrence of a Default, in the sole election of Mortgagee and without notice to Mortgagor, Mortgagee may declare all Liabilities to be immediately due and payable, and Mortgagor shall pay all costs and expenses of Mortgagee, including without limitation reasonable attorneys' and paralegals', surveyor, environmental engineer, appraiser, opinion witnesses and other professional fees and costs whatsoever (including the cost to Mortgagee of using internal counsel, if applicable) and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement or attempted enforcement of Mortgagee's rights in the Premises and other costs and expenses incurred in connection with the disposal of the Premises, with interest thereon at a per annum rate equivalent to the Default Rate set forth in the Note. All expenditures incurred pursuant to the powers herein shall become a part of the Liabilities secured hereby and payable on demand. Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto.

6.2 Injunction. Mortgagor agrees that damages may not be adequate to protect Mortgagee and therefore, upon or after the occurrence of a Default, Mortgagee may proceed to protect and enforce Mortgagee's rights hereunder by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law.

6.3 Foreclosure. When the Liabilities shall become due, whether by acceleration or otherwise, Mortgagee also shall have the right to foreclose the lien of this Mortgage. Upon the bringing of any suit to foreclose this Mortgage, Mortgagee shall, as a matter of right, without notice and without giving bond to Mortgagor or anyone claiming by, under or through Mortgagor, and without regard to the solvency or insolvency of Mortgagor or the then value of the Premises, to the extent permitted by applicable law, be entitled to have itself appointed and become mortgagee in possession for all or any part of the Premises and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Mortgagor hereby consents to the appointment of Mortgagee as such mortgagee in possession and shall not oppose any such appointment. Any such mortgagee in possession may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Mortgagor or other persons and any and all property with respect thereto or any part thereof during the pendency of any foreclosure.

6.4 Additional Liabilities. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional Liabilities in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys', paralegals', opinion witnesses; receivers; professionals' fees and all other costs whatsoever (including the cost to Mortgagee of using internal counsel, if applicable), opinion witnesses', appraisers', environmental engineers; receivers' and other professionals' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches, environmental remediation, environmental studies, drilling reports and examinations, title insurance policies, tax and lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonable either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this **Section 6.4**, when incurred or paid by Mortgagee shall

7.2 In The Event The Premises Is Agricultural Property Or Mortgagor Is An Illinois Corporation, Limited Liability Company or Limited Partnership or A Foreign Corporation Licensed To Do Business In The State Of Illinois Or A Corporate Trustee Of An Express Land Trust, Mortgagor Hereby Waives Any And All Rights Of Redemption From Sale Under Any Order Or Judgement Of Foreclosure Of This Mortgage. Mortgagor Waives Any Rights Of Reinstatement Pursuant To The Laws Of The State Of Illinois Regarding Foreclosure Of Mortgages, On Mortgagor's Own Behalf And On Behalf Of Each And Every Person, Except Judgement Creditors Of Mortgagor, Acquiring Any Interest In Or Title To The Premises, As Of Or Subsequent To The Date Of This Mortgage.

7.3 In The Event The Premises Is Residential Property As Defined Under The Laws Of The State Of Illinois Regarding Foreclosure Of Mortgages, But Prior To The Filing Of A Complaint For Foreclosure, The Premises Ceases To Qualify As Residential Property, Mortgagor Hereby Waives Any And All Rights Of Redemption From Sale Under Any Order Or Judgement Of Foreclosure Of This Mortgage And Any Rights Of Reinstatement Pursuant To The Laws Of The State Of Illinois Regarding Foreclosure Of Mortgages, On Mortgagor's Own Behalf And On Behalf Of Each And Every Person, Except Judgement Creditors Of Mortgagor, Acquiring Any Interest In Or Title To The Premises As Of Or Subsequent To The Date Of This Mortgage.

8. MISCELLANEOUS

8.1 Successors and Assigns. Mortgage and all applicable provisions hereof shall be binding upon Mortgagor and upon Mortgagor's heirs, estates, legal representatives, successors and assigns and all persons or parties claiming by, under or through Mortgagor, and shall inure to the benefit of Mortgagee and its successors and assigns.

8.2 Notices. All notices, requests and demands to be made hereunder to the parties hereto shall be in writing and shall be given by any of the following means: (i) personal delivery; facsimile, telex, telegram or telecopying (if confirmed in writing sent by first class mail, postage prepaid); or (ii) certified, first class mail, return receipt requested, postage prepaid. Such addresses may be changed by notice to the other parties hereto given in the same manner as provided above. Any notice, demand or request sent pursuant to either (i) or (ii) of this subsection shall be deemed received upon such personal service or upon dispatch by electronic means, and, if sent pursuant to (iii), shall be deemed received three (3) calendar days following deposit in the mail.

To Mortgagor: Bridgeview Bank Group,
As Trustee u/t/a dated March 19, 2004
And known as Trust Number 1-3111
4753 North Broadway
Chicago, Illinois 60640

To Mortgagee: TCF National Bank
800 Burr Ridge Parkway
Burr Ridge, Illinois 60527
Attn: Manager Commercial Loans

Failure to send a copy of any notice hereunder to any legal counsel designated above shall in no manner render such notice, if any, to Mortgagor or Mortgagee defective or ineffective. No change in address of Mortgagor shall be effective unless sent in writing to the other party at the above address.

8.3 Release of Mortgage. Mortgagee shall release this Mortgage by a proper release after payment and satisfaction in full of all the Liabilities.

8.4 Singular and Plural. The singular shall include plural, the plural shall mean the singular and use of any gender shall be applicable to all genders. If there is more than one Mortgagor, then all Mortgagors shall be jointly and severally under this Mortgage.

RIGHT TO ENFORCE IN THE STATE OF ILLINOIS AND THE COUNTY OF COOK THE TERMS AND PROVISIONS HEREUNDER AND UNDER ANY OF THE OTHER FINANCING LOAN DOCUMENTS, MORTGAGOR CONSENTS TO JURISDICTION IN, AND CONSTRUCTION OF THIS MORTGAGE AND ANY OTHER FINANCING LOAN DOCUMENTS UNDER THE INTERNAL LAWS OF THE STATE OF ILLINOIS, EXCLUDING ITS CONFLICTS OF LAW PRINCIPLES, AND VENUE IN THE COUNTY OF COOK FOR SUCH PURPOSES, MORTGAGOR WAIVES ANY AND ALL RIGHTS TO CONTEST JURISDICTION AND VENUE OF THE STATE OF ILLINOIS AND COUNTY OF COOK OVER MORTGAGOR FOR THE PURPOSE OF ENFORCING THIS MORTGAGE AND ANY OF THE OTHER FINANCING LOAN DOCUMENTS, AND MORTGAGOR WAIVES ANY AND ALL RIGHTS TO COMMENCE ANY ACTION, WHETHER BY COMPLAINT, COUNTER COMPLAINT OR CROSS-COMPLAINT OR COUNTERCLAIM WITH RESPECT TO THE LIABILITIES, AGAINST MORTGAGEE IN ANY JURISDICTION OTHER THAN IN THE STATE OF ILLINOIS AND IN THE COUNTY OF COOK.

8.14 Severability. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

8.15 Counterparts. This Mortgage may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

8.16 Exculpation. In the event Mortgagor is a land trustee, then this Mortgage is executed by the Trustee, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is concerned, is payable only out of the trust which in part is securing the payment hereof, and through enforcement of the provisions of the Note, the other Financing Loan Documents and any other collateral or guaranty from time to time securing payment and performance of the Liabilities hereof; no personal liability shall be asserted or be enforceable against the trustee, because or in respect of this Mortgage or the making, issue or transfer thereof, all such personal liability of the trustee, if any, being expressly waived in any manner.

WITNESS THE HAND and seal of Mortgagor the day and year set forth above.

Address:
4753 North Broadway
Chicago, Illinois 60640

All representations and undertakings of BRIDGEVIEW BANK GROUP as Trustee [illegible] and not individually [illegible] only and no liability is assumed [illegible] against the BRIDGEVIEW BANK GROUP personally as a result of the signing of this instrument.

BRIDGEVIEW BANK GROUP,
not personally but as trustee under Trust Agreement dated March 19, 2004 and known as Trust Number 1-3111

By: Jacqueline F Hildebrandt
Its: TRUST OFFICER

By: N/A
Its:

EXHIBIT A

To

COMMERCIAL MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT

AND

FINANCING STATEMENT

DATED AS OF **JANUARY 14, 2005** BETWEEN

BRIDGEVIEW BANK GROUP,

NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 19, 2004

AND KNOWN AS TRUST NUMBER 1-3111

And

TCF NATIONAL BANK

LEGAL DESCRIPTION

THE EAST 125 FEET (EXCEPT THE NORTH 60 FEET THEREOF) OF LOT 50 IN ROSES SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SUTH 800.5 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

P.I.N. 16-30-413-078-0000

Commonly known as: 2818 South Ridgeland Avenue, Berwyn, Illinois 60402

PREPARED BY AND AFTER RECORDING MAIL TO:

TCF NATIONAL BANK
COMMERCIAL LENDING DIVISION
800 BURR RIDGE PARKWAY
BURR RIDGE, ILLINOIS 60527

TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000559042 OC
STREET ADDRESS: 2818 S. RIDGELAND AVE.
CITY: BERWYN **COUNTY:** COOK COUNTY
TAX NUMBER: 16-30-413-078-0000

LEGAL DESCRIPTION:

THE EAST 125 FEET (EXCEPT THE NORTH 60 FEET THEREOF) OF LOT 50 IN ROSES SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 800.5 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000559042 OC
STREET ADDRESS: 2818 S. RIDGELAND AVE.
CITY: BERWYN **COUNTY:** COOK COUNTY
TAX NUMBER: 16-30-413-078-0000

LEGAL DESCRIPTION:

THE EAST 125 FEET (EXCEPT THE NORTH 60 FEET THEREOF) OF LOT 50 IN ROSES SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 800.5 FEET THEREOF) IN COOK COUNTY, ILLINOIS.