



Doc#: 0514003079  
Eugene "Gene" Moore Fee: \$76.00  
Cook County Recorder of Deeds  
Date: 05/20/2005 12:08 PM Pg: 1 of 27

## JUNIOR MORTGAGE AND ASSIGNMENT OF RENTS

THIS JUNIOR MORTGAGE AND ASSIGNMENT OF RENTS ("Mortgage"), dated and effective as of the 21<sup>st</sup> day of April, 2005, by LASALLE TRUST, N.A., SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF HIGHLAND PARK, NOT PERSONALLY, BUT SOLELY AS TRUSTEE OF TRUST NO. 3949, PURSUANT TO A CERTAIN TRUST AGREEMENT, DATED OCTOBER 3, 1985, AND LASALLE TRUST, N.A., SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF HIGHLAND PARK, NOT PERSONALLY, BUT SOLELY AS TRUSTEE OF TRUST NO. 3814, PURSUANT TO A CERTAIN TRUST AGREEMENT, DATED DECEMBER 6, 1984, (hereinafter referred to as "Mortgagor"), in favor of THE PRIVATEBANK AND TRUST COMPANY with its principal place of business at Ten North Dearborn, Chicago, Illinois 60602 ("Mortgagee"), has reference to the following facts and circumstances:

A. Mortgagor and Mortgagee have entered into that certain Loan Agreement dated of even date herewith (together with the exhibits and schedules thereto and all extensions, renewals, amendments, substitutions and replacements thereto and thereof is herein referred to as the "Loan Agreement") pursuant to which Mortgagee has agreed to make extensions of credit evidenced by two Mortgage Notes, one in the original principal amount of \$6,100,000 and the second in the original principal amount of \$2,000,000, each payable in full not later than May 1, 2006.

B. As a condition to extending credit to Mortgagor under the Loan Agreement, Mortgagee has required, among other things, that Mortgagor grant to Mortgagee a lien on and security interest in the real and personal property of the Mortgagor described herein, subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the extension of credit made by Mortgagee, Mortgagor agrees with Mortgagee as follows:

### 1. DEFINITIONS AND TERMS

1.1 The following words, terms and/or phrases shall have the meanings set forth thereafter and such meanings shall be applicable to the singular and plural form thereof, giving

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effect to the numerical difference; whenever the context so requires, the use of "them" in reference to Mortgagor shall mean Mortgagor as identified at the beginning of this Mortgage:

A. "And/Or": one or the other or both, or any one or more or all, of the things or "Persons" (hereinafter defined) in connection with which the conjunction is used.

B. "Charges": all national, federal, state, county, city, municipal and/or other governmental (or any instrumentality, division, agency, body or department thereof) charges, impositions, levies, assessments and taxes (whether general, special or otherwise), water charges, sewer service charges, liens, claims or encumbrances upon and/or relating to the "Mortgaged Property" (hereinafter defined), "Mortgagor's Liabilities" (hereinafter defined), and/or "Mortgagor's Obligations" (hereinafter defined).

C. "Encumbrances": all liabilities, liens, claims, debts, exceptions, easements, restrictions, security interests, Charges and all other types of encumbrances, including this Mortgage.

D. "Equipment": all of Mortgagor's right, title and interest in all present and future apparatus, machinery, equipment, furniture, fixtures and articles of personal property of any and every kind and nature whatsoever used, attached to, installed or located in or on the "Premises" (hereinafter defined), or required for use in or on or in connection with the Premises or the management, maintenance, operation or business thereof and all replacements thereof, substitutions therefor and accessions thereto including, without limitation, any such item now or at any time or times hereafter situated on the Premises and used to supply or otherwise deliver heat, gas, air conditioning, water, light, electricity, power, plumbing, refrigeration, sprinkling, ventilation, mobility, communication, incineration, recreation, laundry service and all other related or other such services.

E. "Event of Default": the definition ascribed to this term in Paragraph 6.1 below.

F. "Leases": all present and future leases, agreements, tenancies, licenses and franchises of or from the Premises and/or the Equipment or in any way, manner or respect required, existing, used or useable in connection with the Premises and/or the Equipment or the management, maintenance, operation or business thereof, and all deposits of money as advance rent or for security under any or all of the Leases and all guaranties of lessee's performances thereunder.

G. "Mortgage Note":

1. the Note of even date herewith in the principal amount of SIX MILLION ONE HUNDRED THOUSAND DOLLARS (\$6,100,000), executed and delivered by JAVOMEX I, LLC, an Illinois Limited Liability company to Mortgagee, the terms of which are incorporated herein by reference and made a part hereof; and

2. the Note of even date herewith in the principal amount of TWO MILLION DOLLARS (\$2,000,000), executed and delivered by Liquid Packaging LLC, an Illinois Limited Liability company to Mortgagee, the terms of which are incorporated herein by reference and made a part hereof.

H. "Mortgaged Property": all of Mortgagor's right, title and interest in: (a) the Premises; (b) the "Rents" (hereinafter defined); (c) the Leases; (d) the Equipment (which shall be deemed to be a part of the Premises, whether physically attached thereto or not); (e) all

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present and future judgments, awards of damages and settlements made as a result or in lieu of any taking of the Premises, the Equipment and/or the Leases, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) thereto; (f) all present and future insurance policies in force or effect insuring the Premises, the Rents, the Leases or the Equipment; and (g) all proceeds of each and every of the foregoing.

I. "Mortgagor's Liabilities": (a) the payment of any and all monies including, without limitation, the payment, when due or declared due, of the principal sum thereof and interest thereon (including all additional interest set forth therein), now and/or hereafter owed or to become owing to Mortgagee under and/or pursuant to the terms and provisions of the Mortgage Note; (b) the payment of any and all other debts, claims, obligations, demands, monies, liabilities and/or indebtedness (of any and every kind or nature) now and/or hereafter owing, arising, due or payable from Mortgagor to Mortgagee under and/or pursuant to the terms and provisions of this Mortgage (including, without limitation, all advances made to protect and preserve the value of the Mortgaged Property and the priority of Mortgagee's lien thereon); and (c) the payment of any and all other obligations and liabilities of Mortgagor to Mortgagee including, without limitation, all debts, claims, obligations, demands, monies, liabilities and/or indebtedness (of any and every kind or nature) whether primary, secondary, direct, contingent, fixed or otherwise, now and/or from time to time hereafter owing, arising, due or payable, howsoever evidenced, created, incurred, acquired or owing, and however arising, whether under this Mortgage, the Mortgage Note, the Loan Documents (as defined in the Loan Agreement), or by oral agreement or operation of law or otherwise.

J. "Mortgagor's Obligations": the prompt, full and faithful performance, discharge, compliance and observance by Mortgagor of each and every term, condition, warranty, representation, agreement, undertaking, covenant and provision (other than Mortgagor's Liabilities) to be performed, discharged, observed or complied with by Mortgagor contained in this Mortgage, the Mortgage Note and the Loan Documents.

K. "Person": any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, federal, state, county, city, municipal or otherwise including, without limitation, any instrumentality, division, agency, body or department thereof).

L. "Premises": all of the following described real estate, and all of Mortgagor's estate, right, title and interest therein, situated, lying and being in Cook County, State of Illinois and legally described on Exhibit A attached hereto and made a part hereof, located at 165 West Lake Street, Northlake, Illinois and 11130 King Street, Franklin Park, Illinois, together with all of Mortgagor's right, title and interest in all buildings, improvements, tenements, easements, hereditaments and appurtenances now and/or at any time or times hereafter upon, belonging or otherwise appertaining to or situated on said real estate and all heretofore or hereafter acquired roads, alleys, streets and other public ways abutting said real estate, whether before or after vacation thereof.

M. "Rents": all present and future rents, issues, avails, profits and proceeds of or from the Premises, the Leases and/or the Equipment.

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2.1 To secure the payment to Mortgagee of the Mortgage Note, in the principal amount of SIX MILLION ONE HUNDRED THOUSAND DOLLARS (\$6,100,000) and in the principal amount of TWO MILLION DOLLARS (\$2,000,000) and the performance by Mortgagor of Mortgagor's Obligations, Mortgagor hereby does warrant, grant, give, bargain, confirm, assign, pledge, set over, transfer, sell, convey, remise, release and otherwise mortgage to Mortgagee, its successors and assigns, forever, the Mortgaged Property for the purposes and uses set forth in this Mortgage; provided, nevertheless, that if Mortgagor, its successors or assigns, shall satisfy, discharge and otherwise pay to Mortgagee, its successors or assigns, in full, Mortgagor's Liabilities and keep and perform all of Mortgagor's Obligations, then this Mortgage shall become null and void and shall be promptly released at Mortgagor's expense.

2.2 This Mortgage shall operate as and constitute a Security Agreement with respect to that portion of the Mortgaged Property constituting property or interests in property, whether real or personal, tangible or intangible, which are subject to the priority and perfection of security interest provisions of the Uniform Commercial Code or any similar and applicable law, statute, code or other governing body of law. Therefore, to secure the payment by Mortgagor of Mortgagor's Liabilities and the performance by Mortgagor of Mortgagor's Obligations, Mortgagor hereby grants to Mortgagee a security interest in the Mortgaged Property.

2.3 Mortgagor, within ten (10) days after request by Mortgagee therefor, will certify in writing to Mortgagee, or to any proposed assignee of this Mortgage, the amount of principal and interest then owing and unpaid under the Mortgage Note and/or the Loan Documents and whether Mortgagor has or asserts any offsets or defenses thereto.

## 3. COVENANTS, WARRANTIES AND REPRESENTATIONS

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

A. Mortgagor promptly will pay, or cause to be paid when due or declared due, Mortgagor's Liabilities and promptly, fully and faithfully will perform, discharge, observe and comply with each and every of Mortgagor's Obligations.

B. Mortgagor now has and hereafter shall maintain the standing, right, power and lawful authority to own the Mortgaged Property, to carry on the business of and operate the Mortgaged Property, to enter into, execute and deliver this Mortgage, the Mortgage Note and the Loan Documents to Mortgagee, to encumber the Mortgaged Property to Mortgagee as provided herein or in the Loan Documents and to perform all of Mortgagor's Obligations and to consummate all of the transactions described in or contemplated by this Mortgage, the Mortgage Note and the Loan Documents.

C. The execution, delivery and performance by Mortgagor of and under this Mortgage, the Mortgage Note and the Loan Documents does not and will not constitute a violation of any applicable law and does not and will not conflict with or result in a default or breach of or under or an acceleration of any obligation arising, existing or created by or under any agreement, instrument, document, mortgage, deed, trust deed, note, judgment, order, award, decree or other restriction to which Mortgagor or any of the Mortgaged Property is or hereafter shall become a party or by which Mortgagor or any of the Mortgaged Property is or hereafter shall become bound or any law or regulatory provision now or hereafter affecting Mortgagor or any of the Mortgaged Property.

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D. Mortgagor has duly filed or has caused to be filed and shall continue timely to file or cause to be filed all federal, state and other governmental tax and similar returns which Mortgagor is required by law to file. All taxes and other sums which are shown to be payable under such returns have been and shall be timely and fully paid and Mortgagor shall maintain adequate funds reserved in amount to pay fully all such liabilities which hereafter may accrue.

E. All of the Leases, if any, are and shall remain genuine, in all respects what they purport to be, free of set-offs, counterclaims or disputes and valid and enforceable in accordance with their terms. All parties to the Leases have and shall have the capacity to contract thereunder. Except for security deposits provided for under the Leases, and revealed by Mortgagor to Mortgagee in writing, no advance payments have been or shall be made thereunder.

F. There is no litigation, action, claim or proceeding pending or, to the best of Mortgagor's knowledge, threatened which might, in any way, manner or respect, materially and adversely affect the Mortgaged Property, the operation or the business thereof, Mortgagee's Encumbrances thereon, the collectibility of the obligations under the Mortgage Note and/or the Loan Documents, the ability of Mortgagor to repay the obligations under the Mortgage Note and/or the Loan Documents or the financial condition of the Mortgaged Property or the operation or business thereof.

G. The Mortgaged Property now consists of and is in the same condition as it was when Mortgagee last inspected it, ordinary wear and tear excepted, and it shall consist of and remain in such condition, subject to the provisions of Paragraph 4 hereof, until the payment, in full, of Mortgagor's Liabilities.

H. Mortgagor possesses and holds and shall maintain adequate properties, interests in properties, leases, licenses, franchises, rights and governmental and other permits, certificates, consents and approvals to conduct and operate the business of Mortgagor. None of the foregoing contain or shall contain any term or condition that is materially burdensome to said business or materially adversely different than those of the foregoing customarily possessed or held by other parties conducting or operating a similar business.

I. The location, existence and use of the Premises and the Equipment are and shall remain in material compliance with all applicable laws, rules, ordinances and regulations including, without limitation, building and zoning laws, and all covenants and restrictions of record.

J. Mortgagor has received and shall remain in possession of all necessary governmental and municipal approvals for construction of improvements on the Premises.

K. Mortgagor is and shall remain in peaceful possession of and will forever warrant and defend title to the Mortgaged Property from and against any and all claims thereon or thereto of any and all parties.

L. Mortgagor will save and hold Mortgagee harmless of and from any and all damage, loss, cost and expense including, without limitation, reasonable attorneys' fees, costs and expenses, incurred by reason of or arising from or on account of or in connection with any suit or proceeding, threatened, filed and/or pending, in or to which Mortgagee is or may become or may have to become a party by reason of or arising from or on account of or in connection with Mortgagor's Liabilities, Mortgagor's Obligations, this Mortgage, the Mortgage Note or the Loan Documents.

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M. There does not exist and hereafter there shall not arise any default or breach of or under any agreement, instrument or document for borrowed money by which Mortgagor or the Mortgaged Property is bound or obligated.

N. All financial and operating statements submitted to Mortgagee in connection with this loan secured hereby are true and correct in all respects, and fairly present the respective financial conditions of the subjects thereof and the results of their operations as of the respective dates shown thereon. No materially adverse changes have occurred in the financial conditions and operations reflected therein since their respective dates.

3.2 Mortgagor covenants with and warrants and represents to Mortgagee that Mortgagor is lawfully seized, possessed and the owner of and has good and indefeasible, marketable fee simple title to the Mortgaged Property, free and clear of all encumbrances except the Encumbrance of this Mortgage and those encumbrances set forth on Exhibit "B" attached hereto ("Permitted Encumbrances").

A. Mortgagor will not change the use or character of or abandon the Mortgaged Property and at all times hereafter shall keep the Mortgaged Property in the same condition and repair existing as of the date hereof and will not commit or suffer waste and will make all necessary repairs, replacements and renewals (including the replacement of any items of the Equipment), to the Mortgaged Property so that the value and operating efficiency thereof shall at all times not be diminished; shall not remove any fixture or demolish any building or improvement located in or on the Premises except as permitted by the terms of the Loan Agreement. Mortgagor shall pay for and complete, within a reasonable time, any building or improvement at any time in the process of erection upon the Premises, shall refrain from impairing or diminishing the value of the Mortgaged Property and shall make no material alterations to the Mortgaged Property which in the reasonable opinion of Mortgagee diminishes its value, and promptly shall repair, restore or rebuild any building or improvement now or hereafter on the Premises which may become damaged or destroyed, provided sufficient insurance proceeds are made available to Mortgagor to accomplish such repair, restoration or rebuilding. Mortgagor shall comply in all material respects with all requirements of law and all municipal ordinances governing the Mortgaged Property and the use thereof. Mortgagor shall permit Mortgagee, and its agents, upon reasonable prior notice, access to and to inspect the Mortgaged Property at all reasonable times.

B. Mortgagor shall pay and discharge, as and when due and payable, before any penalty attaches, all Charges that may be at any time levied, assessed or imposed upon or against the Mortgaged Property, or any part thereof, and shall deliver to Mortgagee upon request duplicate receipts evidencing payment thereof before delinquency. To prevent default hereunder, Mortgagor may pay in full, under protest, and in the manner provided by statute, any Charge which Mortgagor may desire to contest.

C. Mortgagor shall keep the Mortgaged Property free and clear of all Encumbrances (including, without limitation, mechanic's liens and other similar liens or claims for liens) of any and every kind and nature except Permitted Encumbrances, and, shall promptly pay or cause to be paid, or insured or bonded over, as and when due and payable or when declared due and payable, any indebtedness which may become or be secured by such an Encumbrance and, immediately upon request by Mortgagee, shall deliver to Mortgagee evidence satisfactory to Mortgagee of the payment and discharge thereof.

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D. Mortgagor shall not, at any time or times hereafter, pledge, hypothecate or otherwise encumber all or any portion of the Mortgaged Property or Mortgagor's interest therein, unless such interest is subordinate to the lien of this Mortgage.

E. Without the prior written consent of Mortgagee, Mortgagor shall not sell or otherwise transfer all or any portion of the Mortgaged Property or Mortgagor's interest therein, except as permitted by the Loan Agreement. Mortgagee, in its sole discretion, may deliver or withhold such consent based upon Mortgagee's determination, to its sole satisfaction, of the credit worthiness and ability of the proposed assignee, transferee or purchaser to satisfy, perform and discharge Mortgagor's Liabilities in a proper and timely fashion and manner. Mortgagee, in its sole discretion, may condition the delivery of its consent upon Mortgagor agreeing to provide for such additional terms and conditions in the Mortgage Note, Mortgage or Loan Documents as may be reasonably acceptable to Mortgagee.

F. All present and future items of fixtures, equipment, furnishings or other tangible personal property (whether or not constituting a part of the Mortgaged Property) owned by Mortgagor and related or necessary to or used or useable in connection with any present or future building or improvement on the Premises, or the operation or business thereof, are and will be owned free and clear of all Encumbrances except Permitted Encumbrances and Mortgagor will not acquire any such property subject to any Encumbrance except Permitted Encumbrances. Within five (5) days after request by Mortgagee, Mortgagor will execute and deliver to Mortgagee an additional security agreement and financing statement, in form and substance acceptable to Mortgagee, covering all such future property.

3.3 If Mortgagor, fifteen (15) days after written demand of same from Mortgagee, shall neglect or refuse to keep the Mortgaged Property in the condition and repair required hereunder or to replace or maintain the same as herein agreed, to pay the premiums for the insurance which is required to be maintained hereunder, to pay and discharge all Encumbrances as herein agreed or otherwise defaults in the performance of Mortgagor's Obligations, Mortgagee, at its sole election, may cause such repairs or replacements to be made, obtain such insurance, pay such Encumbrances or perform such Obligations. Any amounts paid by Mortgagee in taking such action (together with interest thereon at the Default Interest Rate (as defined in the Loan Agreement) from the date of Mortgagee's payment thereof until repaid by Mortgagor to Mortgagee), shall be due and payable by Mortgagor to Mortgagee upon demand, and, until paid, shall constitute a part of Mortgagor's Liabilities secured by this Mortgage. Notwithstanding the foregoing, such advances by Mortgagee shall not be deemed to relieve Mortgagor from any Event of Default hereunder or impair any right or remedy consequent thereon. The exercise of the right to take such action shall be optional with Mortgagee and not obligatory upon Mortgagee and Mortgagee shall not in any case be liable to Mortgagor for failure or refusal to exercise any such right. In making any payments pursuant to the exercise of any such right, Mortgagee may rely upon any bills delivered to it by Mortgagor or any such payee and shall not be liable for any failure to make payments in any amounts other than as set forth in any such bills.

## 4. TAXES, INSURANCE AND CONDEMNATION

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4.1 Mortgagor agrees to pay all taxes and assessments levied against the Mortgaged Property prior to the same becoming delinquent. Upon request from Mortgagee, Mortgagor shall deliver evidence of payment of said taxes and assessments to Mortgagee.

4.2 A. Mortgagor, at all times, shall keep and maintain the Mortgaged Property and the Equipment fully insured (without co-insurance) against loss or damage by, or resulting from fire and such other hazards, casualties and contingencies as customarily insured against in the locale of the Premises, including but not limited to:

- (1) Insurance against loss by fire and risks covered by the so-called extended coverage endorsement in amounts equal to the full replacement value of the Premises but not less than the amount of the Mortgage Note;
- (2) Public liability insurance against bodily injury, death and property damage in the amount of not less than \$1,000,000 with respect to each person and to a limit of no less than \$2,000,000 with respect to any one occurrence causing injury or damage, and to a limit of not less than \$500,000 in respect to property damage;
- (3) Steam boiler, machinery and other insurance of the types and in amounts as Mortgagee may require, if applicable;
- (4) Flood insurance if required by the Flood Disaster Protection Act of 1973 as a condition of receipt of federal or federally related financial assistance for acquisition and/or construction of buildings in amounts required by such Act.

B. All policies of insurance herein required shall be in forms, companies and amounts reasonably satisfactory to Mortgagee. Proof of property coverage must be written on an Acord 27-Evidence of Property Insurance form. Proof of liability coverage must be written on Acord 25-S or its equivalent. Mortgagor must be named insured. All property coverage policies must show The PrivateBank and Trust Company as First Mortgagee, Loss Payee and Additional Insured and as Additional Insured for all general liability coverage. The policy must contain a standard mortgagee clause in favor of:

The PrivateBank and Trust Company  
its successors and assigns  
10 North Dearborn Street  
Chicago, IL 60602  
Attn: Loan Operations

The property address must be identified as the Premises described herein. Unless otherwise specified by Mortgagee, the insuring company must meet the following basic requirements: (a) it must have minimum rating according to AM Best's Key Rating Guide for Property - Liability of A, Financial Rating VIII; (b) it must be a stock company or non-assessable mutual company and incorporated in America, Canada or Britain; (c) it must be licensed to do business in Illinois; (d) it may not have more than 10% of the policyholder's surplus on any one risk; and (e) it must have all policies and endorsements manually signed by an authorized representative. Property coverage must be on an "all-risk" (Special Perils), 100% replacement cost basis without deduction for foundations and footings. Ordinance or law coverage providing for demolition and increased cost of construction must be provided and indicated on the certificate. Co-insurance requirements, if any, must be met or an agreed amount



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endorsement attached. The maximum deductible allowable in the policy will be \$25,000. All policies must contain a provision to the effect that any waiver of subrogation rights by the insured does not void the coverage and must contain any other special endorsements as may be required by the terms of any leases assigned as security. Upon request, the Mortgagor will deliver all policies, including additional and renewal policies to Mortgagee. All insurance policies shall be prepaid for one year. In case of insurance policies about to expire, Mortgagor will deliver renewal policies not less than thirty (30) days prior to the respective dates of expiration. All policies shall provide that such insurance shall not be cancelled, modified or terminated without thirty (30) days' prior written notice to Mortgagee.

C. Mortgagor will deliver and deposit with Mortgagee receipts for the payment of the premiums on all policies and renewals thereof. In the event of foreclosure of this Mortgage or assignment hereof by Mortgagee or transfer of title to the Mortgaged Property in extinguishment of Mortgagor's Liabilities, all right, title and interest of Mortgagor in and to any policies then in force shall pass to the purchaser, grantee or assignee.

- D. Full power is hereby conferred on Mortgagee:
- (1) to settle and compromise all claims in excess of \$250,000 in any single instance under all policies;
  - (2) to demand, receive and receipt for all monies in excess of \$250,000 in any single instance becoming due and/or payable under all policies;
  - (3) to execute, in the name of Mortgagor or in the name of Mortgagee, any proofs of loss, notices or other instruments in connection with all claims in excess of \$250,000 under all policies; and
  - (4) to assign all policies to any holder of Mortgagor's Liabilities or to the grantee of the Mortgaged Property in the event of the foreclosure of this Mortgage or other transfer of title to the Mortgaged Property.

E. In the event of payment under any of the policies in excess of \$250,000 in any single instance, the proceeds of the policies shall be paid by the insurer to Mortgagee and Mortgagee, in its sole and absolute discretion, may:

- (1) apply such proceeds, wholly or partially, after deducting all costs of collection, including reasonable attorneys' fees, either:
  - (a) toward the alteration, reconstruction, repair or restoration of the Mortgaged Property or any portion thereof; or
  - (b) as a payment on account of Mortgagor's Liabilities (without affecting the amount or time of subsequent payments required to be made by Mortgagor to Mortgagee under the Mortgage Note or the Loan Documents), whether or not then due or payable;
- (2) deliver the same to Mortgagor.

4.3 A. All awards in excess of \$250,000 in any single instance now or hereafter made by any public or quasi-public authority to or for the benefit of Mortgagor in any way, manner or respect affecting, arising from or relating to the Mortgaged Property, or any portion thereof,

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by virtue of an exercise of the right of eminent domain by such authority (including, without limitation, any award for taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the Mortgaged Property) hereby are assigned to Mortgagee as additional security for the payment of Mortgagor's Liabilities (and for such purpose, Mortgagor hereby grants to Mortgagee a security interest therein).

B. Mortgagee shall and hereby is authorized, directed and empowered to collect and receive the proceeds of any such awards in excess of \$250,000 in any single instance from the authorities making the same and to give proper receipts therefor (in Mortgagor's name, in Mortgagee's name or in both names), and may, in its sole and absolute discretion, use such proceeds for any one or more of the following purposes:

- (1) apply the same, or any part thereof, to Mortgagor's Liabilities, whether or not then matured and without affecting the amount or time of subsequent payments required to be made by Mortgagor to Mortgagee under the Mortgage Note or the Loan Documents;
- (2) use the same, or any part thereof, to satisfy, perform or discharge any of Mortgagor's Obligations;
- (3) use the same, or any part thereof, to replace, repair or restore any or all of the Mortgaged Property to a condition satisfactory to Mortgagee; or
- (4) release the same to Mortgagor.

C. Mortgagor, immediately upon request by Mortgagee, shall make, execute and deliver and/or cause to be made, executed and delivered to and/or for the benefit of Mortgagee any and all assignments and other instruments sufficient to assign, and cause the payment directly to Mortgagee of, all such awards in excess of \$250,000 in any single instance, free and clear of all Encumbrances except Permitted Encumbrances. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Mortgaged Property by any public or quasi-public authority or corporation, Mortgagor shall continue to pay all of Mortgagor's Liabilities, as and when due and payable, until any such award or payment shall have been actually received by Mortgagee, and any reduction in Mortgagor's Liabilities resulting from the application by Mortgagee of such award or payment as herein set forth shall be deemed to take effect only on the date of such receipt. If, prior to the receipt by Mortgagee of such award or payment, the Mortgaged Property shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive such award or payment to the extent permitted by applicable law and to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the reasonable attorneys' fees, costs, expenses and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

## 5. LEASES AND RENTS

5.1 So long as there shall not have occurred and be continuing an Event of Default under this Mortgage, or any event which, with notice or lapse of time or both would become an Event of Default under this Mortgage, Mortgagor shall have the right to collect all of the Rents arising from the Leases, if any, or renewals thereof, and shall hold the same, in trust, to be applied first to the payment of all Charges upon the Mortgaged Property, second to the cost of

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the maintenance of insurance policies upon the Mortgaged Property required hereby, third to the maintenance and repairs required hereby and last to the payment of Mortgagor's Liabilities, before using any part of the Rents for any other purposes.

5.2 At all times during the continuance of an Event of Default, Mortgagee or any of Mortgagee's agents shall have the right to verify the validity, amount or any other matter relating to any or all of the Leases, by mail, telephone, telegraph or otherwise, in the name of Mortgagor, Mortgagee, a nominee of Mortgagee or in any or all of said names.

5.3 Unless Mortgagee notifies Mortgagor thereof in writing that it dispenses with any one or more of the following requirements, Mortgagor shall: (a) promptly upon Mortgagor's receipt or learning thereof, inform Mortgagee, in writing, of any assertion of any material claims, off-sets or counter-claims by any of the obligors of the Leases; (b) not permit or agree to any material extension, compromise or settlement or make any material adverse change or modification of any kind or nature of or with respect to the Leases or the terms thereof; and (c) promptly upon Mortgagor's receipt or learning thereof, furnish to and inform Mortgagee of all material adverse information relating to or affecting the financial condition of any obligor of the Leases.

5.4 Within fifteen (15) days after demand in writing therefor by Mortgagee, Mortgagor shall deliver to Mortgagee, in form and substance acceptable to Mortgagee, a detailed certified rent roll of all the Leases and such other matters and information relating thereto as Mortgagee may reasonably request.

5.5 Upon the occurrence of a continuing Event of Default under this Mortgage other than failure to pay any amount whether interest or principal or both, and upon fifteen (15) days' written notice:

A. Immediately thereafter upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee the originals of the Leases, with appropriate endorsement and/or other specific evidence of assignment thereto to Mortgagee, which endorsement and/or assignment shall be in form and substance acceptable to Mortgagee.

B. Mortgagee, then or at any time or times thereafter during the continuance of such Event of Default, at its sole election, without further notice thereof to Mortgagor, may notify any or all of the obligors of the Leases that the Leases have been assigned to Mortgagee and Mortgagee (in its name, in the name of Mortgagor or in both names) may direct said obligors thereafter to make all payments due from them under the Leases directly to Mortgagee.

C. Mortgagor, immediately upon demand by Mortgagee, irrevocably, shall direct all obligors of the Leases then and thereafter to make all payments then and thereafter due from them under the Leases directly to Mortgagee.

D. Mortgagee shall have the right at any time or times thereafter during the continuance of such Event of Default, at its sole election, without further notice thereof to Mortgagor, to enforce the terms of the Leases and obtain payment of and collect the Rents, by legal proceedings or otherwise, in the name of Mortgagor, Mortgagee or in both names.

E. Mortgagor, irrevocably, hereby designates, makes, constitutes and appoints Mortgagee (and all Persons designated by Mortgagee) as Mortgagor's true and lawful attorney and agent-in-fact, with power, without further notice to Mortgagor and at such time or times

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thereafter during the continuance of such Event of Default as Mortgagee, at its sole election, may determine, in the name of Mortgagor, Mortgagee or in both names: (i) to demand payment of the Rents and performance of the Leases; (ii) to enforce payment of the Rents and performance of the Leases, by legal proceedings or otherwise; (iii) to exercise any or all of Mortgagor's rights, interests and remedies in and under the Leases and to collect the Rents; (iv) to settle, adjust, compromise, extend or renew the Leases and/or the Rents; (v) to settle, adjust or compromise any legal proceeding brought to collect the Rents or obtain performance of the Leases; (vi) to take control, in any manner, of the Rents; (vii) to prepare, file and sign Mortgagor's name on any Proof of Claim in bankruptcy, or similar document in a similar proceeding, against any obligor of the Leases; (viii) to endorse the name of Mortgagor upon any payments or proceeds of the Rents and to deposit the same to the account of Mortgagee; and (ix) to do all acts and things necessary, in Mortgagee's reasonable discretion, to carry out any or all of the foregoing.

F. All of the foregoing payments and proceeds received by Mortgagee shall be utilized by Mortgagee, at its sole election and in its sole discretion, for any one or more of the following purposes: (i) to be held by Mortgagee as additional collateral for the payment of Mortgagor's Liabilities, (ii) to be applied to Mortgagor's Liabilities, in such manner and fashion and to such portions thereof as Mortgagee, at its sole election, shall determine; (iii) to be applied to such obligations of Mortgagor or the Mortgaged Property or the operation or business thereof as Mortgagee, at its sole election, shall determine appropriate or warranted under the then existing circumstances; or (iv) to be remitted to Mortgagor.

## 6. DEFAULT

6.1 The occurrence of an Event of Default under the Loan Agreement shall constitute an "Event of Default" under this Mortgage.

6.2 Upon the occurrence of an Event of Default after fifteen (15) days' written notice by Mortgagee to Mortgagor of demand on Mortgagor to cure the Event of Default, which Event of Default is not cured, all of Mortgagor's Liabilities shall become immediately due and payable, and Mortgagee, in its sole election, and without further demand, may do any one or more of the following:

A. Collect Mortgagor's Liabilities at once by foreclosure or otherwise, without notice of broken covenant or condition (and in case of such Event of Default and the exercise of such option, Mortgagor's Liabilities shall bear interest, from the date of such Event of Default, at the rate provided in Paragraph 3.3 hereof).

B. With process of law, enter upon and take immediate possession of the Mortgaged Property, expel and remove any Persons, goods or chattels occupying or upon the same, receive all Rents, and issue receipts therefor, manage, control and operate the Mortgaged Property in conformance with applicable statutes as fully as Mortgagor might do if in possession thereof including, without limitation, the making of all repairs and replacements deemed reasonably necessary by Mortgagee and the leasing of the same, or any part thereof, from time to time and, after deducting all reasonable attorneys' fees and all costs and expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged Property, apply the remaining net income, if any, to Mortgagor's Liabilities or upon any deficiency decree entered in any foreclosure proceeding. At the option of Mortgagee, such entry and taking of possession shall be accomplished either by actual entry and possession or

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by written notice served personally upon or sent by registered mail to Mortgagor at the address of Mortgagor last appearing on the records of Mortgagee.

C. File one or more suits at law or in equity for the foreclosure of this Mortgage or to collect Mortgagor's Liabilities. In the event of the commencement of any such suit by Mortgagee, Mortgagee shall have the right, either before or after sale, without notice and without requiring bond (notice and bond being hereby waived), without regard to the solvency or insolvency of Mortgagor at the time of application and without regard to the then value of the Mortgaged Property or whether the same is then occupied, to make application for and obtain the appointment of a receiver for the Mortgaged Property. Such receiver shall have the power to collect the Rents during the pendency of such suit and, in case of a sale and a deficiency, during the full statutory period of redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect the Rents, and shall have all other powers which may be necessary or usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property. The court before which such suit is pending may from time to time authorize the receiver to apply the net income in his hands in payment, in whole or in part, of Mortgagor's Liabilities. In case of a sale pursuant to foreclosure, the Premises may be sold as one parcel.

D. In the event of the commencement of any suit by Mortgagee to foreclose this Mortgage, Mortgagee shall have the right to apply to the court in which such proceedings are pending for entry of an order placing Mortgagee in possession of the Mortgaged Property. In the event an order is entered placing Mortgagee in possession of the Mortgaged Property, Mortgagee may thereupon enter upon and take immediate possession of the Mortgaged Property, expel and remove all Persons, goods or chattels occupying or upon the same, receive all Rents, and issue receipts therefor, manage, control and operate the Mortgaged Property including, without limitation, make all repairs and replacements deemed necessary by Mortgagee and lease the same, or any part thereof, from time to time, and, after deducting all reasonable attorneys' fees and all costs and expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged Property, apply the remaining net income, if any, to Mortgagor's Liabilities or upon any deficiency decree entered in such foreclosure proceedings. At the option of Mortgagee, such entry and taking of possession shall be accomplished either by actual entry and possession or by written notice of entry of the order placing Mortgagee in possession served personally upon or sent by registered mail to Mortgagor at the address of Mortgagor last appearing on the records of Mortgagee. If Mortgagor shall remain in physical possession of the Mortgaged Property after entry of an order placing Mortgagee in possession, Mortgagor's possession shall be as a tenant at sufferance of Mortgagee, and Mortgagor agrees to pay to Mortgagee, or to any other Person authorized by Mortgagee, after entry of such order, a reasonable monthly rental for the Mortgaged Property, or the part thereof so occupied by Mortgagor, to be applied as provided above in the first sentence of Subparagraph B and to be paid in advance on the first day of each calendar month, and, in default of so doing, Mortgagor may be dispossessed by the usual summary proceedings. In the event Mortgagor shall so remain in possession of all or any part of the Mortgaged Property, said reasonable monthly rental shall be in amounts established by Mortgagee in its sole discretion.

6.3 Upon the occurrence of an Event of Default under this Mortgage, there will be added to and included as part of Mortgagor's Liabilities (and allowed in any decree for sale of the Mortgaged Property or in any judgment rendered upon this Mortgage, the Mortgage Note and/or the Loan Documents) the following: all of the costs and expenses of taking possession of the Mortgaged Property and of the holding, using, leasing, maintaining, repairing, improving and selling the same including, without limitation, the costs, charges, expenses and attorneys'

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fees specified in Paragraph 6.4 below; receivers' fees; any and all expenditures which may be paid or incurred by or on behalf of Mortgagee for appraisers' fees, documentary and expert evidence, stenographers' charges, publication costs, fees and expenses for examination of title, title searches, guaranty policies, Torrens certificates and similar data and assurances with respect to the title of the Mortgaged Property; all prepayment or like premiums, if any, provided for in the Mortgage Note and/or the Loan Documents; and all other fees, costs and expenses which Mortgagee deems reasonably necessary to prosecute any remedy it has under this Mortgage, or to inform bidders at any sale which may be had pursuant to its rights hereunder, of the true condition of title or of the value of the Mortgaged Property. All such costs, charges, expenses, prepayment or like premiums, fees and other expenditures shall be a part of Mortgagor's Liabilities, secured by this Mortgage, payable on demand and shall bear interest at the rate specified in Paragraph 3.3 hereof from the date of Mortgagee's payment thereof until repaid to Mortgagee.

6.4 If foreclosure proceedings are instituted upon this Mortgage, or if Mortgagee shall be a party to, shall intervene, or file any petition, answer, motion or other pleading in any suit or proceeding relating to this Mortgage, the Mortgage Note, the Loan Documents or Mortgagor's Liabilities, or if Mortgagee shall incur or pay any expenses, costs, charges or attorneys' fees by reason of the employment of counsel for advice with respect to this Mortgage, the Mortgage Note, the Loan Documents or Mortgagor's Liabilities, and whether in court proceedings or otherwise, such expenses and all of Mortgagee's reasonable attorneys' fees shall be part of Mortgagor's Liabilities, secured by this Mortgage, payable on demand and shall bear interest at the rate specified in Paragraph 3.3 hereof from the date of Mortgagee's payment thereof until repaid to Mortgagee.

6.5 The proceeds of any foreclosure sale of the Mortgaged Property shall be applied and distributed, first, on account of the fees, charges, costs and expenses described in Paragraph 6.3 above, second, to the balance of Mortgagor's Liabilities, and third, the surplus if any, pursuant to court order.

6.6 To the extent permitted by law, in the event of the commencement of judicial proceedings to foreclose this Mortgage, Mortgagor, on behalf of itself, its successors and assigns, and each and every person it may legally bind acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage: (a) does hereby expressly waive any and all rights of appraisal, valuation, stay extension and redemption under any order, judgment or decree of foreclosure of this Mortgage, it being Mortgagor's intention to expressly waive any and all rights of redemption under any order, judgment or decree of foreclosure of this Mortgage, on behalf of Mortgagor, and each and every person acquiring any interest in or title to the Mortgaged Premises subsequent to the date of this Mortgage; and (b) does hereby agree that when sale is had under any order, judgment or decree of foreclosure of this Mortgage, upon confirmation of such sale, the sheriff, the master in chancery or other officer making such sale, or his successor in office, shall be and is authorized immediately to execute and deliver to any purchaser at such sale a deed conveying the Mortgaged Property, showing the amount paid therefor, or if purchased by the Person in whose favor the order, judgment or decree is entered, the amount of his bid therefor.

6.7 Mortgagee shall have the right from time to time to sue for any sums, whether interest, principal or any other sums required to be paid by or for the account of Mortgagor under the terms of this Mortgage, the Mortgage Note or the Loan Documents, as the same become due under the Mortgage Note, this Mortgage or the Loan Documents, or for any other of Mortgagor's Liabilities which shall become due, and without prejudice to the right of

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Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced.

6.8 No right or remedy of Mortgagee hereunder is exclusive of any other right or remedy hereunder or now or hereafter existing at law or in equity, but is cumulative and in addition thereto and Mortgagee may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting or affecting or impairing the security or any right or remedy afforded by this Mortgage. No delay in exercising, or omission to exercise, any such right or remedy will impair any such right or remedy or will be construed to be a waiver of any Event of Default by Mortgagor hereunder, or acquiescence therein, nor will it affect any subsequent Event of Default hereunder by Mortgagor of the same or different nature. Every such right or remedy may be exercised independently or concurrently, and when and so often as may be deemed expedient by Mortgagee. No terms or conditions contained in this Mortgage, the Mortgage Note or the Loan Documents may be waived, altered or changed except as evidenced in writing signed by Mortgagor and Mortgagee.

6.9 Mortgagee shall release this Mortgage by proper instrument upon payment and discharge of all of Mortgagor's Liabilities, including all prepayment or like premiums, if any, provided for in the Mortgage Note or the Loan Documents and payment of all costs, expenses and fees, including reasonable attorneys' fees, incurred by Mortgagee for the preparation, execution and/or recording of such release.

6.10 Upon occurrence of an Event of Default and acceleration of the maturity of Mortgagor's Liabilities as provided herein, a tender of payment thereof by Mortgagor, or any other Person, or a payment thereof received upon or on account of a foreclosure of this Mortgage or Mortgagee's exercise of any of its other rights or remedies under this Mortgage, the Mortgage Note, the Loan Documents or under any applicable law or in equity shall be deemed to be a voluntary prepayment made by Mortgagor of Mortgagor's Liabilities and, therefore, such payment must, to the extent permitted by law, include the premiums and other payments required under the prepayment privilege, if any, contained in the Mortgage Note or the Loan Documents.

6.11 A. Any agreements between Mortgagor and Mortgagee are expressly limited so that, in no event whatsoever, whether by reason of disbursement of the proceeds of the loans secured hereby or otherwise, shall the amount paid or agreed to be paid to Mortgagee for the use, detention or forbearance of the loan proceeds to be disbursed exceed the highest lawful contract rate permissible under any law which a court of competent jurisdiction may deem applicable thereto.

B. If fulfillment of any provision herein, in the Mortgage Note or in the Loan Documents, at the time performance of such provision becomes due, involves exceeding such highest lawful contract rate, then ipso facto, the obligation to fulfill the same shall be reduced to such highest lawful contract rate. If by any circumstance Mortgagee shall ever receive as interest an amount which would exceed such highest lawful contract rate, the amount which may be deemed excessive interest shall be applied to the principal of Mortgagor's Liabilities and not to interest.

C. Notwithstanding the Mortgage Note, the terms and provisions of this Paragraph shall control all other terms and provisions contained herein, in the Mortgage Note or in the Loan Documents.

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6.12 Any failure of Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage, the Loan Documents or the Mortgage Note shall not be deemed to be a waiver of any of the terms and provisions thereof, and Mortgagee, notwithstanding any such failure, shall have the right at any time or times thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions thereof to be performed by Mortgagor. Neither Mortgagor, nor any other Persons now or hereafter obligated for the payment of the whole or any part of Mortgagor's Liabilities, shall be relieved of such obligation by reason of the sale, conveyance or other transfer of the Mortgaged Property or the failure of Mortgagee to comply with any request of Mortgagor, or of any other Person, to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage, the Loan Documents or the Mortgage Note, or by reason of the release, regardless of consideration, of the whole or any part of the security held for Mortgagor's Liabilities, or by reason of any agreement or stipulation between any subsequent owner or owners of the Mortgaged Property and Mortgagee extending the time of payment of Mortgagor's Liabilities or modifying the terms of the Mortgage Note, the Loan Documents or this Mortgage without first having obtained the consent of Mortgagor or such other Person, and, in the latter event, Mortgagor, and all such other Persons, shall continue liable on account of Mortgagor's Liabilities and continue to make such payments according to the terms of any such agreement, extension or modification unless expressly released and discharged in writing by Mortgagee. Mortgagee, without notice, may release, regardless of consideration, any part of the security held for Mortgagor's Liabilities, without, as to the remainder of the security therefor, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien. Mortgagee may resort for the payment of Mortgagor's Liabilities to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

## 7. ENVIRONMENTAL MATTERS

7.1 Definitions. For purposes of this Mortgage, "Hazardous Material" means: (i) "hazardous substances", as defined by the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq.; the Illinois Environmental Protection Act ("Illinois Environmental Act"), III. Rev. Stat. ch. 111-1/2, §1001 et seq.; (ii) "hazardous wastes", as defined by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6902 et seq.; (iii) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended or hereafter amended; (iv) more than 100 gallons of crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute); (v) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. §2011 et seq., as amended or hereafter amended; and (vi) asbestos in any form or condition.

7.2 Representations. Mortgagor hereby represents to Mortgagee that to the best of Mortgagor's knowledge and belief as of the date of this Mortgage:

A. Compliance. The Premises (which includes underlying groundwater and areas leased to tenants, if any), and the use and operation thereof, have been and are currently in material compliance with all applicable laws, ordinances, requirement and regulations (including consent decrees and administrative orders) relating to public health and safety and



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protection of the environment, including those statutes, laws, regulations, and ordinances identified in subparagraph A above, all as amended and modified from time-to-time (collectively, "Environmental Laws"). All required governmental permits and licenses are in effect, and Mortgagor is in material compliance therewith.

B. Absence of Hazardous Material. [Mortgagor (i) will require the tenant of its Sangamon Property to enter into a lease providing that such tenant will not generate, manufacture, store, treat, transport or dispose of Hazardous Material on or from the Sangamon Property, except in connection with the operation of tenant's business, and in material compliance with Environmental Laws ("Permitted Material"). Mortgagor and its subsidiaries will not generate, manufacture, store, treat, transport or dispose of Hazardous Material on or from the Northlake Property and the Franklin Park Property, except Permitted Materials. No environmental or public health or safety hazards known to Mortgagor currently exist with respect to the premises or the business or operations conducted thereon. No underground storage tanks (including petroleum storage tanks) known to Mortgagor are present on or under the premises except as has been disclosed in writing to and approved by Mortgagee ("Permitted Tanks").] [TO BE REVISED AS RELEVANT FOR EACH MORTGAGE]

C. Proceedings and Actions. With regard to the Premises, there have been no past, and there are no pending or threatened: (i) actions or proceedings by any governmental agency or any other entity regarding public health risks or the environmental condition of the Premises, or the disposal or presence of Hazardous Material, or regarding any Environmental Laws; or (ii) liens or governmental actions, notices of violations, notices of noncompliance or other proceedings of any kind that could impair the value of the Premises, or the priority of the Mortgage lien or of any of the Other Agreements.

7.3 Mortgagor's Covenants. Mortgagor hereby covenants with Mortgagee as follows:

A. Compliance. [Mortgagor will require the tenant of the Sangamon Property and will cause the tenants of the Northlake Property and the Franklin Park Property to remain in compliance with all Environmental Laws. Mortgagor will require its tenants to maintain governmental permits and licenses in effect. Mortgagor will require the tenant of the Sangamon Property and will cause the tenants of the Northlake Property and the Franklin Park Property to handle, generate, and dispose of all Hazardous Material on the relevant Premises in a lawful manner. Mortgagor will satisfy all requirements of applicable Environmental Laws for the maintenance and removal of all underground storage tanks on the Premises if any.] [TO BE REVISED AS RELEVANT FOR EACH MORTGAGE]

B. Absence of Hazardous Material. Other than Permitted Material, no Hazardous Material shall be introduced to or handled on the Premises without twenty-one (21) days' prior written notice to Mortgagee.

C. Proceedings and Actions. Mortgagor shall immediately notify Mortgagee and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the compliance by the Premises with Environmental Laws. Mortgagor shall promptly cure and have dismissed with prejudice any such actions and proceedings to the satisfaction of Mortgagee. Mortgagor shall keep the Premises free of any lien imposed pursuant to any Environmental Laws.

D. Environmental Audit. Mortgagor shall provide such information and certifications which Lender may reasonably request from time to time to insure Mortgagor's

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compliance with this paragraph 7. To investigate Mortgagor compliance with Environmental Laws and with this Paragraph, Mortgagee shall have the right, but no obligation, at any time to enter upon the Premises with reasonable prior notice to Mortgagor, take samples, review Mortgagor's books and records, interview Mortgagor's employees and officers, and conduct similar activities. Mortgagor shall cooperate in the conduct of such an audit. Notwithstanding anything herein to the contrary, Mortgagor shall not be obligated to pay for any environmental audit or investigation under this Mortgage.

7.4 Mortgagee's Right to Rely. Mortgagee is entitled to rely upon the representations and warranties of Borrower and Guarantor contained in Paragraph 2.7 despite any independent investigations by Mortgagee or its consultants. Any independent investigation reports prepared by or for Lender have been provided to Mortgagor, and Mortgagee's investigations have not revealed any environmental matter or claim contrary to Mortgagor's representations and warranties contained in Paragraph 2.7. Mortgagor shall take reasonable actions to determine for themselves, and to remain aware of, the environmental condition of the Premises.

7.5 Indemnification. Mortgagor agrees to indemnify, defend (at trial and appellate levels and with counsel reasonably acceptable to Mortgagee and at Mortgagor's sole cost), and hold Mortgagee and Mortgagee's parent and subsidiary corporations, and their affiliates, shareholders, directors, officers, employees, and agents (collectively, "Mortgagee's Affiliates"), free and harmless from and against all loss, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgment, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind or nature whatsoever (including attorneys' fees at trial and appellate levels and experts' fees and disbursements and expenses incurred in investigating, defending against or prosecuting any litigation, claim or proceeding) which may at any time be imposed upon, incurred by or asserted or awarded against Mortgagee or any of Mortgagee's Affiliates in connection with or arising from:

- A. any Hazardous Material on, in, under or affecting all or any portion of the Premises, the groundwater underlying the Premises, or any surrounding areas;
- B. any misrepresentation, inaccuracy or breach of any warranty, covenant or agreement contained or referred to in Paragraph 7;
- C. any violation or claim of violation by Mortgagor of any Environmental Laws; or
- D. the imposition of any lien for damages caused by or the recovery of any costs for the cleanup, release or threatened release of Hazardous Material.

The indemnification contained in this Paragraph 7.5 shall survive repayment of the Mortgage Note or any transfer of the Premises by foreclosure or by a deed in lieu of foreclosure. Mortgagor, its successors and assigns, hereby waive, release and agree not to make any claim or bring any cost recovery action against Mortgagee under CERCLA or any state equivalent, or any similar law now existing or hereafter enacted. It is expressly understood and agreed that to the extent that Mortgagee is strictly liable under any Environmental Laws, Mortgagor's obligation to Mortgagee under this indemnity shall likewise be without regard to fault on the part of Mortgagor with respect to the violation or condition which results in liability to Mortgagee. Notwithstanding anything in this indemnification to the contrary, Mortgagor's obligations hereunder shall not apply and the waiver and release hereunder shall not apply to

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any claim against Mortgagee or Mortgagee's Affiliates arising out of or relating to any environmental liability caused solely by Mortgagee's or Mortgagee's Affiliates' conduct.

**8. MISCELLANEOUS**

8.1 Every provision for notice, demand or request required in this Mortgage, the Mortgage Note or the Loan Documents or by applicable law shall be deemed fulfilled by written notice, and shall be mailed or delivered to the intended recipient thereof at its address set forth herein or at such other address as such intended recipient may, from time to time, by notice in writing, designate to the sender pursuant hereto. Any such notice shall be deemed to have been delivered to all parties upon (a) two (2) business days after mailing by United States registered or certified mail, return receipt requested; or (b) one (1) business day after such item is deposited with Federal Express or other generally recognized overnight courier, shipping charges prepaid; or (c) when delivered in person; or (d) transmission by facsimile and follow up by one of the other methods of notice provided in (a), (b) or (c) herein. Unless specifically required herein, notice of the exercise of any option granted to Mortgagee in this Mortgage is not required to be given. For the purposes herein, notices shall be sent to Mortgagor and Mortgagee as follows:

To Mortgagor:

JAVO-MEX I, LLC  
c/o Warren Brubaker  
770 North Halsted Street, Suite 205  
Chicago, Illinois 60622

With a copy to:

Warren Brubaker  
770 North Halsted Street, Suite 205  
Chicago, Illinois 60622

To Mortgagee:

The Privatebank and Trust Company  
149 East Walton Place  
Chicago, Illinois 60611  
Attn: David C. Neilsen

With a copy to:

Frank R. Martin  
Righeimer Martin & Cinquino P.C.  
20 North Clark Suite 1900  
Chicago, IL 60602

8.2 All the covenants contained in this Mortgage will run with the land. Time is of the essence of this Mortgage and all provisions herein relating thereto shall be strictly construed.

8.3 This Mortgage, and all the provisions hereof, will be binding upon and inure to the benefit of the successors and assigns of Mortgagor and Mortgagee.

8.4 This Mortgage was executed and delivered in, and, except as otherwise specifically stated in any given paragraph hereof, shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Illinois.

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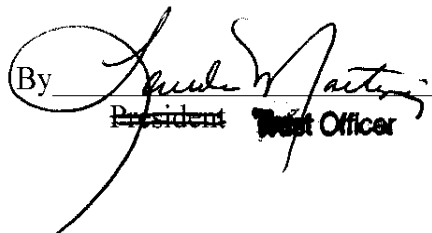
8.5 Any provision of this Mortgage which is unenforceable in any state in which this Mortgage may be filed or recorded or is invalid or contrary to the law of such state, or the inclusion of which would affect the validity, legality or enforcement of this Mortgage, shall be of no effect, and in such case all the remaining terms and provisions of this Mortgage shall subsist and be fully effective according to the tenor of this Mortgage, the same as though no such invalid portion had ever been included herein.

8.6 Mortgagor hereby represents that: (a) the proceeds of the Mortgage Note will be used for the purposes specified in 815 ILCS 205/4, as amended; (b) the loan constitutes a "business loan" within the purview of that Section; (c) the loan is a transaction exempt from the Truth in Lending Act, 15 U.S.C. §1601, et seq.; and (d) the proceeds of the Mortgage Note will not be used for the purchase of registered equity securities within the purview of Regulation "U" issued by the Board of Governors of the Federal Reserve System.

8.7 Notwithstanding anything to the contrary hereinabove, Mortgagee may charge a reasonable fee for the preparation and delivery of the release deed issued for this Mortgage and Mortgagor agrees to pay said fee.

8.8 This Mortgage is executed by LASALLE BANK NATIONAL ASSOCIATION, as Successor Trustee to American National Bank and Trust Company of Chicago (successor by merger to The First National Bank of Highland Park), as Trustee under Trust Agreement dated October 3, 1985 and known as Trust No. 3949 and LASALLE BANK NATIONAL ASSOCIATION, as Successor Trustee to American National Bank and Trust Company of Chicago (successor by merger to The First National Bank of Highland Park), as Trustee under Trust Agreement dated December 6, 1984 and known as Trust No. 3814, not personally but solely as Trustee of the Trust in the exercise of the power and authority conferred upon and vested as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Mortgage Note contained shall be construed as creating any liability on Mortgagor or on said Trustee personally to pay the Mortgage Note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right of security hereunder, and that so far as Mortgagor and its successors and said Trustee personally are concerned, the holders and the owner or owners of any indebtedness accruing hereunder shall look solely to any one or more of: (a) the Mortgaged Premises and the rents, issues and profits thereof, for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Mortgage Note provided; (b) assets of the Trust held under the Trust Agreements therefor; (c) the guaranty of the Mortgage Note and this Mortgage delivered to Mortgagee concurrently herewith, if applicable; or (d) enforcement of the liens and security interests created by the Other Agreements and any other security given to secure said indebtedness.

LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago (successor by merger to The First National Bank of Highland Park), as Trustee under Trust Agreement dated October 3, 1985 and known as Trust No. 3949 **and not personally**

By    
 President Trust Officer

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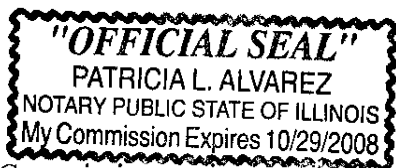
LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago (successor by merger to The First National Bank of Highland Park), as Trustee under Trust Agreement dated December 6, 1984 and known as Trust No. 3814 ~~and not personally~~

By *Lourdes Martinez*  
President

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I ~~Patricia L. Alvarez~~ the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY THAT ~~Lourdes Martinez~~ the ~~Trust Officer~~, of LASALLE BANK NATIONAL ASSOCIATION, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said Borrower, as Trustee as aforesaid, for the uses and purposes therein set forth, and caused the corporate seal of said Corporation to be hereto attached.

Given under my hand and Notarial Seal, this <sup>22nd</sup> ~~th~~ day of April 2005.



*Patricia L. Alvarez*  
NOTARY PUBLIC

My Commission expires:

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, \_\_\_\_\_ the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_ the \_\_\_\_\_, of LASALLE BANK NATIONAL ASSOCIATION, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said Borrower, as Trustee as aforesaid, for the uses and purposes therein set forth, and caused the corporate seal of said Corporation to be hereto attached.

Given under my hand and Notarial Seal, this \_\_\_\_\_ th day of \_\_\_\_\_ 2005.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires:

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:

Frank R. Martin  
RIGHEIMER MARTIN & CINQUINO P.C.  
20 North Clark Suite 1900  
Chicago, Illinois 60602

Box 456

F:\LB\PrivateBank\Javo-II\Mor.gage-JR.wpd

Property of Cook County Clerk's Office

**UNOFFICIAL COPY****EXHIBIT 'A' TO MORTGAGE MADE BY**

**LASALLE BANK NATIONAL ASSOCIATION, as Successor Trustee to American National Bank and Trust Company of Chicago (successor by merger to The First National Bank of Highland Park), as Trustee under Trust Agreement dated October 3, 1985 and known as Trust No. 3949**

**and LASALLE BANK NATIONAL ASSOCIATION, as Successor Trustee to American National Bank and Trust Company of Chicago (successor by merger to The First National Bank of Highland Park), as Trustee under Trust Agreement dated December 6, 1984 and known as Trust No. 3814,**

**PARCEL 1:**

**A TRACT OF LAND IN THE NORTH 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:**

**COMMENCING AT A POINT ON THE CENTERLINE OF LAKE STREET, WHICH IS 7.87 FEET SOUTHEASTERLY (MEASURED ON SAID CENTER LINE) FROM THE POINT OF INTERSECTION OF SAID CENTER LINE, WITH A SOUTHWARD EXTENSION OF THE WEST LINE OF BLOCK 9 IN H. O. STONE NORTHLAKE ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 10697148, (WHICH POINT OF COMMENCEMENT IS 1967.75 FEET, MORE OR LESS, MEASURED PERPENDICULARLY WEST FROM THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 6); THENCE SOUTHWESTERLY ALONG A LINE DRAWN PERPENDICULARLY TO SAID CENTERLINE, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTHERLY LINE OF LAKE STREET AND SAID POINT IS ALSO IN THE NORTHWESTERLY LINE OF A CERTAIN PARCEL OF LAND CONVEYED TO THE TOUSEY VARNISH COMPANY (BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 17131404); THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF LAKE STREET, A DISTANCE OF 726.58 FEET TO A POINT 'X'; THENCE CONTINUING NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF LAKE STREET, 30.16 FEET; THENCE SOUTHERLY ALONG A LINE, WHICH FORMS AN ANGLE OF 60 DEGREES, 49 MINUTES AS MEASURED CLOCKWISE FROM SAID SOUTHERLY LINE OF LAKE STREET, A DISTANCE OF 930.06 FEET FOR A POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTHERLY ALONG A CURVED LINE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1232.69 FEET, A DISTANCE OF 1356.91 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY LINE OF LAKE STREET, WHICH IS ALSO 100.00 FEET EASTERLY, AS MEASURED PERPENDICULARLY FROM THE CENTERLINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY'S MOST EASTERLY MAIN TRACT; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE OF LAKE STREET, A DISTANCE OF 485.63 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF LAKE STREET, (SAID SOUTHERLY LINE OF LAKE STREET PASSING THROUGH THE HEREINABOVE DESCRIBED POINT 'X' AND FORMING AN ANGLE OF 171 DEGREES, 34 MINUTES MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED LINE), A DISTANCE OF 880.59 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE NORTHWESTERLY LINE OF THE PARCEL OF LAND CONVEYED TO THE TOUSEY VARNISH COMPANY BY DEED RECORDED AS DOCUMENT 17131404; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID PARCEL, A DISTANCE OF 793.21 FEET TO THE POINT OF INTERSECTION, WHICH IS THE SOUTHEASTERLY EXTENSION OF THE CURVE LINE HEREINABOVE DESCRIBED; THENCE NORTHWESTERLY ALONG SAID EXTENDED CURVED LINE, 304.593 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING; TOGETHER WITH, AS PART OF THE TRACT, THE SOUTHWESTERLY 1/2 OF LAKE STREET, LYING NORTHEASTERLY OF THE ABOVE DESCRIBED PREMISES, EXCEPTING FROM ALL OF THE TRACT HEREINABOVE DESCRIBED THAT PART THEREOF LYING NORTHWESTERLY OF A STRAIGHT LINE DRAWN THROUGH POINT 'X' ABOVE DESIGNATED FROM THE CENTERLINE OF LAKE STREET TO THE SOUTHWESTERLY CURVED LINE OF SAID TRACT PERPENDICULAR TO THE SAID SOUTHWESTERLY LINE OF LAKE STREET;**

**UNOFFICIAL COPY****EXCEPT THE FOLLOWING:**

COMMENCING AT THE HEREINABOVE DESCRIBED POINT 'X'; THENCE SOUTHWESTERLY ALONG THE WEST PROPERTY LINE OF THE ABOVE DESCRIBED TRACT, A DISTANCE OF 22.0 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE, WHICH FORMS AN ANGLE OF 81 DEGREES, 04 MINUTES, 10 SECONDS, AS MEASURED CLOCKWISE WITH THE SAID PROPERTY LINE, A DISTANCE OF 140.0 FEET TO A POINT IN THE SOUTH LINE OF LAKE STREET; THENCE NORTHEASTERLY ALONG A LINE, WHICH FORMS AN ANGLE OF 98 DEGREES, 55 MINUTES, 50 SECONDS, AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED LINE, A DISTANCE OF 33.00 FEET TO A POINT IN THE CENTERLINE OF LAKE STREET; THENCE NORTHWESTERLY ALONG SAID CENTERLINE, WHICH FORMS AN ANGLE OF 90 DEGREES, AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED LINE, A DISTANCE OF 138.26 FEET TO A POINT IN THE WEST PROPERTY LINE; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE OF LAKE STREET, A DISTANCE OF 33.00 FEET TO POINT 'X', BEING THE POINT OF BEGINNING;

AND

COMMENCING AT THE HEREINABOVE DESCRIBED POINT 'X'; THENCE SOUTHWESTERLY ALONG THE WEST PROPERTY LINE OF THE ABOVE DESCRIBED TRACT, A DISTANCE OF 22.0 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE, WHICH FORMS AN ANGLE OF 81 DEGREES, 04 MINUTES, 10 SECONDS, AS MEASURED CLOCKWISE WITH THE SAID PROPERTY LINE, A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE, WHICH FORMS AN ANGLE OF 177 DEGREES, 22 MINUTES, 55 SECONDS, AS MEASURED COUNTER CLOCKWISE FROM THE LAST DESCRIBED LINE, A DISTANCE OF 141.86 FEET TO A POINT IN THE SOUTH LINE OF LAKE STREET; THENCE NORTHEASTERLY ALONG A LINE, WHICH FORMS AN ANGLE OF 92 DEGREES, 37 MINUTES, 05 SECONDS, AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED LINE, A DISTANCE OF 33.00 FEET TO A POINT IN THE CENTERLINE OF LAKE STREET; THENCE NORTHWESTERLY ALONG SAID CENTERLINE, WHICH FORMS AN ANGLE OF 90 DEGREES, AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED LINE, A DISTANCE OF 240.50 FEET TO A POINT IN THE WEST PROPERTY LINE; THENCE SOUTHWESTERLY ALONG SAID PROPERTY LINE, A DISTANCE OF 33.00 FEET TO POINT 'X' BEING THE POINT OF BEGINNING;

**EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:**

COMMENCING AT THE HEREINABOVE DESCRIBED POINT 'X'; THENCE SOUTHWESTERLY ALONG THE WESTERLY PROPERTY LINE OF THE GRANTOR, A DISTANCE OF 22.0 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE, WHICH FORMS AN ANGLE OF 81 DEGREES, 04 MINUTES, 10 SECONDS, AS MEASURED CLOCKWISE WITH THE SAID PROPERTY LINE, A DISTANCE OF 140.0 FEET TO A POINT IN THE SOUTH LINE OF LAKE STREET; THENCE NORTHEASTERLY ALONG A LINE, WHICH FORMS AN ANGLE OF 98 DEGREES, 55 MINUTES, 50 SECONDS, AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED LINE, A DISTANCE OF 33.00 FEET TO A POINT IN THE CENTERLINE OF LAKE STREET; THENCE NORTHWESTERLY ALONG SAID CENTERLINE, WHICH FORMS AN ANGLE OF 90 DEGREES, AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED LINE, A DISTANCE OF 138.26 FEET TO A POINT IN THE WEST PROPERTY LINE; THENCE SOUTHWESTERLY ALONG SAID PROPERTY LINE, WHICH FORMS AN ANGLE OF 90 DEGREES, AS MEASURED CLOCKWISE WITH SAID CENTERLINE OF LAKE STREET, A DISTANCE OF 33.00 FEET TO POINT 'X', BEING THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

PIN: 15-06-216-019-0000

Commonly known as: 165 West Lake Street, Northlake, Illinois

Exhibit A-2



## UNOFFICIAL COPY

## PARCEL 2:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4, WITH THE NORTHERLY LINE OF A TRACT OF LAND CONVEYED BY THE CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE, UNDER TRUST AGREEMENT NO. 34900 TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY AS DOCUMENT 16913782, IN BOOK 54903, PAGE 331, SAID POINT BEING 1107.18 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE EASTERLY IN THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT (SAID LINE FORMING AN ANGLE OF 79 DEGREES, 23 MINUTES, 10 SECONDS MEASURED IN THE NORTHEAST QUADRANT, WITH THE WEST LINE OF SAID SOUTHWEST 1/4) FOR A DISTANCE OF 163.26 FEET; THENCE NORTHERLY IN A LINE, WHICH INTERSECTS THE NORTH LINE OF SAID SOUTHWEST 1/4 AT A POINT 85.26 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4, (SAID LINE BEING THE EASTERLY LINE OF THE NORTHERLY AND SOUTHERLY PORTION OF A STREET KNOWN AS WOLF ROAD) FOR A DISTANCE OF 50.46 FEET TO THE POINT OF INTERSECTION OF SAID LAST DESCRIBED LINE, WITH A LINE 50.00 FEET NORTHERLY OF (AT RIGHT ANGLE MEASUREMENT) AND PARALLEL WITH THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT; THENCE EASTERLY IN SAID PARALLEL LINE, 490.00 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE CONVEYED BY THIS DESCRIPTION TO WIT:

THENCE NORTH-NORTHWESTERLY IN A LINE DRAWN AT RIGHT ANGLES TO SAID PARALLEL LINE, 370.00 FEET; THENCE EAST-NORTHEASTERLY PARALLEL WITH SAID TOLL HIGHWAY TRACT, 128.07 FEET; THENCE WESTERLY ON THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 368.26 FEET FOR A DISTANCE OF 120.38 FEET TO ITS POINT OF INTERSECTION WITH A LINE 439.50 FEET NORTHWESTERLY OF (AT RIGHT ANGLE MEASUREMENT) AND PARALLEL WITH THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT; THENCE WEST-SOUTHWESTERLY IN SAID LAST DESCRIBED PARALLEL LINE, 446.81 FEET TO ITS POINT OF INTERSECTION WITH THE EASTERLY LINE OF WOLF ROAD; THENCE SOUTHERLY IN THE EASTERLY LINE OF SAID WOLF ROAD, 393.09 FEET TO ITS POINT OF INTERSECTION WITH SAID LINE 50.00 FEET NORTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT; THENCE EASTERLY IN SAID LAST DESCRIBED PARALLEL LINE, 490.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS:

## UNOFFICIAL COPY

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4, WITH THE NORTHERLY LINE OF A TRACT OF LAND CONVEYED BY THE CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT NO. 34900 TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY AS DOCUMENT 16913782, IN BOOK 54903, PAGE 331, SAID POINT BEING 1107.18 FEET, MORE OR LESS NORTH OF THE SOUTH WEST CORNER OF SAID SOUTH WEST 1/4; THENCE EASTERLY IN THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT, (SAID LINE FORMING AN ANGLE OF 79 DEGREES, 23 MINUTES, 10 SECONDS MEASURED IN THE NORTH EAST QUADRANT, WITH THE WEST LINE OF SAID SOUTHWEST 1/4) FOR A DISTANCE OF 163.26 FEET; THENCE NORTHERLY IN A LINE, WHICH INTERSECTS THE NORTH LINE OF SAID SOUTHWEST 1/4 AT A POINT 85.26 FEET EAST OF THE NORTH WEST CORNER OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 50.46 FEET TO THE POINT OF INTERSECTION OF SAID LAST DESCRIBED LINE, WITH A LINE 50.00 FEET NORTHERLY OF (AT RIGHT ANGLE MEASUREMENT) AND PARALLEL WITH THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT; THENCE EASTERLY IN SAID PARALLEL LINE, 490.00 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE CONVEYED BY THIS DESCRIPTION TO WIT:

THENCE NORTHERLY IN A LINE DRAWN AT RIGHT ANGLES TO SAID PARALLEL LINE, 370.00 FEET; THENCE EASTERLY PARALLEL WITH SAID TOLL HIGHWAY TRACT, 357.0 FEET; THENCE WESTERLY IN A LINE, WHICH FORMS AN ANGLE OF 09 DEGREES, 20 MINUTES, 44 SECONDS, MEASURED IN THE SOUTHWEST QUADRANT WITH THE LAST DESCRIBED LINE FOR A DISTANCE OF 121.66 FEET TO ITS POINT OF INTERSECTION, WITH A LINE 20.00 FEET SOUTHERLY OF, MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE LAST DESCRIBED PARALLEL LINE; THENCE WESTERLY IN SAID PARALLEL LINE, 30.0 FEET TO ITS POINT OF INTERSECTION WITH A LINE 207.0 FEET EASTERLY OF AND PARALLEL WITH THE ABOVE DESCRIBED RIGHT ANGLE LINE; THENCE SOUTHERLY IN SAID LAST DESCRIBED PARALLEL LINE, 350.0 FEET TO ITS POINT OF INTERSECTION WITH THE ABOVE DESCRIBED LINE, 50.00 FEET NORTHERLY OF AND PARALLEL WITH THE SAID TOLL HIGHWAY TRACT; THENCE WESTERLY IN SAID PARALLEL LINE, 207.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 12-20-300-025-0000

12-20-300-030-0000

Commonly known as: 11130 King Street, Franklin Park, Illinois

# UNOFFICIAL COPY

## EXHIBIT 'B' TO MORTGAGE MADE BY

LASALLE BANK NATIONAL ASSOCIATION, as Successor Trustee to American National Bank and Trust Company of Chicago (successor by merger to The First National Bank of Highland Park), as Trustee under Trust Agreement dated October 3, 1985 and known as Trust No. 3949

and LASALLE BANK NATIONAL ASSOCIATION, as Successor Trustee to American National Bank and Trust Company of Chicago (successor by merger to The First National Bank of Highland Park), as Trustee under Trust Agreement dated December 6, 1984 and known as Trust No. 3814,

### Permitted Exceptions:

Exceptions BH, I, H, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, and current real estate taxes as listed on Schedule B on the title commitment issued by Chicago Title Insurance Company, order number 008174331 with an effective date of March 30, 2005

Box 456