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MORTGAGE AND
SECURITY AGREEMENT

Dated: As of April 25, 2006

Prudential Loan Number: 706106452

The Talon Group# 1254559

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EXHIBITS

Exhibit A – Legal Description of Land

Exhibit B – Description of Personal Property

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MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (this "**Instrument**") is made as of the 25th day of April, 2006, by the entity reflected on Schedule 1 attached hereto having its principal office and place of business % Value Industrial Partners, 970 North Oaklawn Avenue, Suite 100, Elmhurst, Illinois 60126, as mortgagor ("**Owner**"), to **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**, a New Jersey corporation, having an office at 2200 Ross Avenue, Suite 4900E, Dallas, Texas 75201, as mortgagee ("**Lender**").

RECITALS:

1. VIP Holdings I LLC, a Delaware limited liability company ("**Borrower**"), by the terms of its Promissory Note executed on the same date as this Instrument ("**Note**") and in connection with the loan ("**Loan**") from Lender to Owner, is indebted to Lender in the principal sum of TWENTY-FOUR MILLION AND NO/100 U.S. DOLLARS (\$24,000,000). The Loan is governed by a Loan Agreement dated of even date herewith between Borrower and Lender (the "**Loan Agreement**") all of the terms of which are incorporated herein by reference. Any capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the Loan Agreement.
2. Borrower owns one hundred percent (100%) of the membership interest in Owner.
3. To secure repayment of the Loan, Borrower has caused Owner to execute and deliver in favor of Lender a Guaranty of even date herewith ("**Guaranty**"), pursuant to which Owner agrees to guaranty repayment of a portion of the Loan in an amount equal to the Allocated Loan Amount reflected on Schedule 1 attached hereto.
4. Owner desires to secure the payment of and the performance of all of its obligations under the Guaranty and certain additional Obligations (as defined in Section 1.01).

IN CONSIDERATION of the Guaranty, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner irrevocably:

A. Grants, bargains, sells, assigns, transfers, pledges, mortgages, warrants, and conveys to Lender, and grants Lender a security interest in, the following property, rights, interests and estates owned by Owner (collectively, the "**Property**"):

- A. The real property in the county in Illinois reflected on Schedule 1 attached hereto and described in Exhibit A ("**Land**");
- B. All buildings, structures and improvements (including fixtures) now or later located in or on the Land ("**Improvements**");
- C. All easements, estates, and interests including hereditaments, servitudes, appurtenances, tenements, mineral and oil/gas rights, water rights, air rights, development power or rights, options, reversion and remainder rights, and any other rights owned by Owner and relating to or usable in connection with or access to the Property;

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- D. All right, title, and interest owned by Owner in and to all land lying within the rights-of-way, roads, or streets, open or proposed, adjoining the Land to the center line thereof, and all sidewalks, alleys, and strips and gores of land adjacent to or used in connection with the Property;
- E. All right, title, and interest of Owner in, to, and under all plans, specifications, surveys, studies, reports, permits, licenses, agreements, contracts, instruments, books of account, insurance policies, and any other documents relating to the use, construction, occupancy, leasing, activity, or operation of the Property;
- F. All of the fixtures and personal property described in Exhibit B owned by Owner and replacements thereof; but excluding all personal property owned by any tenant (a "**Tenant**") of the Property;
- G. All of Owner's right, title and interest in the proceeds (including conversion to cash or liquidation claims) of (A) insurance relating to the Property and (B) all awards made for the taking by eminent domain (or by any proceeding or purchase in lieu thereof) of the Property, including awards resulting from a change of any streets (whether as to grade, access, or otherwise) and for severance damages;
- H. All tax refunds, including interest thereon, tax rebates, tax credits, and tax abatements, and the right to receive the same, which may be payable or available with respect to the Property;
- I. All leasehold estates, ground leases, leases, subleases, licenses, or other agreements affecting the use, enjoyment or occupancy of the Property now or later existing (including any use or occupancy arrangements created pursuant to Title 7 or 11 of the United States Code, as amended from time to time, or any similar federal or state laws now or later enacted for the relief of debtors (the "**Bankruptcy Code**") and all extensions and amendments thereto (collectively, the "**Leases**") and all of Owner's right, title and interest under the Leases, including all guaranties thereof;
- J. All rents, issues, profits, royalties, receivables, use and occupancy charges (including all oil, gas or other mineral royalties and bonuses), income and other benefits now or later derived from any portion or use of the Property (including any payments received with respect to any Tenant or the Property pursuant to the Bankruptcy Code) and all cash, security deposits, advance rentals, or similar payments relating thereto (collectively, the "**Rents**") and all proceeds from the cancellation, termination, surrender, sale or other disposition of the Leases, and the right to receive and apply the Rents to the payment of the Obligations; and
- K. All of Owner's rights and privileges heretofore or hereafter otherwise arising in connection with or pertaining to the Property, including, without limiting the generality of the foregoing, all water and/or sewer capacity, all water, sewer and/or other utility deposits or prepaid fees, and/or all water and/or sewer and/or other utility tap rights or other utility rights, any right or privilege of Owner under any loan commitment, lease, contract, declaration of covenants, restrictions and easements or like instrument, developer's agreement, or other agreement with any third party pertaining to the ownership, development, construction, operation, maintenance, marketing, sale or use of the Property.
- B. Absolutely and unconditionally assigns, sets over, and transfers to Lender all of Owner's right, title, interest and estates in and to the Leases and the Rents, subject to the terms and license granted to Owner under that certain Assignment of Leases and Rents made by Owner to Lender dated the same date

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as this Instrument (the “**Assignment**”), which document shall govern and control the provisions of this assignment.

TO HAVE AND TO HOLD the Property unto Lender and its successors and assigns forever, subject to the matters set forth in the title insurance policy in favor of Lender that insures the priority of this Instrument (“**Permitted Encumbrances**”) and the provisions, terms and conditions of this Instrument.

PROVIDED, HOWEVER, if Borrower and Owner (and the other Owners (as defined in the Loan Agreement)) shall pay and perform the Obligations as provided for in the Documents (defined below) and shall comply with all the provisions, terms and conditions in the Documents, these presents and the estates hereby granted (except for the obligations of Owner set forth in Sections 4.11 and 4.12 and Article VIII of the Loan Agreement) shall cease, terminate and be void.

IN FURTHERANCE of the foregoing, Owner warrants, represents, covenants and agrees as follows:

ARTICLE I - OBLIGATIONS

Section 1.01 Obligations. This Instrument is executed, acknowledged, and delivered by Owner to secure and enforce the payment of all indebtedness to be paid in accordance with the Guaranty (collectively, the “**Obligations**”).

Section 1.02 Loan Agreement. Owner hereby covenants and agrees to perform each and every obligation, covenant and agreement of Owner set forth in the Loan Agreement and Owner hereby makes each and every representation and warranty of Owner set forth in the Loan Agreement as if such representations and warranties were expressly set forth herein.

ARTICLE II - REMEDIES

Section 2.01 Remedies. If an Event of Default occurs, Lender or any person designated by Lender may (but shall not be obligated to) take any action (separately, concurrently, cumulatively, and at any time and in any order) permitted under any Laws, without notice, demand, presentment, or protest (all of which are hereby waived), to protect and enforce Lender’s rights under the Documents or Laws including the following actions:

(a) accelerate and declare the entire unpaid Obligations immediately due and payable, except for defaults under Section 7.1 (f), (g), or (h) of the Loan Agreement which shall automatically make the Obligations immediately due and payable;

(b) judicially or otherwise, (i) completely foreclose this Instrument or (ii) partially foreclose this Instrument for any portion of the Obligations due and the lien and security interest created by this Instrument shall continue unimpaired and without loss of priority as to the remaining Obligations not yet due;

(c) sell for cash or upon credit the Property and all right, title and interest of Owner therein and rights of redemption thereof, pursuant to power of sale;

(d) recover judgment on the Guaranty either before, during or after any proceedings for the enforcement of the Documents and without any requirement of any action being taken to (i) realize on the Property or (ii) otherwise enforce the Documents;

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- (e) seek specific performance of any provisions in the Documents;
- (f) apply for the appointment of a receiver, custodian, trustee, liquidator, or conservator of the Property without (i) notice to any person, (ii) regard for (A) the adequacy of the security for the Obligations or (B) the solvency of Owner or any person liable for the payment of the Obligations; and Owner and any person so liable waives or shall be deemed to have waived the foregoing and any other objections to the fullest extent permitted by Laws and consents or shall be deemed to have consented to such appointment;
- (g) with or without entering upon the Property, (i) exclude Owner and any person from the Property without liability for trespass, damages, or otherwise, (ii) take possession of, and Owner shall surrender on demand, all books, records, and accounts relating to the Property, (iii) give notice to Tenants or any person, make demand for, collect, receive, sue for, and recover in its own name all Rents and cash collateral derived from the Property; (iv) use, operate, manage, preserve, control, and otherwise deal with every aspect of the Property including (A) conducting its business, (B) insuring it, (C) making all repairs, renewals, replacements, alterations, additions, and improvements to or on it, (D) completing the construction of any improvements in manner and form as Lender deems advisable, and (E) executing, modifying, enforcing, and terminating new and existing Leases on such terms as Lender deems advisable and evicting any Tenants in default; (v) apply the receipts from the Property to payment of the Obligations, in any order or priority determined by Lender, after first deducting all Costs, expenses, and liabilities incurred by Lender in connection with the foregoing operations and all amounts needed to pay the Impositions and other expenses of the Property, as well as just and reasonable compensation for the services of Lender and its attorneys, agents, and employees; and/or (vi) in every case in connection with the foregoing, exercise all rights and powers of Owner or Lender with respect to the Property, either in Owner's name or otherwise;
- (h) release any portion of the Property for such consideration, if any, as Lender may require without, as to the remainder of the Property, impairing or affecting the lien or priority of this Instrument or improving the position of any subordinate lienholder with respect thereto, except to the extent that the Obligations shall have been actually reduced, and Lender may accept by assignment, pledge, or otherwise any other property in place thereof as Lender may require without being accountable for so doing to any other lienholder;
- (i) apply any Deposits to the following items in any order and in Lender's sole discretion: (A) the Obligations, (B) Costs, (C) advances made by Lender under the Documents, and/or (D) Impositions;
- (j) take all actions permitted under the U.C.C. of the State of Illinois including (i) the right to take possession of all tangible and intangible personal property now or hereafter included within the Property ("**Personal Property**") and take such actions as Lender deems advisable for the care, protection and preservation of the Personal Property and (ii) request Owner at its expense to assemble the Personal Property and make it available to Lender at a convenient place acceptable to Lender. Any notice of sale, disposition or other intended action by Lender with respect to the Personal Property sent to Owner at least five (5) days prior to such action shall constitute commercially reasonable notice to Owner; or
- (k) take any other action permitted under any Laws.

If Lender exercises any of its rights under Section 2.01(g), Lender shall not (a) be deemed to have entered upon or taken possession of the Property except upon the exercise of its option to do so, evidenced by its demand and overt act for such purpose; (b) be deemed a beneficiary or mortgagee in possession by reason of such entry or taking possession; nor (c) be liable (i) to account for any action taken pursuant to such

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exercise other than for Rents actually received by Lender, (ii) for any loss sustained by Owner resulting from any failure to lease the Property, or (iii) any other act or omission of Lender except for losses caused by Lender's willful misconduct or gross negligence. Owner hereby consents to, ratifies, and confirms the exercise by Lender of its rights under this Instrument and appoints Lender as its attorney-in-fact, which appointment shall be deemed to be coupled with an interest and irrevocable, for such purposes.

Section 2.02 Expenses. All Costs, expenses, or other amounts paid or incurred by Lender in the exercise of its rights under the Documents, together with interest thereon at the applicable interest rate specified in the Note, which shall be the Default Rate unless prohibited by Laws, shall be (a) part of the Obligations, (b) secured by this Instrument, and (c) allowed and included as part of the Obligations in any foreclosure, decree for sale, power of sale, or other judgment or decree enforcing Lender's rights under the Documents.

Section 2.03 Rights Pertaining to Sales. To the extent permitted under (and in accordance with) any Laws, the following provisions shall, as Lender may determine in its sole discretion, apply to any sales of the Property under Article VI, whether by judicial proceeding, judgment, decree, power of sale, foreclosure or otherwise: (a) Lender may conduct multiple sales of any part of the Property in separate tracts or in its entirety and Owner waives any right to require otherwise; (b) any sale may be postponed or adjourned by public announcement at the time and place appointed for such sale or for such postponed or adjourned sale without further notice; and (c) Lender may acquire the Property and, in lieu of paying cash, may pay by crediting against the Obligations the amount of its bid, after deducting therefrom any sums which Lender is authorized to deduct under the provisions of the Documents.

Section 2.04 Application of Proceeds. Any proceeds received from any sale or disposition under Article II or otherwise, together with any other sums held by Lender, shall, except as expressly provided to the contrary, be applied in the order determined by Lender to: (a) payment of all Costs and expenses of any enforcement action or foreclosure sale, transfer of title by power of sale, or otherwise, including interest thereon at the applicable interest rate specified in the Note, which shall be the Default Rate unless prohibited by Laws, (b) all taxes, Assessments, and other charges unless the Property was sold subject to these items; (c) payment of the Obligations in such order as Lender may elect; (d) payment of any other sums secured or required to be paid by Owner; and (e) payment of the surplus, if any, to any person lawfully entitled to receive it. Owner and Lender intend and agree that during any period of time between any foreclosure judgment that may be obtained and the actual foreclosure sale that the foreclosure judgment will not extinguish the Documents or any rights contained therein including the obligation of Owner to pay all Costs and to pay interest at the applicable interest rate specified in the Note, which shall be the Default Rate unless prohibited by Laws.

Section 2.05 Additional Provisions as to Remedies. No failure, refusal, waiver, or delay by Lender to exercise any rights under the Documents upon any default or Event of Default shall impair Lender's rights or be construed as a waiver of, or acquiescence to, such or any subsequent default or Event of Default. No recovery of any judgment by Lender and no levy of an execution upon the Property or any other property of Owner shall affect the lien and security interest created by this Instrument and such liens, rights, powers, and remedies shall continue unimpaired as before. Lender may resort to any security given by this Instrument or any other security now given or hereafter existing to secure the Obligations, in whole or in part, in such portions and in such order as Lender may deem advisable, and no such action shall be construed as a waiver of any of the liens, rights, or benefits granted hereunder. Acceptance of any payment after any Event of Default shall not be deemed a waiver or a cure of such Event of Default and such acceptance shall be deemed an acceptance on account only. If Lender has started enforcement of any right by foreclosure, sale, entry, or otherwise and such proceeding shall be discontinued, abandoned, or

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determined adversely for any reason, then Owner and Lender shall be restored to their former positions and rights under the Documents with respect to the Property, subject to the lien and security interest hereof.

Section 2.06 Waiver of Rights and Defenses. To the fullest extent Owner may do so under Laws, Owner (a) will not at any time insist on, plead, claim, or take the benefit of any statute or rule of law now or later enacted providing for any appraisal, valuation, stay, extension, moratorium, redemption, or any statute of limitations; (b) for itself, its successors and assigns, and for any person ever claiming an interest in the Property (other than Lender), waives and releases all rights of redemption, reinstatement, valuation, appraisal, notice of intention to mature or declare due the whole of the Obligations, all rights to a marshaling of the assets of Owner, including the Property, or to a sale in inverse order of alienation, in the event of foreclosure (or extinguishment by transfer of title by power of sale) of the liens and security interests created under the Documents; (c) shall not be relieved of its obligation to pay the Obligations as required in the Documents nor shall the lien or priority of the Documents be impaired by any agreement renewing, extending, or modifying the time of payment or the provisions of the Documents (including a modification of any interest rate), unless expressly released, discharged, or modified by such agreement. Regardless of consideration and without any notice to or consent by the holder of any subordinate lien, security interest, encumbrance, right, title, or interest in or to the Property, Lender may (a) release any person liable for payment of the Obligations or any portion thereof or any part of the security held for the Obligations or (b) modify any of the provisions of the Documents without impairing or affecting the Documents or the lien, security interest, or the priority of the modified Documents as security for the Obligations over any such subordinate lien, security interest, encumbrance, right, title, or interest.

ARTICLE III - SECURITY AGREEMENT

Section 3.01 Security Agreement. This instrument constitutes both a real property mortgage and a "security agreement" within the meaning of the U.C.C. The Property includes real and personal property and all tangible and intangible rights and interest of Owner in the Property. Owner grants to Lender, as security for the Obligations, a security interest in the Personal Property to the fullest extent that the same may be subject to the U.C.C. Owner authorizes Lender to file any financing or continuation statements and amendments thereto relating to the Personal Property without the signature of Owner if permitted by Laws.

ARTICLE IV - ADDITIONAL PROVISIONS

Section 4.01 Usury Savings Clause. All agreements in the Documents are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid under the Documents for the use, forbearance, or detention of money exceed the highest lawful rate permitted by Laws. If, at the time of performance, fulfillment of any provision of the Documents shall involve transcending the limit of validity prescribed by Laws, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity. If Lender shall ever receive as interest an amount which would exceed the highest lawful rate, the receipt of such excess shall be deemed a mistake and (a) shall be canceled automatically or (b) if paid, such excess shall be (i) credited against the principal amount of the Obligations to the extent permitted by Laws or (ii) rebated to Owner if it cannot be so credited under Laws. Furthermore, all sums paid or agreed to be paid under the Documents for the use, forbearance, or detention of money shall to the extent permitted by Laws be amortized, prorated, allocated, and spread throughout the full stated term of the Note until payment in full so that the rate or amount of interest on account of the Obligations does not exceed the maximum lawful rate of interest from time to time in effect and applicable to the Obligations for so long as the Obligations are outstanding.

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Section 4.02 Notices. Any notice, request, demand, consent, approval, direction, agreement, or other communication (any “notice”) required or permitted under the Documents shall be in writing and shall be validly given if sent by a nationally-recognized courier that obtains receipts, delivered personally by a courier that obtains receipts, or mailed by United States certified mail (with return receipt requested and postage prepaid) addressed to the applicable person as follows:

If to Owner:

VIP Holdings I LLC
970 North Oak Lawn Avenue
Suite 100
Elmhurst, Illinois 60126
Attn: John Horrigan

With a copy of notices sent to Owner to:

Greenberg Traurig P.A.
1221 Brickell Avenue
Miami, Florida 35131
Attn: Michael T. Lynott

If to Lender:

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA
Prudential Asset Resources
2200 Ross Avenue
Suite 4900E
Dallas, Texas 75201
Attention: Asset Management Department
Reference Loan No. 706106452

With a copy of notices sent to Lender to:

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA
Prudential Asset Resources
2200 Ross Avenue
Suite 4900E
Dallas, Texas 75201
Attention: Legal Department
Reference Loan No. 706106452

Each notice shall be effective upon being so sent, delivered, or mailed, but the time period for response or action shall run from the date of receipt as shown on the delivery receipt. Refusal to accept delivery or the inability to deliver because of a changed address for which no notice was given shall be deemed receipt. Any party may periodically change its address for notice and specify up to two (2) additional addresses for copies by giving the other party at least ten (10) days' prior notice.

Section 4.03 Applicable Law and Submission to Jurisdiction. The Documents shall be governed by and construed in accordance with the laws of the State of Illinois and the applicable laws of the United States of America. Without limiting Lender's right to bring any action or proceeding against Owner or the Property relating to the Obligations (an “Action”) in the courts of other jurisdictions, Owner irrevocably (a) submits to the jurisdiction of any state or federal court in the State of Illinois, (b) agrees that any Action may be heard and determined in such court, and (c) waives, to the fullest extent permitted by Laws, the defense of an inconvenient forum to the maintenance of any Action in such jurisdiction.

Section 4.04 Construction of Provisions. The following rules of construction shall apply for all purposes of this Instrument unless the context otherwise requires: (a) all references to numbered Articles or Sections or to lettered Exhibits are references to the Articles and Sections hereof and the Exhibits annexed to this Instrument and such Exhibits are incorporated into this Instrument as if fully set forth in the body of this Instrument; (b) all Article, Section, and Exhibit captions are used for convenience and reference only and in no way define, limit, or in any way affect this Instrument; (c) words of masculine, feminine, or neuter gender shall mean and include the correlative words of the other genders, and words importing the singular number shall mean and include the plural number, and vice versa; (d) no inference in favor of or against any party shall be drawn from the fact that such party has drafted any portion of this Instrument; (e) all obligations of Owner hereunder shall be performed and satisfied by or on behalf of

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Owner at Owner's sole expense; (f) the terms "include," "including," and similar terms shall be construed as if followed by the phrase "without being limited to"; (g) the terms "Property," "Land," "Improvements," and "Personal Property" shall be construed as if followed by the phrase "or any part thereof"; (h) the term "Obligations" shall be construed as if followed by the phrase "or any other sums secured hereby, or any part thereof"; (i) the term "person" shall include natural persons, firms, partnerships, corporations, governmental authorities or agencies, and any other public or private legal entities; (j) the term "provisions," when used with respect hereto or to any other document or instrument, shall be construed as if preceded by the phrase "terms, covenants, agreements, requirements, and/or conditions"; (k) the term "lease" shall mean "tenancy, subtenancy, lease, sublease, or rental agreement," the term "lessor" shall mean "landlord, sublandlord, lessor, and sublessor," and the term "Tenants" or "lessee" shall mean "tenant, subtenant, lessee, and sublessee"; (l) the term "owned" shall mean "now owned or later acquired"; (m) the terms "any" and "all" shall mean "any or all"; and (n) the term "on demand" or "upon demand" shall mean "within five (5) business days after written notice".

Section 4.05 Transfer of Loan.

(a) Lender may, at any time, (i) sell, transfer or assign the Documents and any servicing rights with respect thereto or (ii) grant participations therein or issue mortgage pass-through certificates or other securities evidencing a beneficial interest in a rated or unrated public offering or private placement (collectively, the "Securities"). Lender may forward to any purchaser, transferee, assignee, servicer, participant, or investor in such Securities (collectively, "Investors"), to any Rating Agency (defined below) rating such Securities and to any prospective Investor, all documents and information which Lender now has or may later acquire relating to the Obligations, Owner, any guarantor, any indemnitor(s), the Leases, and the Property, whether furnished by Owner, any guarantor, any indemnitor(s) or otherwise, as Lender determines advisable. Owner, any guarantor and any indemnitor agree to cooperate with Lender in connection with any transfer made or any Securities created pursuant to this Section including the delivery of an estoppel certificate in accordance with Section 4.06 of the Loan Agreement and such other documents as may be reasonably requested by Lender. Owner shall also furnish consent of any Owner, any guarantor and any indemnitor in order to permit Lender to furnish such Investors or such prospective Investors or such Rating Agency with any and all information concerning the Property, the Leases, the financial condition of Owner, any guarantor and any indemnitor, as may be reasonably requested by Lender, any Investor, any prospective Investor or any Rating Agency and which may be complied with without undue expense. "Rating Agency" shall mean any one or more credit rating agencies approved by Lender.

(b) Owner agrees that upon any assignment or transfer of the Documents by Lender to any third party, Lender shall have no obligations or liabilities under the Documents, such third party shall be substituted as the lender under the Documents for all purposes and Owner shall look solely to such third party for the performance of any obligations under the Documents or with respect to the Loan.

Section 4.06 WAIVER OF TRIAL BY JURY. EACH OF OWNER AND LENDER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM FILED BY EITHER PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN, THE DOCUMENTS, OR ANY ALLEGED ACTS OR OMISSIONS OF LENDER OR OWNER IN CONNECTION THEREWITH.

Section 4.07 Limited Recourse Liability. The provisions of Paragraph 8.1 and 8.2 of the Loan Agreement are incorporated into this Instrument as if such provisions were set forth in their entirety in this Instrument.

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ARTICLE V - LOCAL LAW PROVISIONS

Section 5.01 Additional Remedies. In addition to the remedies set forth in Article II hereof, Lender, at Lender's option, may foreclose this Instrument by judicial proceeding and may invoke any other remedies permitted by applicable law or provided herein. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorneys' fees, costs of documentary evidence, abstracts and title reports.

Section 5.02 Illinois Mortgage Foreclosure Law. Lender shall be entitled to the following benefits, among others, pursuant to the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101) (the "Act"):

- (a) **Benefits to Act.** Owner and Lender shall have the benefit of all of the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof. If any provision of the Act which is specifically referred to herein may be repealed, Lender shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference.
- (b) **Insurance.** Whenever provision is made in the Instrument for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Lender, or to confer authority upon Lender to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure all such rights and powers of the Lender shall continue in the Lender as judgment creditor or mortgagee until confirmation of sale.
- (c) **Protective Advances.** All advances, disbursements and expenditures made by Lender before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings authorized by the Instrument or by the Act (collectively, "**Protective Advances**"), shall have the benefit of all applicable provisions of the Act. All Protective Advances shall be so much additional indebtedness secured by the Instrument, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate due and payable after a default under the terms of the Note. The Instrument shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time the Instrument is recorded pursuant to Subsection (b)(1) of Section 5/15-1302 of the Act. All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:
- (i) determination of the amount of indebtedness secured by the Instrument at any time;
 - (ii) the indebtedness found due and owing to Lender in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

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- (iii) if right of redemption has not been waived by the Owner in the Instrument, computation of amount required to redeem, pursuant to Subsections (d)(2) and (e) of Section 5/15-1603 of the Act;
 - (iv) determination of amount deductible from sale proceeds pursuant to Section 5/15-1512 of the Act;
 - (v) application of income in the hands of any receiver or Lender in possession; and
 - (vi) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Sections 5/15-1508 and Section 5/15-1511 of the Act.
- (d) **Lender in Possession.** In addition to any provision of the Instrument authorizing the Lender to take or be placed in possession of the Property, or for the appointment of a receiver, Lender shall have the right, in accordance with Sections 5/15-1701 and 5/15-1702 of the Act, to be placed in possession of the Property or at its request to have a receiver appointed and such receiver, or Lender, if and when placed in possession, shall have, in addition to any other powers provided in the Instrument, all powers, immunities, and duties as provided for in Sections 5/15-1701, 5/15-1703 and 5/15-1704 of the Act.

Section 5.03 Release. Upon payment of all sums secured by this Instrument, Lender shall cancel this Instrument. Owner shall pay Lender's reasonable costs incurred in canceling this Instrument.

Section 5.04 Attorneys' Fees. As used herein, "attorneys' fees" shall mean "reasonable attorneys' fees."

Section 5.05 Future Advances. Upon request of Owner, Lender, at Lender's sole option within twenty years from the date of this Instrument, may make future advances to Owner ("Future Advances"). Such Future Advances, with interest thereon, shall be secured by this Instrument when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Instrument, not including sums advanced in accordance herewith to protect the security of this Instrument, exceed two hundred percent (200%) of the Allocated Loan Amount plus interest thereon and any disbursements made for the payment of taxes, levies or insurance on the property encumbered by this Instrument with interest on such disbursements at the Default Rate.

Section 5.06 Waiver of Rights of Redemption and Reinstatement. Owner shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement of any rights or remedies of Lender under this Instrument, but hereby waives the benefit of such laws and the benefit of any homestead or other exemptions which it may now or hereafter from time to time have with respect to the Property or the Obligations hereby secured. Owner for itself and all creditors, mortgagees, trustees, lienholders and other persons or entities who may claim through or under it waives any and all right to have the property and estates comprising the Property, or any part thereof, marshalled upon any foreclosure or other disposition (whether or not the entire Property be sold as a unit, and whether or not any parcels thereof be sold as a unit or separately) of any kind or nature of the Property, or any party thereof, or interest therein, and agrees that any court having jurisdiction to foreclose or otherwise enforce the liens granted and security interests created by this Instrument may order the Property sold as an entirety. On behalf of Owner, and each and every person acquiring any interest in, or title to the Property described herein subsequent to the date of this Instrument, and on behalf of all other persons to the maximum extent permitted by applicable law, Owner hereby waives any and all rights (x) of redemption from any

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foreclosure, or other disposition of any kind or nature of the Property, or any part thereof, or interest therein, under or pursuant to rights herein granted to Lender, and (y) to reinstatement of the indebtedness hereby secured, including, without limitation, any right to reverse any acceleration of such indebtedness pursuant to 735 ILCS 5/15-1602. Owner further waives and releases (a) all errors, defects, and imperfections in any proceedings instituted by Lender under the Guaranty, this Instrument or any of the Documents, (b) all benefits that might accrue to the Owner by virtue of any present or future laws exempting the Property, or any part of the proceeds arising from any sale thereof, from attachment, levy, or sale under civil process, or extension, exemption from civil process, or extension of time for payment, and (c) all notices not specifically required by this Instrument of default, or of Lender's exercise, or election to exercise, any option under this Instrument. All waivers by Owner in this Instrument have been made voluntarily, intelligently and knowingly by Owner after Owner has been afforded an opportunity to be informed by counsel of Owner's choice as to possible alternative rights. Owner's execution of this Instrument shall be conclusive evidence of the making of such waivers and that such waivers have been voluntarily, intelligently and knowingly made.

Section 5.07 Costs. In the event it should become necessary for Lender to employ legal counsel to collect the Obligations, or to enforce Lender's rights under this Instrument, Owner agrees to pay all reasonable fees and expenses of Lender including, without limitation, reasonable attorneys' fees for the services of such counsel whether or not suit be brought.

[remainder of page intentionally left blank]

[signatures on following page]

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[signature page of mortgage]

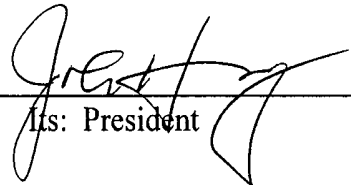
IN WITNESS WHEREOF, the undersigned has executed this Instrument as of the day first set forth above.

OWNER:

VIP TONNE DRIVE, LLC, an Illinois limited liability company

By: Value Industrial Partners, an Illinois general partnership, its manager

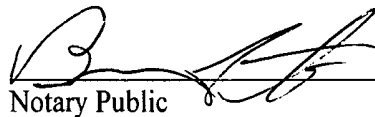
By: Horrigan Advisors, Inc., an Illinois corporation, its general partner

By: 
Its: President

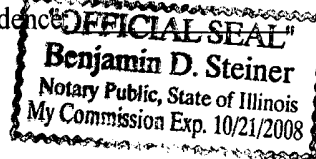
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Benjamin D. Steiner a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that John F. Horrigan, personally known to me to be the President of Horrigan Advisors, Inc., an Illinois corporation, a general partner of Value Industrial Partners, an Illinois general partnership, the manager of VIP Tonne Drive, LLC, an Illinois limited liability company, whose name is subscribed to the within Instrument, appeared before me this day in person and severally acknowledged that as such President, he signed and delivered the said instrument as such President of said company, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 4th day of April, 2006.


Notary Public

Print Name: Ben Steiner
County of Residence: _____



My Commission Expires:

[SEAL]

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EXHIBIT A

Lot 355 in Centex Industrial Park, Unit 215, being a Subdivision of part of the Northwest 1/4 of Section 34, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded June 6, 1977 as Document No. 23954432.

P.I.N.: 08-34-101-042

COMMONLY KNOWN AS: 675 GREENLEAF, ELK GROVE VILLAGE, IL

Property of Cook County Clerk's Office

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Exhibit B

DESCRIPTION OF PERSONAL PROPERTY SECURITY

All of Owner's right, title and interest in, to and under the following:

1. All machinery, apparatus, goods, equipment, materials, fittings, fixtures, chattels, and tangible personal property, and all appurtenances and additions thereto and betterments, renewals, substitutions, and replacements thereof, owned by Owner, wherever situate, and now or hereafter located on, attached to, contained in, or used or usable in connection with the real property described in Exhibit A attached hereto and incorporated herein (the "**Land**"), and all improvements located thereon (the "**Improvements**") or placed on any part thereof, though not attached thereto, including all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, electrical, lighting, plumbing, ventilating, air-conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, hoists, stoves, ranges, vacuum and other cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, ducts, conduits, dynamos, engines, compressors, generators, boilers, stokers, furnaces, pumps, tanks, appliances, equipment, fittings, and fixtures.
2. All funds, accounts deposits, instruments, documents, contract rights, general intangibles, notes, and chattel paper arising from or by virtue of any transaction related to the Land, the Improvements, or any of the personal property described in this Exhibit B.
3. All permits, licenses, franchises, certificates, and other rights and privileges now held or hereafter acquired by Owner in connection with the Land, the Improvements, or any of the personal property described in this Exhibit B.
4. All right, title, and interest of Owner in and to the name and style by which the Land and/or the Improvements is known, including trademarks and trade names relating thereto.
5. All right, title, and interest of Owner in, to, and under all plans, specifications, maps, surveys, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies, and other documents of whatever kind or character relating to the use, construction upon, occupancy, leasing, sale, or operation of the Land and/or the Improvements.
6. All interests, estates, or other claims or demands, in law and in equity which Owner now has or may hereafter acquire in the Land, the Improvements, or the personal property described in this Exhibit B.
7. All right, title, and interest owned by Owner in and to all options to purchase or lease the Land, the Improvements, or any other personal property described in this Exhibit B, or any portion thereof or interest therein, and in and to any greater estate in the Land, the Improvements, or any of the personal property described in this Exhibit B.
8. All of the estate, interest, right, title, other claim or demand, both in law and in equity, including claims or demands with respect to the proceeds of insurance relating thereto, which Owner now has or may hereafter acquire in the Land, the Improvements, or any of the personal property described in this Exhibit B, or any portion thereof or interest therein, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of such

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property, including without limitation, any award resulting from a change of any streets (whether as to grade, access, or otherwise) and any award for severance damages.

9. All right, title, and interest of Owner in and to all contracts, permits, certificates, licenses, approvals, utility deposits, utility capacity, and utility rights issued, granted, agreed upon, or otherwise provided by any governmental or private authority, person or entity relating to the ownership, development, construction, operation, maintenance, marketing, sale, or use of the Land and/or the Improvements, including all of Owner's rights and privileges hereto or hereafter otherwise arising in connection with or pertaining to the Land and/or the Improvements, including, without limiting the generality of the foregoing, all water and/or sewer capacity, all water, sewer and/or other utility deposits or prepaid fees, and/or all water and/or sewer and/or other utility tap rights or other utility rights, any right or privilege of Owner under any loan commitment, lease, contract, declaration of covenants, restrictions and easements or like instrument, developer's agreement, or other agreement with any third party pertaining to the ownership, development, construction, operation, maintenance, marketing, sale, or use of the Land and/or the Improvements.

AND ALL PROCEEDS AND PRODUCTS OF THE FOREGOING PERSONAL PROPERTY DESCRIBED IN THIS EXHIBIT B.

A PORTION OF THE ABOVE DESCRIBED GOODS ARE OR ARE TO BE AFFIXED TO THE REAL PROPERTY DESCRIBED IN EXHIBIT A.

OWNER IS THE RECORD TITLE HOLDER AND OWNER OF THE REAL PROPERTY DESCRIBED IN EXHIBIT A.

ALL TERMS USED IN THIS EXHIBIT B (AND NOT OTHERWISE DEFINED IN THIS EXHIBIT B) SHALL HAVE THE MEANING, IF ANY, ASCRIBED TO SUCH TERM UNDER THE UNIFORM COMMERCIAL CODE AS ADOPTED AND IN FORCE IN THE JURISDICTION IN WHICH THIS FINANCING STATEMENT HAS BEEN FILED/ RECORDED (THE "U.C.C.").

WITH RESPECT TO ANY FINANCING STATEMENT TO WHICH THIS EXHIBIT B IS ATTACHED, THE TERM "OWNER" SHALL MEAN "DEBTOR" AS SUCH TERM IS DEFINED IN THE CODE.

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Schedule 1

Owner	County	Allocated Loan Amount
VIP Tonne Drive, LLC, an Illinois limited liability company	Cook	\$483,693

Property of Cook County Clerk's Office