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MORTGAGE

(Mortgage Form 17) Rev. 10/91



Doc#: 0506227116
Eugene "Gene" Moore Fee: \$40.00
Cook County Recorder of Deeds
Date: 03/03/2005 04:52 PM Pg: 1 of 9

Return to:

Albany Bank and Trust Company N.A.
3400 W. Lawrence Ave.
Chicago, Il. 60625

~~or BOX 33~~

THIS INDENTURE made this 1st day of March, 2005, between Spaulding Partners L.P., herein referred to as "Mortgagor", and ALBANY BANK AND TRUST COMPANY N.A., a National Banking Association doing business in Chicago, Illinois, herein referred to as "Mortgagee", witnesseth: THAT, WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the principal sum of One Million Two Hundred Sixty One Thousand One Hundred Twenty and 00/100 DOLLARS, evidenced by one certain Installment Note (the "Note") of the Mortgagor of even date herewith, made payable to ALBANY BANK AND TRUST COMPANY N.A., and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of Albany Bank Prime Rate + 1 percent Floating per annum (until adjusted as set forth below) in installments as follows:

Interest only dollars on the first day of the month following the first disbursement under the Note, and interest only dollars on the first day of each month thereafter until July 1, 2006, then \$9,253.65 on the 1st day of August, 2006 and on the first day of each month thereafter until this Note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the first day of July, 2026.

The interest rate shall be adjusted on the earlier of July 1, 2006 or on the first day of the month following the "Completion Date" as defined on the Regulatory Agreement between the Maker and The City of Chicago, to a fixed rate which equals the sum of the then current "Ask Yield" on 20 year U.S. Treasury Obligations plus 2.625%. In no event will the final rate under the Note exceed 8%.

PREPAYMENT PENALTY: A premium of 1% of the scheduled principal balance shall be due on any prepayment received between the 24th and 246th month of the loan term.

All such payments on account of the indebtedness evidenced by said Note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each installment unless paid when due shall bear interest after maturity at the rate of Albank Prime Rate plus 4% per annum, and all of said principal and interest being made payable at Albany Bank and Trust Company N.A. in Chicago, Illinois or as the Mortgagee may, from time to time, in writing appoint.

A late charge in the amount 5% of this monthly payment due hereunder will be assessed for any payment made more than 15 days after the due date.

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEYS and WARRANTS unto the Mortgagee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF Chicago, COUNTY OF Cook, and STATE OF ILLINOIS, to wit:

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Box 430

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which, with the property hereinafter described, is referred to as the "premises".

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air-conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

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

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor represents and agrees that, except as disclosed in writing to the Mortgagee, the premises are in compliance with "all Environmental Laws" (as hereinafter defined); that, except as disclosed in writing to the Mortgagee, there are no conditions existing currently or likely to exist during the term of the note that require or are likely to require clean up, removal or other remedial action; that Mortgagor is not a party to any litigation or administrative proceeding nor, to the best of Mortgagor's knowledge, is there any litigation or administrative proceeding contemplated or threatened, related to or arising out of any Environmental Laws; that neither the premises nor Mortgagor is subject to any judgment, decree, order, citation or complaint related to or arising out of any Environmental Laws; that Mortgagor has obtained all permits or licenses and filed all reports required under any applicable Environmental Laws. The term "Environmental Laws" shall mean any and all federal, state and local law, statutes, regulations, ordinances, codes, rules and other governmental restrictions or requirements relating to matters of environmental protection, pollution, health, safety, sanitation, or conservation, including without limitation those relating to the presence, maintenance and removal of asbestos now or any time hereafter in effect. Mortgagor covenants and agrees to comply with all applicable Environmental Laws and to require its tenants or others operating on the premises to comply with all applicable Environmental Laws and to provide to Mortgagee immediately upon receipt copies of any correspondence of any nature whatsoever received by Mortgagor relating to Environmental Laws, and to advise Mortgagee in writing as soon as Mortgagor becomes aware of any condition or circumstances which makes any of the representations or statements contained in this paragraph incomplete or inaccurate. In the event Mortgagee determines in its sole and absolute discretion that there is any evidence that any such circumstance might exist, whether or not described in any communication or notice to either Mortgagor or Mortgagee, Mortgagor agrees, at its own expense, and at no expense to Mortgagee, to permit an environmental audit to be conducted by Mortgagee of any independent agent selected by Mortgagee. This provision shall not relieve Mortgagor from conducting its own environmental audits or taking any other steps necessary to comply with any Environmental Laws. If in the opinion of Mortgagee, there exists any uncorrected violation of an Environmental Law or any condition which requires or may require any cleanup, removal, or other remedial action (other than any condition which is to be remediated during construction), and such correction, cleanup, removal, or other remedial action is not completed within one hundred eighty (180) days from the date of written notice from Mortgagee to Mortgagor, the same shall, at the option of Mortgagee constitute a default hereunder, without further notice or cure period.

Mortgagor agrees to indemnify, defend and hold Mortgagee and its current, future or former officers, directors, employees and agents harmless from and against any and all losses, damages, liabilities, obligations, claims, costs and expenses (including without limitation, reasonable attorneys' fees and costs) incurred by Mortgagee, whether prior to or after the date hereof and whether direct, indirect, or consequential, relating to or arising out of matters of environmental protection, pollution, health, safety, sanitation, or conservation, including without limitation those relating to the presence, maintenance, or removal of asbestos. Any and all amounts owed by Mortgagor to Mortgagee under this paragraph shall constitute additional indebtedness secured by this Mortgage. The representations, warranties, covenants, agreements, and indemnification obligations contained

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herein shall terminate upon the repayment of all amounts due under the Mortgage, cancellation of the Note and the release of any and all of the Loan documents, provided, however, the foregoing indemnification shall not apply to any liabilities arising after the date of any transfer of possession or title to the Premises to the Mortgagee.

3. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagee duplicate receipts thereof. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

4. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

In case of loss or damage by fire or other casualty, Mortgagor is authorized to settle and adjust any claim under insurance policies that insure against such risks, subject to the approval of Mortgagee. If at the time of loss or damage there exists a Default under this Mortgage with respect to matters relating to things other than payment of the obligations under the Note or a default that, with the passage of any applicable cure or grace period, would become a Default, Mortgagee is authorized to settle and adjust any claim under insurance policies which insure against such risks. Mortgagee is authorized to collect and issue a receipt for any such insurance money. Such insurance proceeds shall be held by Mortgagee and shall be used to pay directly or reimburse Mortgagor for the cost of the rebuilding of buildings or improvements on the Development. Whether or not such insurance proceeds are adequate for such purpose, the Development shall be restored, repaired or rebuilt by Mortgagor so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the cost of rebuilding, repairing or restoring the Development can reasonably be expected to exceed the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00), then Mortgagor shall obtain the written consent of Mortgagee to the plans and specifications of such work before such work is begun. In any case where the insurance proceeds are made available for repairing and rebuilding, such proceeds shall be disbursed in the manner and under the conditions that Mortgagee may require, provided Mortgagee is furnished with (i) satisfactory evidence of the estimated cost of completion of such work and (ii) architect's certificates, waivers of lien, contractor's and subcontractor's sworn statements and other evidence of cost and payments so that Mortgagee can verify that the amounts disbursed in connection with such work are free and clear of mechanic's liens or other lien claims, other than those contested in accordance with this Mortgage. If the estimated cost of completion exceeds the amount of the insurance proceeds available, Mortgagor shall, within thirty (30) days following written demand of Mortgagee, deposit with Mortgagee in cash the amount of such estimated excess cost. No payment made prior to the final completion of the work performed shall exceed ninety percent (90%) of the value of the work performed from time to time, and at all times, the undisbursed balance of such proceeds remaining in the hands of the disbursing party shall be at least sufficient to pay for the cost of completion of the work, free and clear of any liens. Any surplus that may remain out of the insurance proceeds after payment of costs of rebuilding, repairing or restoring the Development shall, at the option of Mortgagee, be applied toward the indebtedness secured hereby (the "Mortgage Debt") or be paid to any party entitled to it, without interest. Any additional monies advanced by Mortgagee to Mortgagor for the repairing, rebuilding or restoring of the Development shall be added to the Mortgage Debt and shall be secured by this Mortgage.

Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we 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 your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

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5. Mortgagor shall give Mortgagee prompt notice of any proceedings, pending or threatened, seeking condemnation or taking by eminent domain or any like process ("Taking"), of all or any portion of the Premises or affecting any easement thereon or appurtenance thereto and shall deliver to Mortgagee copies of any and all papers served in connection with any such proceedings, and Mortgagor hereby assigns and transfers to Mortgagee, the entire proceeds of all awards resulting from any Taking. Mortgagee is hereby authorized to collect and receive from the condemnation authorities said awards and is further authorized to give appropriate receipts therefor. In the event of any such Taking, Mortgagee may, in its sole discretion, (i) apply the proceeds of all awards resulting from such Taking to the indebtedness secured hereby in such order or manner as Mortgagee may elect, or (ii) apply such proceeds to reimburse Mortgagor for the cost of restoring, repairing, replacing or rebuilding the Premises. In the event that such proceeds, if any, shall be made available to Mortgagor for the restoration, repair, replacement or rebuilding of the Premises, Mortgagor hereby covenants to restore, repair, replace or rebuild the same, to at least equal value and substantially the same character as prior to such Taking, all to be effected in accordance with plans and specifications submitted to and approved by Mortgagee. If the amount of such proceeds shall be in excess of \$50,000, such proceeds shall be disbursed through an escrow pursuant to an escrow agreement approved by Mortgagee.

6. In case of default herein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by the Mortgagee to protect the mortgaged premises and the lien hereof shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of Albank Prime Rate plus 4% per annum. Inaction of the Mortgagee shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor. Any Limited Partner of Mortgagor is hereby permitted to cure any default on behalf of Mortgagor.

7. The Mortgagee hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

8. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms of the Note. At the option of the Mortgagee, and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall become due and payable (1) immediately in the case of default in making payment of any installment of principal or interest on the Note, after giving effect to the applicable notice and cure provisions in the Note, or (2) when default shall occur and continue for thirty days in the performance of any other agreement of the Mortgagor herein contained.

Notwithstanding any other provision herein or in any of the Loan Documents to the contrary, if a non-monetary event of default occurs hereunder or under the terms of any of the other Loan Documents, prior to exercising any remedies hereunder, Bank shall give Borrower written notice of such default and Borrower shall have a period of thirty (30) days from the receipt of such notice to effect a cure. If the default is such that it is not reasonably capable of cure within such thirty (30) days, then, provided Borrower has commenced cure within such 30 days and is diligently working to effect a cure, Borrower shall have such additional time as is reasonably necessary to cure such default up to a maximum cure period of one hundred eighty days (180) days after the notice of default.

Notwithstanding the foregoing, a default under paragraph 4 of this Mortgage, shall be subject to a 5 day right to cure, following the mailing of a notice to Mortgagor.

9. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of Albank Prime Rate plus 4% per annum, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which it shall be a party, either as a plaintiff, claimant or defendant, by reason of this Mortgage indebtedness hereby secured; or (b) preparations

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for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

10. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, their heirs, legal representatives or assigns, as their rights may appear.

11. Upon, or any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed shall appoint a receiver of the premises chosen by the Mortgagee. The Mortgagee may serve as Mortgagee in possession. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

12. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

13. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

14. Mortgagee has no duty to examine the title, location, existence, or condition of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Mortgagee, and it may require indemnities satisfactory to it before exercising any power herein given.

15. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Mortgage.

16. In addition to payments of principal and interest hereinabove provided, the Mortgagors shall pay a monthly sum equal to 1/12th of the amount required to pay the annual General Real Estate Taxes, assessed or to be assessed against said premises and the annual cost of fire and extended coverage insurance in an amount approved by the Mortgagee. The Mortgagee, at its option, may require the mortgagors to make additional payments sufficient to maintain a cushion of no greater than 1/6th of the estimated annual payments. Should the Mortgagee determine that there is a shortage or deficiency in the tax and insurance escrow account, it may require the mortgagors to pay additional deposits to eliminate the deficiency.

17. For prepayment privilege, see Note hereby secured.

18. The Mortgagor is prohibited from selling, conveying, assigning the beneficial interest in and to, entering into Articles of Agreement for the sale of, leasing, renting, or in any manner transferring title to the mortgaged premises without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld. Failure to obtain prior written consent shall constitute a default hereunder entitling the Mortgagee to declare the whole of the debt immediately due and payable. Any transfer of Limited Partnership interests and/or the removal of the general partner pursuant to the terms of the Limited Partnership Agreement, shall not constitute a default hereunder.

19. The real estate described herein shall secure the obligations, and shall also secure any other liabilities, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, of Mortgagor to Mortgagee or its successors and assigns; provided, however, that in no event shall this Mortgage secure indebtedness of the Mortgagor to the Mortgagee in an amount exceeding \$1,576,400.00.

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20. Subsequent to the date that is established as the "Completion Date" as set forth in the Regulatory Agreement between Mortgagor and the City of Chicago, the Note hereby secured shall be a non-recourse obligation of its Maker. Neither the Maker, nor any of its General or Limited Partners, nor any other party shall have any personal liability for repayment of the Note.

21. Any notices provided for in this Mortgage shall be sent to Mortgagor at 6142 N. California, #504, Chicago, Illinois 60659, Attn: George Ardelean, with a copy to Alliant Asset Management Company, LLC, 21550 Oxnard Street, Suite 1020, Woodland Hills, Ca. 91367; Attn: Shawn Horwitz.

22. All capitalized terms not defined herein shall have the meanings set forth in the Loan Agreement dated as of March 1, 2005 between Mortgagor and Mortgagee.

SPAULDING PARTNERS L.P.

By: Spaulding Development Corporation
an Illinois corporation and its sole general partner

By: [Signature]
George Ardelean (seal)

Its: President

State of Illinois)
)
County of Cook)

I, the undersigned a Notary Public in and for the County and State aforesaid, do hereby certify that the above named George Ardelean of Spaulding Development Corporation, the sole general partner of Spaulding Partners L.P. who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, and as the free and voluntary act of Spaulding Development Corporation and Spaulding Partners L.P. for the uses and purposes therein set forth, and caused the corporate seal of said Corporation to be thereto attached.

Given under my hand and notarial seal this 1st day of March 2005.

Denise G. Corcoran
Notary Public

This document prepared by:
Brenda Helms
124 C South County Farm Road
Wheaton, IL 60187



Deliver to: ~~Box 55~~
Albany Bank and Trust Co.
3400 W. Lawrence Ave.
Chicago, Illinois 60625

UNOFFICIAL COPY**ASSIGNMENT OF RENTS RIDER**Chicago, Illinois March 1, 2005**KNOW ALL MEN BY THESE PRESENTS,**

That Spaulding Partners, L.P., hereinafter called First Party, in consideration of One Dollar (\$1.00) in hand paid, and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged and confessed do hereby assign, transfer and set over unto ALBANY BANK AND TRUST COMPANY N.A., its successors and assigns (hereinafter called the Second Party), all the rents, earnings, income, issues and profits of and from the real estate and premises described in the Mortgage which are now due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or verbal, or any letting of, possession of, or any agreement for the use or occupancy of, any part of the real estate and premises, which said First Party may have heretofore made or agreed to, or may hereafter make or agree to, or which may be made or agreed to by the Second Party under the powers hereinafter granted to it; it being the intention hereof to hereby make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Second Party herein, all relating to the real estate and premises in the Mortgage. This Rider is incorporated into and shall be deemed to amend and supplement the Mortgage of even date given by the undersigned to secure Borrowers Note.

This instrument is given to secure payment of the principal sum and the interest of or upon a certain loan for One Million Two Hundred Sixty One Thousand One Hundred Twenty and 00/100 secured by Mortgage to ALBANY BANK AND TRUST COMPANY N.A. dated March 1, 2005, and recorded in the Recorder's Office of the above named County in the State of Illinois, conveying the real estate and premises hereinabove described, and this instrument shall remain in full force and effect until said loan and the interest thereon, and all other costs and charges which may have accrued or may hereafter accrue under said Mortgage, have been fully paid.

This Assignment shall not become operative until an Event of Default exists in the payment of principal or interest or in the performance of the terms and conditions contained in the Mortgage herein referred to and in the Note secured thereby, after giving effect to applicable notice and cure periods.

Without limitation of any of the legal rights of Second Party as the absolute assignee of the rents, issues, and profits of said real estate and premises above described, and by way of enumeration only, First Party hereby covenants and agrees that in the event of any default by the First Party under the said Mortgage above described, the First Party will, whether before or after the note or notes secured by said Mortgage is or are declared to be immediately due in accordance with the terms of said Mortgage, or whether before or after the institution of any legal proceedings to foreclose the lien of said Mortgage, or before or after any sale therein, forthwith, upon demand of Second Party, surrender to Second Party, and Second Party shall be entitled to take actual possession of the said real estate and premises hereinabove described, or of any part thereof, personally or by its agents or attorneys, as for condition broken, and in its discretion may, with or without force and with or without process of law, and without any action on the part of the Mortgagee secured by said Mortgage, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinabove described, together with all documents, books, records, papers, and accounts of First Party relating thereto, and may exclude the First Party, its agents, or servants, wholly therefrom, and may, in its own name, as assignee under this assignment, hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof, either personally or by its agents, and may, at the expense of the mortgaged property, from time to time, either by purchase, repair, or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said real estate and premises as to it may seem judicious, and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as to it may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage and may cancel any lease or sublease for any cause or on any ground which would entitle the First Party to cancel the same, and in every such case, the Second Party shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof, as it shall deem best, and the Second Party shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, and income of the same, and any part thereof, and, after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance and prior or proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Second Party and of its attorneys, agents, clerks, servants, and others employed by it, properly engaged and employed for services rendered in connection with the operation, management, and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Second Party against any liability, loss or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Second Party hereunder, other

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than any liability, loss or damage arising due to the gross negligence or willfull misconduct of the Second Party, the Second Party may apply any and all moneys arising as aforesaid:

1. To the payment of interest on the principal and overdue interest on the note or notes secured by said mortgage at the rate therein provided;
2. To the payment of the interest accrued and unpaid on the said note or notes;
3. To the payment of the principal of the said note or notes from time to time remaining outstanding and unpaid;
4. To the payment of any and all other charges secured by or created under the said mortgage above referred to; and,
5. To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in (1), (2), (3), and (4), to the First Party.

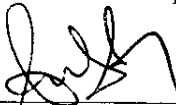
This instrument shall be assignable by Second Party and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

The failure of Second Party, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of any of the terms, provisions, and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of its, his or their rights under the terms hereof, but said Second Party, or its agents or attorneys, successors or assigns shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

The payment of the note and release of the Mortgage securing said note shall ipso facto operate as a release of this instrument.

SPAULDING PARTNERS L.P.

By: Spaulding Development Corporation
an Illinois corporation and its sole general partner

By:  _____ (SEAL)
George Ardelean

Its: President

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LEGAL DESCRIPTION RIDER ATTACHED HERETO AND MADE A PART OF

THE SOUTH 14 1/2 FEET OF LOT 1 AND ALL OF LOTS 2, 3, 4, 5 AND 6 IN BLOCK 15 (EXCEPT FROM SAID LOT 1 THAT PART TAKEN, USED OR OCCUPIED FOR STREET OR ALLEY) IN J. R. LANE'S RESUBDIVISION OF BLOCK 14 AND THE EAST HALF OF BLOCK 15 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

PIN: 13-35-415-025-0000, 13-35-415-026-0000, 13-35-415-027-0000, 13-35-415-028-0000, ✓

COMMONLY KNOWN AS: 1750 NORTH SPAULDING, CHICAGO, ILLINOIS ✓

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