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This instrument was prepared by,
and, after recording, return to:

Lorenzini & Associates, Ltd
1900 Spring Road
Suite 501
Oak Brook, Illinois 60523
Attn: Ronald N. Lorenzini, Jr.

Doc#: 0831748017 Fee: \$94.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/12/2008 12:25 PM Pg: 1 of 30

FIRST REAL ESTATE MORTGAGE, ASSIGNMENT AND SECURITY AGREEMENT

THIS FIRST REAL ESTATE MORTGAGE, ASSIGNMENT AND SECURITY AGREEMENT (this "Mortgage") is made this 31st day of October, 2008 by CRÈME DE LA CRÈME (BARRINGTON), INC., an Illinois corporation ("Borrower") to and for the benefit of PARK NATIONAL BANK, a national banking association (the "Bank").

1. MORTGAGE. In consideration of Ten Dollars (\$10.00) and other valuable consideration received by Borrower, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby grants, bargains, sells, assigns, transfers, conveys and mortgages to Bank, its successors and assigns, to its own proper use and benefit forever, subject to the terms and conditions of this Mortgage, the real estate described on the said Exhibit A (the "Land"), together with:

(a) Appurtenances. The benefit of all tenements, hereditaments, easements and other rights of any nature whatsoever, if any, appurtenant to the Land or the Improvements, or both, the benefit of all rights-of-way, strips and gores of land, streets, alleys, passages, drainage rights, sanitary sewer and potable water rights, stormwater drainage rights, rights of ingress and egress to the Land and all adjoining property, and any improvements of Borrower now or hereafter located on any of such real property interests, water rights and powers, oil, gas, mineral and riparian and littoral rights, whether now existing or hereafter arising, together with the reversion or reversions, remainder or remainders, rents, issues, incomes and profits of any of the foregoing (the "Appurtenances").

(b) Improvements. All buildings, structures, betterments and other improvements of any nature now or hereafter situated in whole or in part upon the Land or on the Appurtenances, regardless of whether physically affixed thereto or severed or capable of severance therefrom (the "Improvements").

(c) Tangible Property. All of Borrower's right, title and interest, if any, in and to all fixtures, equipment and tangible personal property of any nature whatsoever that is now or

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hereafter (i) attached or affixed to the Land, the Appurtenances, or the Improvements; or (ii) situated upon or about the Land, the Appurtenances and/or the Improvements, regardless of whether physically affixed thereto or severed or capable of severance therefrom; or (iii) used, regardless of where situated, if used, usable or intended to be used, in connection with any present or future use or operation of or upon the Land. The foregoing includes all goods and inventory, all heating, air conditioning, lighting, incinerating and power equipment; all engines, compressors, pipes, pumps, tanks, motors, conduits, wiring, and switchboards; all plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications and public address apparatus; all stoves, ovens, ranges, disposal units, dishwashers, water heaters, exhaust systems, refrigerators, cabinets, and partitions; all rugs, draperies and carpets; all laundry equipment; all building materials; all furniture (including, without limitation, any outdoor furniture), furnishings, office equipment and office supplies (but not including furniture, furnishings or office equipment in units used as models or sales offices); and all additions, accessions, renewals, replacements and substitutions of any or all of the foregoing. The property interests encumbered and described by this paragraph are called the "Tangible Property" in this Mortgage.

(d) Rents. All rents, issues, incomes and profits in any manner arising from the Land, Improvements, Appurtenances or Tangible Property, or any combination thereof, including Borrower's interest in and to all leases of whatsoever kind or nature, licenses, franchises and concessions of or relating to all or any portion of the Land, Appurtenances, Improvements or Tangible Property, or the operation thereof, whether now existing or hereafter made, including all amendments, modifications, replacements, substitutions, extensions, renewals or consolidations thereof. The property interests encumbered and described in this subparagraph are called the "Rents" in this Mortgage.

(e) Secondary Financing. All of Borrower's right, power or privilege to further encumber any of the Collateral described in this paragraph 1, it being intended by this provision to divest Borrower of the power to encumber or to grant a security interest in any of the Collateral as security for the performance of an obligation, except for "Permitted Encumbrances," as defined in paragraph 5 herein.

(f) Proceeds. All proceeds of the conversion, voluntary or involuntary, of any of the property encumbered by this Mortgage into cash or other liquidated claims, or that are otherwise payable for injury to or the taking or requisitioning of any such property, including all judgments, settlements and insurance and condemnation proceeds as provided in this Mortgage and subject to the terms and conditions of the Loan Agreement.

(g) Contract Rights. All of Borrower's right, title and interest in and to any and all contracts or leases, written or oral, express or implied, now existing or hereafter entered into or arising, in any matter related to the improvement, use, operation, sale, conversion or other disposition of any interest in the Land, Appurtenances, Improvements, Tangible Property or the Rents, or any combination thereof, including all tenant leases, sales contracts, reservation deposit agreements, Borrower's right, title and interest in and to any and all deposits, prepaid items, and payments due and to become due thereunder; and including, without limitation, contracts pertaining to maintenance, on-site security service, elevator maintenance, landscaping services,

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building or project management, marketing, leasing, sales and janitorial services; Borrower's interests as lessee in equipment leases, including telecommunications, computers, vending machines, model furniture, televisions, laundry equipment; and Borrower's interests in construction contracts or documents (including architectural drawings and plans and specifications relating to the Improvements), service contracts, use and access agreements, advertising contracts and purchase orders. The property interests encumbered and described in this paragraph are called the "Contract Rights" in this Mortgage. Notwithstanding the foregoing, Bank will not be bound by any of Borrower's obligations under any of the foregoing contracts unless and until Bank elects to assume any of such contracts or leases in writing.

(h) Other Intangibles. All contract rights, commissions, money, deposits, certificates of deposit, letters of credit, documents, instruments, chattel paper, accounts, and general intangibles as such terms from time to time are defined in the Uniform Commercial Code as adopted by the State of Illinois (the "Uniform Commercial Code", in any manner related to the construction, use, operation, sale, conversion or other disposition (voluntary or involuntary) of the Land, Appurtenances, Improvements, Tangible Property or Rents, including all construction plans and specifications, architectural plans, engineering plans and specifications, permits, governmental or quasi-governmental approvals, licenses, utility reservations and rights to receive utility services and all rights to and under fees or charges paid by or credits granted to Borrower or on its behalf in connection with the Land, Improvements and Appurtenances, developer rights, vested rights under any Planned Unit Development or other project, zoning, or land use approval, insurance policies, rights of action and other choses in action; provided, however, with respect to reservation deposits, earnest money deposits and down payments made by purchasers or potential purchasers of any or all of the Land, this assignment and Bank's security interest shall be limited to the right, title and interest of Borrower, if any, in such reservation deposits, earnest money deposits and down payments.

The Land, Appurtenances, Improvements and Tangible Property are collectively referred to as the "Mortgaged Property" in this Mortgage. The portion of the property encumbered by this Mortgage that from time to time consists of intangible personal property, except for the Rents, is called the "Intangible Property" in this Mortgage. The Mortgaged Property, Rents, Intangible Property and any other property interests encumbered hereby are hereinafter referred to collectively as the "Collateral." Wherever used in this Mortgage, the use of the terms, "Mortgaged Property", "Rents," "Intangible Property," and "Collateral" means and includes all or any portion thereof applicable to the context.

Notwithstanding the grant of Borrower's interest in the Rents and Contract Rights above, so long as no Default shall exist hereunder or under any of the other Loan Documents, Borrower shall have the right to operate, manage and a license to collect and receive all incomes arising from the operation, ownership, and maintenance of the Mortgaged Property, Rents and Contract Rights.

2. SECURITY AGREEMENT. To the extent any of the Collateral encumbered by this Mortgage from time to time constitutes personal property subject to the provisions of the Uniform Commercial Code, this Mortgage constitutes a "Security Agreement" for all purposes under the Uniform Commercial Code. Without limitation, Bank, at its election, upon the

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occurrence of a Default under this Mortgage, will have all rights, powers, privileges and remedies from time to time available to a secured party under the provisions of the Uniform Commercial Code with respect to the Collateral. The names and addresses of debtor and secured party are as shown for Borrower and Bank, respectively, on the signature pages hereof. The remedies for any violation of the covenants, terms, and conditions of the security agreement herein contained shall be (i) as prescribed herein; or (ii) as prescribed by general law; or (iii) as prescribed by the specific statutory provisions now or hereafter enacted and specified in the Uniform Commercial Code, all at Bank's sole election. Borrower and Bank agree that the filing of financing statement(s) in the records normally having to do with personal property shall never be construed as in anywise derogating from or impairing this declaration and hereby stated intention of Borrower and Bank that everything used in connection with the production of income from the Collateral or adapted for use therein or which is described or reflected in this Mortgage, is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether (i) any such item is physically attached to the Improvements; (ii) serial numbers are used for the better identification of certain items capable of being thus identified in a recital contained herein; or (iii) any such item is referred to or reflected in any financing statement(s) so filed at any time. Similarly, the mention in any financing statement of the rights in, or the proceeds of, any fire, hazard or liability insurance policy, or any award in eminent domain proceedings for a taking or for loss of value, or Borrower's interest as lessor in any present or future lease, or rights to income growing out of the use of the Mortgaged Property, whether pursuant to a lease or otherwise, shall not be construed as altering any of Bank's rights as determined by this Mortgage, or otherwise available at law or in equity, or impugning the priority of this Mortgage or the Loan Documents, or both, but such mention in any financing statement is declared to be for Bank's protection if, as, and when any court holds that notice of Bank's priority of interest, to be effective against a particular class of persons, including the federal government and any subdivisions or entities of the federal government, must be perfected in the manner required by the Uniform Commercial Code.

Borrower covenants and agrees that Borrower will furnish Bank with notice of any change in name, identity, organizational structure, mailing address, residence, or principal place of business thirty (30) days prior to the effective date of any such change. Borrower will promptly execute any financing statements or other instruments deemed necessary by Bank to prevent any filed financing statement from becoming misleading or losing its perfected status or to reinstate any lapsed financing statement.

3. AFTER-ACQUIRED PROPERTY. Without the necessity of any further act of Borrower or Bank, the lien of and security interest created by this Mortgage automatically will extend to and include (i) any and all renewals, replacements, substitutions, accessions, proceeds, products, additions or after-acquired property for or to the Collateral, and (ii) any and all monies, proceeds and other property that from time to time, either by delivery to Borrower or by any instrument (including this Mortgage) may be subjected to such lien and security interest by Borrower or by anyone on behalf of Borrower, or with the consent of Borrower, or which otherwise may come into the possession or otherwise be subjected to the control of Bank or Borrower pursuant to this Mortgage or the other Loan Documents.

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4. DEBT. Borrower is justly indebted to Bank in the principal amount of Five Million Three Hundred Seventy Six Thousand Dollars (\$5,376,000.00) (or so much as may be advanced to Borrower by Bank from time to time), as evidenced by a certain Promissory Note in the said principal sum of even date herewith made by Borrower, payable to the order of Bank and maturing as stated in said Note, unless such maturity is accelerated or extended (as provided in said Note), which Note, together with any and all renewals, replacements, extensions, modifications, substitutions, future advances, and any and all other certificates or evidence of indebtedness evidenced by said Note is herein called the "Note."

Borrower's obligations described below are secured, among other things, by the collateral described in this Mortgage, which term includes any and all amendments, extensions, renewals, replacements, substitutions, modifications and consolidations of this Mortgage and may also from time to time be secured by other collateral described in written documents. The Mortgage and such other documents as may exist on the date hereof or may exist hereafter are referred to as the "Security Documents," which term, as defined in the Note, includes any and all financing statements, letters of credit, assignments, agreements, supplements, and riders made and delivered in connection with the Note and this Mortgage, and any and all amendments, modifications, extensions, renewals, replacements, substitutions and consolidations thereof or thereto. The Security Documents, the Note, the Loan Agreement and the Hazardous Substance Certification and Indemnification Agreement between Borrower and Bank are referred to collectively as the "Loan Documents". The Loan (the "Loan") evidenced by the Note and secured by this Mortgage is to be disbursed in accordance with the terms and provisions of that certain Construction Loan Agreement of even date herewith between Borrower and Bank (the "Loan Agreement"). The Note, the Mortgage, and the Loan Agreement shall always be taken and read together as constituting part of one transaction. All sums disbursed pursuant to the terms of the Loan Agreement shall be secured by this Mortgage with the same priority as if advanced on the date hereof.

The obligations of Borrower secured by the Security Documents arising pursuant to the Loan Documents are as follows and are called the "Debt" in this Mortgage:

- (a) Note. Borrower's payment of all sums due from time to time as evidenced by the Note;
- (b) Loan Documents. Borrower's payment or performance of all obligations imposed upon Borrower by the Loan Documents;
- (c) Advances. All sums advanced by Bank to or for the benefit of Borrower in the manner provided in the Loan Documents, or for the protection of the security of the Collateral, including, without limitation, all sums advanced pursuant to this Mortgage, including advances for repairs, maintenance, insurance, taxes, or assessments;
- (d) Costs. All reasonable costs, expenses, losses, damages and other charges sustained or incurred by Bank because of (i) Borrower's default in payment or performance, as the case may be, of any provision contained in the Loan Documents; (ii) defense of actions instituted by Borrower or a third party against Bank arising out of or related to the Loan, or in the

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realizing upon, protecting, perfecting, defending; or (iii) actions brought or defended by Bank enforcing Bank's security interest in the Collateral. All of these costs and expenses include reasonable attorneys' fees, paralegals' fees, or legal assistants' fees, whether incurred with respect to collection, litigation, arbitration, bankruptcy proceedings, interpretation, dispute, negotiation, trial, appeal, defense of actions instituted by a third party against Bank, or enforcement of any judgment based on the Loan Documents, whether or not suit is brought to collect such amounts or to enforce such rights or, if brought, is prosecuted to judgment;

(e) Other Sums. All other sums advanced by Bank for the benefit of Borrower under any other instrument or otherwise, including, without limitation, any amounts paid by Bank under any other letters of credit issued by Bank for the benefit of Borrower;

(f) Miscellaneous Expenses. All costs and expenses incurred by Bank in connection with the Loan, whether prior to or at closing or during the term thereof, including, without limitation, loan origination fees, commitment fees, extension fees, title insurance search fees, premiums and endorsement fees, hazard and other insurance required by the Loan Documents, pre-closing and post-closing appraisals, appraisal reports or opinions of value, surveys, brokerage commissions and claims of brokerage, ad valorem and personal property taxes, documentary stamp taxes and intangible taxes, attorneys' fees, consultant fees, architect's fees, construction consultant's fees, environmental surveys or assessments, and recording charges; and

(g) Indemnities. All costs, expenses, and amounts arising under or pursuant to any indemnity contained within the Loan Documents or in any separate agreement executed by Borrower in favor of Bank including, without limitation, the Hazardous Substance Certificate and Indemnification Agreement.

5. TITLE WARRANTIES. Subject to the Permitted Encumbrances (as hereinafter defined), Borrower covenants with Bank that (i) Borrower is indefeasibly seized of the Land and Improvements in fee simple, has good and marketable title to the Collateral and has full power, lawful right and authority to convey the same in fee simple and to grant Bank a perfected first lien security interest in the Collateral, and (ii) the Collateral is free and clear of all liens, encumbrances, restrictions, and security interests of any nature except for those permitted encumbrances which Bank has previously approved, as set out in Schedule B of the title insurance policy and endorsements insuring this Mortgage, which are referred to as "Permitted Encumbrances" in this Mortgage.

6. LIENS. Borrower will not create or permit to be created, or to remain, and will promptly discharge (or obtain an endorsement to the Title Policy, in form and substance reasonably satisfactory to Bank, pursuant to which the issuer thereof insures over such lien, encumbrance or security interest, as the case may be) at Borrower's expense any and all liens or encumbrances upon, or security interests in, the Collateral, or any combination thereof, whether consensual, common law, statutory, voluntary, involuntary, or arising by operation of law, except Permitted Encumbrances. Notwithstanding the foregoing, and except for any mechanics or construction liens, Borrower may contest the amount, validity and enforceability of any involuntary or nonconsensual lien, encumbrance or security interest, including those arising by operation of law, in the manner provided in paragraph 8 below. If any mechanics or construction

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lien is filed against the Mortgaged Property, Borrower agrees to discharge (or obtain an endorsement to the Title Policy, in form and substance reasonably satisfactory to Bank, pursuant to which the issuer thereof insures over such lien, encumbrance or security interest, as the case may be) or otherwise remove such lien by bond or otherwise, within fifteen (15) days of imposition of same, but may thereafter contest the amount or validity of such lien as provided in paragraph 8 below.

7. TAXES AND OTHER IMPOSITIONS. Borrower will pay or cause to be paid, when due (i) all property taxes, assessments, water, sewer, utility and other rents, rates and charges, including all excises, taxes, levies, license fees, permit fees, impact fees, connection fees, and other fees and charges, whether general or special, ordinary or extraordinary, foreseen or unforeseen, that may be assessed, levied or imposed upon the Collateral, or otherwise arising with respect to the occupancy, use, possession or disposition thereof, whether or not the failure to pay the same might result in the creation of a lien upon the Collateral, or any combination thereof (collectively the "Taxes"); (ii) all franchise, excise and other taxes, fees and charges assessed, levied or imposed with respect to Borrower's right to do business in the State of Illinois and the political subdivisions thereof; (iii) all taxes and fees (except for Bank's state and federal income taxes and franchise or excise tax) that may be levied by the United States of America or any state or political subdivision thereof, upon Bank or Borrower in connection with or upon the Loan Documents, or the Debt or its payment, or collection, or any combination thereof (including all documentary stamp taxes and intangible taxes plus any penalties and interest charged for the late payment of any such taxes); and (iv) all lawful claims and demands of contractors, subcontractors, mechanics, laborers, materialmen and other lienors which, if unpaid, might result in the creation of a lien upon the Collateral. The Taxes together with the other sums payable under this paragraph are called "Impositions." Nothing contained in this paragraph will require the payment of any Imposition so long as the amount, validity or enforceability thereof is contested by appropriate proceedings as provided in paragraph 8 below. With respect to all Impositions Borrower will furnish Bank with proof of such payment upon demand. If any payment required to be made by Borrower by this paragraph is prohibited by law, with the result that Bank becomes liable for its payment, then the Debt will immediately become due and payable, at Bank's option upon ninety (90) days written demand.

7.1 DEPOSITS FOR TAXES. Borrower shall deposit with the Bank (or such other depository as the Bank shall direct) on each monthly payment date under the Note, an amount equal to one-twelfth (1/12) of the Taxes; provided that for the first such deposit, the Borrower shall deposit an amount which, when added to the aggregate amount of monthly deposits to be made hereunder with respect to Taxes, will provide a sufficient funds to pay the Taxes six (6) months prior to the date when they are due and payable. The amounts of such deposits (herein generally called "Tax Deposits") shall be based upon the Bank's estimate as to the annual amount of Taxes. The Borrower shall promptly upon the demand of the Bank make such additional Tax Deposits as the Bank may from time to time require due to (i) failure of the Bank to require, or failure of the Borrower to make, Tax Deposits in previous months; (ii) under-estimation of the amounts of Taxes; (iii) the particular due dates and amounts of Taxes; or (iv) application of the Tax Deposits pursuant to the last paragraph of this Section 7.1. All Tax Deposits shall be held in a non-interest bearing account.

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(b) Upon presentation to the Bank by the Borrower of proper bills for the payment of Taxes when due, the Bank will pay such Taxes out of the Tax Deposits then held by the Bank (or other depository). If the total Tax Deposits on hand shall not be sufficient to pay all of the Taxes when the same shall become due, then the Borrower shall pay to the Bank (or other depository) on demand by the Bank the amount necessary to make up the deficiency.

(c) Upon the occurrence of a Default under this Mortgage, the Bank may, at its option, without being required to do so, apply any Tax Deposits on hand to the payment of any of the Debt or to pay or perform any obligations of the Borrower which shall then be in default hereunder, in such order and manner as the Bank in its sole discretion may elect. All Tax Deposits and any other monies on deposit pursuant to the terms of this Mortgage are hereby pledged as additional security for the Debt and shall be held irrevocably by the Bank (or other depository) to be applied for the purposes for which made as herein provided, and shall not be subject to the direction or control of the Borrower.

7.1.1 WAIVER OF DEPOSITS FOR TAXES. Notwithstanding the foregoing Section 7.1, Bank shall waive the requirements thereof provided Borrower shall maintain in an account (the "Real Estate Tax Account") on deposit with Bank an amount equal to one half (1/2) of the then current year's annual real estate tax bill. The Real Estate Tax Account shall be interest bearing. Borrower hereby pledges to and grants to Bank a security interest in the Real Estate Tax Account as and for additional security for the Debt. Upon the occurrence of a Default, the Bank may at its option apply the proceeds of the Real Estate Tax Account in such order and manner as the Bank in its sole discretion may elect.

8. CONTESTS. Borrower may contest, by any and all appropriate administrative, trial or appellate proceedings, or any combination thereof, and in Bank's name, if required by law, the amount, validity, enforceability or application of any Imposition that Borrower is required to pay or perform to any person or entity other than Bank by any provision of this Mortgage or the other Loan Documents if and only for so long as (i) Borrower notifies Bank in writing of its intent to contest the Imposition; (ii) no part of the Collateral will be subject to loss, sale or forfeiture before final determination of any such contest; (iii) neither Borrower nor Bank will be subject to any criminal liability; (iv) Borrower furnishes such security as may be required by law in connection with each such contest; (v) the value, usefulness and marketability of the Collateral will not be adversely impaired by any such contest; (vi) Borrower otherwise continues to pay and perform, as the case may be, the Debt and Borrower's obligations under this Mortgage; (vii) Borrower otherwise is not in Default under any provision of the Loan Documents; (viii) each such contest is continuously prosecuted diligently to final determination; (ix) Borrower pays or causes to be paid, and defends, indemnifies and holds Bank harmless of and from any and all losses, judgments, decrees and costs (including all reasonable attorneys' fees) incurred in connection with each such contest; (x) Borrower, promptly following final determination of each such contest, fully pays and discharges all amounts that may be levied, assessed, charged, imposed or otherwise determined to be payable, together with all penalties, fines, interests, costs and expenses, and otherwise complies with such final determination, at Borrower's sole cost and expense; (xi) Borrower furnishes Bank with such security as Bank reasonably may require to assure Borrower's compliance with all of the foregoing requirements; and (xii) such liens are not filed against the Mortgaged Property pursuant to the Mechanics Lien

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Act, 770 ILCS 60/1, et seq., in which event such liens must be discharged or transferred to bond pursuant to paragraph 6 above before Borrower contests such liens. So long as Borrower complies with the foregoing and Bank is promptly reimbursed for all costs and expenses incurred, Bank will cooperate with Borrower in connection with any such contest.

9. INSURANCE. Until the Debt shall have been discharged by Borrower, Borrower shall maintain, at Borrower's cost and expense, the following insurance coverages in full force and effect at all times:

(a) Hazard Insurance. Borrower shall keep the Tangible Property and Improvements which now or hereafter may constitute part of the Mortgaged Property insured at all times against loss or damage by fire and other hazards included within the term "all risk" or "extended coverage" and against such other hazards as Bank may require in the full insurable value thereof (or such lesser amount as Bank may authorize in writing), with an insurer satisfactory to Bank. Such policy shall include a Replacement Cost Endorsement and a Sinkhole Endorsement, if deemed necessary by Bank.

(b) Liability Insurance. Borrower will obtain and keep in full force a "Broad Form Comprehensive General Liability" insurance coverage in the minimum coverage amount of Three Million Dollars (\$3,000,000.00) per occurrence and will cause Borrower's general contractor to maintain same.

(c) Flood Insurance. If at any time the Land or any portion thereof is located in a "Flood Hazard Area" pursuant to the Flood Disaster Protection Act of 1973 or any successor or supplemental act thereto, flood insurance in the maximum amount available or such other amount as Bank may reasonably request.

(d) Builder's Risk Insurance. Borrower shall cause its general contractor to maintain an "All risk," completed value or full value reporting form builder's risk insurance policy, which policy shall include a Replacement Cost Endorsement.

(e) Other Insurance. Worker's compensation insurance, wind damage insurance, and other insurance coverages as Bank may reasonably require.

The policy or policies of insurance shall (i) be from companies and in coverage amounts acceptable to Bank; (ii) contain a standard mortgagee clause in favor of Bank naming Bank as a mortgagee and including a lender's loss payee clause in such policy, as applicable; (iii) not be terminable or modified without thirty (30) days' prior written notice to Bank; and (iv) be evidenced by original policies or certified copies of policies deposited with Bank, as Bank may elect, to be held by Bank until the Debt shall have been fully paid and discharged. Borrower shall furnish Bank satisfactory evidence of payment of all premiums required and similar evidence of renewal or replacement coverage not later than thirty (30) days prior to the date any coverage will expire.

Each insurance policy or endorsement required herein shall be written by an insurer having a rating not less than "A-VII" Best's Rating according to the most current edition of

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Best's Key Rating Guide as determined at the time of the initial policy and at all times during the term hereof All policies shall indicate that notices related to such insurance shall be sent to Bank at:

Park National Bank
28 W. Madison
Oak Park, Illinois 60302
Attention: Loan Servicing/Insurance Group

(f) Attorney-in-Fact. If any loss occurs with respect to the Mortgaged Property in excess of \$50,000.00, Bank is hereby appointed attorney-in-fact for Borrower to make proof of loss if Borrower fails to make the same punctually, and to give a receipt for any proceeds collected under such policies. Borrower will promptly give written notice to Bank of any loss or damage to the Mortgaged Property, and will not adjust or settle any such loss without Bank's prior written consent, which consent shall not be unreasonably withheld or delayed. Upon any Default by Borrower under this Mortgage, all right, title and interest of Borrower in and to all such insurance policies then in force, including any and all unearned premiums and existing claims, will inure to Bank, which, at its option, and as attorney-in-fact for Borrower, may then make, settle and give binding acquittances for claims under all such policies, and may assign and transfer such policies or cancel or surrender them, applying any unearned premium in such manner as Bank may elect. The foregoing appointment of Bank as attorney-in-fact for Borrower is coupled with an interest, and is irrevocable. Notwithstanding the occurrence of any casualty or the availability of any insurance proceeds, Borrower will pay the Debt in the manner required by the Loan Documents.

(g) Illinois Collateral Protection Act. Unless Borrower provides Bank with evidence of the insurance coverage required by this Mortgage or any other Loan Document, Bank may purchase insurance at Borrower's expense to protect Bank's interests in the Collateral. This insurance may, but need not protect Borrower's interest. The coverage that Bank purchases may not pay any claim that Borrower may make or any claim that is made against Borrower in connection with the Property. Borrower may later cancel any insurance purchased by Bank, but only after providing Bank with evidence that Borrower has obtained insurance as required by this Mortgage and the other Loan Documents. If Borrower is entitled to so cancel any such coverage, and does in fact cancel such coverage, any unearned premium which is refunded from the issuer of such coverage shall be delivered to Bank to be applied to the obligation of Borrower provided in the following sentence or to the payment of Borrower's Debt. If Bank purchases insurance for the Property, Borrower will be responsible for the costs of such insurance, including interest and other charges that may be imposed in connection with the placement of such insurance, until the effect date of the cancellation or expiration of such insurance. Without limitation of any other provision of this Mortgage, the cost of such insurance shall be added to the Debt.

10. CONDEMNATION. If all or any part of the Collateral, or any interest therein or right accruing thereto, is taken as a result of, or in lieu or in anticipation of, the exercise of the right of condemnation or eminent domain, or by reason of the temporary requisition of the use or occupancy of the Mortgaged Property, in any event by any government or quasi-governmental authority, civil or military, or any other party entitled to exercise such powers by law, general or

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special, or is devalued or otherwise adversely affected by any of the foregoing actions, all proceeds payable with respect to any such action are assigned to Bank and shall be paid to Bank without imposition of any pre-payment premium. Bank shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. The proceeds of any award or compensation so received shall, at the option of the Bank, either be applied to the payment of the Debt or be paid over to the Borrower for the restoration of the Improvement; provided, any proceeds paid with respect to any Improvement constructed by Borrower utilizing its own funds and no proceeds of the Loan shall be paid over to Borrower for the restoration of such Improvement. Borrower, immediately upon obtaining knowledge of the institution, or threatened institution, of any proceedings for the Mortgaged Property, or any part thereof, by condemnation or eminent domain, will notify the Bank of the pending of such proceedings. Bank shall have the right to intervene and participate in any proceedings for and in connection with any taking referred to in this section. Borrower shall not enter into any agreement for the taking of the Mortgaged Property or any part thereof with any person or persons authorized to acquire the same by condemnation or eminent domain, unless the Bank shall have consented thereto in writing. Any of the foregoing actions are sometimes called a "condemnation" or "taking" in this Mortgage and the other Loan Documents. Such proceeds include, without limitation, severance damages, damages arising from the change of grade of any street or the access thereto, the taking of air rights and damages caused by noise, pollutants and other emissions. Notwithstanding any such taking or other injury or decrease in value, or the availability of any proceeds for any of the foregoing, Borrower shall continue to pay the Debt in the manner required by the Loan Documents. Subject to the terms and conditions of the Loan Documents, the amount of any such proceeds applied by Bank to the payment of the Debt may be reborrowed by Borrower for the restoration of the damaged Improvement or Borrower may elect to utilize its own funds for such restoration. Bank's rights under this paragraph will survive the foreclosure or other enforcement of this Mortgage, and Bank will have the right to receive and retain all proceeds to the extent of any deficiency which exists upon such foreclosure or other enforcement, together with legal interest thereon, and to the extent of the reasonable counsel fees, costs and disbursements incurred by Bank in connection with the collection of such proceeds. Such right shall exist whether or not a deficiency judgment shall have been sought or recovered or denied upon the Note. The remaining balance of such proceeds, if any, will inure to the benefit of Borrower.

11. APPLICATION OF INSURANCE PROCEEDS AND AWARDS. The Borrower will promptly give the Bank written notice of any damage to or destruction of the Mortgaged Property or any part thereof, generally describing the nature and extent of such damage or destruction and the Borrower's best estimate of the cost of restoring the Mortgaged Property. The Bank shall be entitled to all insurance proceeds payable on account of such damage or destruction and the Borrower hereby irrevocably assigns, transfers and sets over to the Bank all rights of the Borrower to any such proceeds or payments and with respect to any claim in excess of \$50,000.00, irrevocably authorizes and empowers the Bank, at its option and in its sole and absolute discretion, in the name of the Borrower or otherwise, to file and prosecute what would otherwise be the Borrower's claim for any such proceeds or payment and to collect, receipt for and retain the same for disposition in accordance with this Section. The Bank shall have the right to approve the settlement of any claim in excess of \$50,000.00 which Bank elects to allow Borrower to file and prosecute. The Bank may, at its sole option, apply all amounts recovered

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under any insurance policy required to be maintained by the Borrower hereunder in any one or more of the following ways: (a) to the payment of the reasonable costs and expenses incurred by the Bank in obtaining such insurance proceeds, including the fees and expenses of attorneys and insurance and other experts and consultants, the costs of litigation, arbitration, mediation, investigations and other judicial, administrative or other proceedings and all other out-of-pocket expenses; (b) to the payment of any of the Debt other than indebtedness with respect to the Note at the time outstanding; (c) to the payment of the principal of the Note and any interest accrued and unpaid thereon, without regard to whether any portion or all of such amounts shall be matured or unmatured, together with interest at the default interest rate on any overdue principal and (to the extent permitted by applicable law) interest; and, in case such amount shall be insufficient to pay in full all such amounts, then such amounts shall be applied, first, to the payment of all amounts of interest accrued on the Note and unpaid, without preference or priority of any payment of interest over any other payment of interest or of any other Note, and, second, to the payment of all amounts of principal at the time outstanding, without preference or priority of any installment or amount of principal over any other installment or amount of principal or of any Note over any other Note, but otherwise in such manner and order as the Bank shall in its sole discretion determine; (d) to fulfill any of the other covenants contained herein as the Bank may determine; (e) release to the Borrower for application to the cost of restoring the Mortgaged Property; or (f) release to the Borrower; provided, notwithstanding the foregoing, any proceeds paid with respect to any Improvement constructed by Borrower utilizing its own funds and no proceeds of the Loan shall be paid over to Borrower for the restoration of such Improvements. Subject to the terms and conditions of the Loan Documents, the amount of any such proceeds applied by Bank to the payment of the Debt may be reborrowed by Borrower for the restoration of the damaged Improvement or Borrower may elect to utilize its own funds for such restoration. In the event of a foreclosure of this Mortgage, the purchaser of the Mortgaged Property shall succeed to all the rights of the Borrower, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to the Bank.

12. MAINTENANCE, REPAIRS, AND RECONSTRUCTION.

(a) Maintenance and Repairs. Borrower, at its sole cost and subject to Bank's satisfaction, shall make all repairs, renewals, replacements, servicing and reconstruction that are necessary to maintain the Mortgaged Property in good order, condition and repair. Immediately following the occurrence of any casualty or other loss, Borrower promptly will undertake all restoration required or desirable and will pursue it diligently to completion. Borrower shall (i) not strip, waste, remove or demolish any portion of the Mortgaged Property, nor suffer or permit any such action; (ii) promptly comply with all laws, governmental regulations and public or private restrictions or easements, or both, of any kind affecting the Mortgaged Property or requiring any alterations or improvements to be made thereon; and (iii) not commit, suffer or permit any act upon the Mortgaged Property in violation of any law, subject to Borrower's right to contest the same in good faith to conclusion, as provided in paragraph 8 of this Mortgage. If any public agency or authority requires or commences any proceedings for the demolition or removal, or both, of any improvements or portions thereof included in the Plans and comprising the Mortgaged Property due to non-compliance with health, safety, fire or building codes, then, unless Borrower undertakes to contest such action in the manner provided in paragraph 8 above and pursues such contest to a successful conclusion, such action will constitute a Default under

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this Mortgage. Borrower will not, without Bank's prior written consent, (i) make any material alterations, additions or improvements of or to the Mortgaged Property; (ii) make any material change in the general nature of the use or occupancy of the Mortgaged Property; (iii) institute or join or acquiesce in any action to change the existing zoning or land use classification of the Mortgaged Property; or (iv) grant easements or licenses affecting the use or operation of the Mortgaged Property. Bank and any persons authorized by Bank may enter the Mortgaged Property at all reasonable times upon prior notice (unless there exists a Default and in such case no notice shall be required) for inspections or for any other lawful purpose. If Borrower fails to comply with the requirements of this paragraph, then Bank, after seven (7) days written notice thereof, without waiving the option to foreclose, may take some or all measures Bank reasonably deems necessary or desirable for the maintenance, repair, preservation or protection of the Mortgaged Property, and any expenses reasonably incurred by Bank in so doing shall become part of the Debt secured hereby, and shall, at the option of Bank, become immediately due and payable, and shall bear interest at the Default Rate specified in the Note. Bank shall have no obligation to care for or maintain the Mortgaged Property, or, having taken some measures therefor, to continue same or take other measures.

(b) Reconstruction. The Borrower shall promptly repair, restore, replace or rebuild any part of the Mortgaged Property, now or hereafter encumbered by this Mortgage which may be affected by any condemnation proceeding or which may otherwise become damaged, destroyed, lost or unsuitable for use. In the event the Mortgaged Property or any part thereof is damaged or destroyed by fire or other casualty, the Borrower shall immediately notify the Bank, in writing, of such damage or destruction. The Borrower shall not cause or permit anything to be done which would or could increase the risk of fire or other hazard to the Mortgaged Property, or any part thereof, or which would or could result in an increase in any insurance premiums payable with respect to the Mortgaged Property, or which would or could result in the cancellation of any insurance policy carried with respect to the Mortgaged Property. No part of the Mortgaged Property, including, but not limited to, any building, structure, water system, sewer system, parking lot, driveway, landscape scheme, timber or other ground improvement, equipment or other property, now or hereafter mortgaged, shall be removed, demolished or materially altered without the prior written consent of the Bank. No top soil, sand, sod, loam, clay or gravel shall be mined, stripped, or removed from the Mortgaged Property without the written consent of the Bank. However, this shall not prevent or restrict removal of any such materials taken for excavation necessary to construct a basement, cellar or foundation footings for the erection of a building or buildings for which a building permit or permits has or have first been issued by the governmental authority having jurisdiction thereof; or for the construction of roadways constructed in accordance with plans approved by the governmental authorities having jurisdiction thereof in accordance with the Loan Agreement; provided, nevertheless, that in the event the required removals become so extensive, as determined by the Bank, as to create profit by sale of the removed portion of the Mortgaged Property, said sums shall inure to the benefit of the Bank to be applied as the Bank so directs, to the reduction of the Debt.

13. ADVANCES. If Borrower defaults in the observance or performance of any of the provisions of the Loan Documents, including but not limited to obtaining and maintaining insurance pursuant to paragraph 9, paying Impositions pursuant to paragraph 7, and maintaining the Mortgaged Property pursuant to paragraph 12, then Bank, after seven (7) days written notice

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thereof, without waiving or otherwise impairing any other of its rights or remedies, at its sole option and without obligation to do so, and without demand upon Borrower, may make any such payment or take such action as Bank deems necessary or appropriate to correct such Default, or to protect the security of the Collateral encumbered by the Loan Documents. All payments so made, together with all costs and expenses so incurred, will be added to the principal amount due under the Note and thereafter will bear interest at the rate then payable as provided for in the Note, and will be secured by the lien and security interest granted by the Security Documents. For the foregoing purposes, Bank is authorized to (a) enter upon the Mortgaged Property; (b) appear in and, defend any action or proceeding purporting to affect the security of this Mortgage or the rights or powers of Bank hereunder; (c) pay, purchase, contest or compromise any encumbrance, charge or lien that in the reasonable judgment of Bank appears to adversely affect the Collateral; and (d) take whatever action Bank, in its discretion, deems necessary or appropriate in exercising any such powers. Notwithstanding the foregoing, Borrower immediately, upon Bank's demand, will pay all sums so expended by Bank with interest as stated above.

14. BOOKS AND RECORDS. Borrower, at all times, will keep proper books of record and account in which full, true and correct entries will be made of its transactions with respect to the Collateral in accordance with generally accepted accounting principles, consistently applied, and which will properly and correctly reflect all items of income and expense in connection with the operation of the Collateral, regardless of whether such income or expense is realized by Borrower or any other person or entity whatsoever. Bank will have the right from time to time during normal business hours to examine all such books, records and accounts at Borrower's office or at the office of such other person as maintains them, and to make such copies or extracts as Bank may desire, at Borrower's expense.

15. SUBORDINATION. Borrower shall not permit any interest in any lease of the Mortgaged Property to be subordinated to any encumbrance on the Debt other than the Loan Documents and any such subordination shall be null and void. Borrower agrees that in the event the ownership of the Collateral, any interest therein or any part thereof becomes vested in a person other than Borrower, Bank may, without notice to Borrower, deal in any way with such successor or successors in interest with reference to this Mortgage, the Note, the Loan Documents and the Debt without in any way vitiating or discharging Borrower's liability hereunder or the Debt. No sale of the Debt, no forbearance to any person with respect to this Mortgage, and no extension to any person of the time for payment of the Note or Debt given by Bank shall operate to release, discharge, modify, change or affect the original liability of Borrower, either in whole or in part, except to the extent specifically agreed in writing by Bank.

16. This paragraph intentionally deleted.

17. This paragraph intentionally deleted.

18. TAXATION OF MORTGAGE. In the event of the passage after the date of this Mortgage of any federal, state or local law deducting from the value of real property for the purpose of ad valorem taxation any lien thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for federal, state or local purposes, or the manner of

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the collection of any such taxes, and imposing a tax, either directly or indirectly, on any or all of the Loan Documents, Bank shall have the right to declare the Debt due on a date to be specified by not less than sixty (60) days' written notice given to Borrower by Bank; provided, however, that such election shall be ineffective if Borrower is permitted by law to pay the whole of such tax in addition to all other payments required hereunder, and if Borrower, prior to such specified date, does pay such tax and agrees to pay any such tax (excluding, however, all taxes on the income of Bank) when thereafter levied or assessed, and such agreement shall constitute a modification of this Mortgage.

19. ASSIGNMENT OF RENTS, LEASES, PROFITS AND CONTRACT RIGHTS.

Pursuant to paragraph 1 of this Mortgage, Borrower has irrevocably assigned and set over unto Bank all right, title, and interest of Borrower in and to the Rents and Contract Rights (including all leases and sales contracts now or hereafter existing relating to the Mortgaged Property) as security for the Debt, together with the right to collect and enforce the same; provided, however, so long as there shall be no Default under the Loan Documents, Borrower has been granted a license to collect and receive all Rents assigned hereunder in accordance with paragraph 1. Neither these assignments nor Bank's enforcement of the provisions of these assignments (including the receipt of the Rents) will operate to subordinate the lien of this Mortgage to any of the rights of any lessee or purchaser under any lease or sales contract of the Mortgaged Property, or to subject Bank to any liability to any such lessee or purchaser for the performance of any obligations of Borrower under any such lease or sales contract unless and until Bank agrees to such subordination or assumes such liability by an appropriate written instrument. All right, title and interest of each such lessee or purchaser in and to the Mortgaged Property, whether arising by virtue of any such lease, contract or otherwise, at all times will be and remain subject, subordinate and inferior to the lien of this Mortgage and all rights, remedies, powers and privileges of Bank arising under or by virtue of any of the Loan Documents. The assignments of Rents and Contract Rights (including leases) contained in this Mortgage are intended to provide Bank with all the rights and remedies of mortgagees pursuant to applicable Illinois law. However, in no event shall this reference diminish, alter, impair, or affect any other rights and remedies of Bank.

20. DEFAULT. The occurrence of any of the following (time being of the essence as to this Mortgage and all of its provisions) constitutes a "Default" by Borrower under this Mortgage and, at the option of Bank, under the other Loan Documents:

(a) Scheduled Payment. Borrower's failure to make any payment required by the Note within ten (10) days of when due.

(b) Monetary Default. Borrower's failure to make any other payment required by this Mortgage or the other Loan Documents within ten (10) days notice from Bank.

(c) Other. Borrower's failure to perform any other obligation imposed upon Borrower by this Mortgage or the other Loan Documents within thirty (30) days after written notice from Bank; provided, however, in the event such failure cannot be cured within said thirty (30) day period, and Borrower otherwise diligently commences to cure within said thirty (30) days and thereafter diligently pursues such cure, then Borrower shall have a period not to exceed ninety

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(90) days after the date of the original notice to cure the same, and an Event of Default shall not be deemed to exist during said ninety (90) day period, unless the continued operation or safety of the Collateral, or the priority, validity or enforceability of the lien created by this Mortgage, any of the other Loan Documents or the value or the Collateral is impaired, threatened or jeopardized. This provision shall not be construed to provide Borrower with any grace period in complying with any obligations imposed on Borrower by the terms of the Loan Documents.

(d) Representation. Any representation or warranty of Borrower contained in this Mortgage or in any certificate delivered pursuant hereto, or in any other instrument or statement furnished in connection herewith, proves to be incorrect or misleading in any adverse respect as of the time when the same shall have been made, including, without limitation, any and all financial statements, operating statements, or schedules attached thereto, furnished by Borrower or any guarantor of the Debt to Bank or pursuant to any provision of this Mortgage.

(e) Bankruptcy. Borrower, or any member of Borrower or any guarantor of the Debt (i) files a voluntary petition in bankruptcy or a petition or answer seeking or acquiescing in any reorganization or for an arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself pursuant to the United States Bankruptcy Code or any similar law or regulation, federal or state relating to any relief for debtors, now or hereafter in effect; or (ii) makes an assignment for the benefit of creditors or admits in writing its inability to pay or fails to pay its debts as they become due; or (iii) suspends payment of its obligations or takes any action in furtherance of the foregoing; or (iv) consents to or acquiesces in the appointment of a receiver, trustee, custodian, conservator, liquidator or other similar official of Borrower, a member of Borrower, or any guarantor, for all or any part of the Collateral or other assets of such party, or either; or (v) has filed against it an involuntary petition, arrangement, composition, readjustment, liquidation, dissolution, or an answer proposing an adjudication of it as a bankrupt or insolvent, or is subject to a reorganization pursuant to the United States Bankruptcy Code, an action seeking to appoint a trustee, receiver, custodian, or conservator or liquidator, or any similar law, federal or state, now or hereafter in effect, and such action is approved by any court of competent jurisdiction and the order approving the same shall not be vacated or stayed within sixty (60) days from entry; or (vi) consents to the filing of any such petition or answer, or shall fail to deny the material allegations of the same in a timely manner.

(f) Judgments. If a final judgment or judgments for the payment of money (which payment has not been insured against) aggregating in excess of \$100,000.00 is or are outstanding against the Borrower or against any of the properties or assets of the Borrower, and any one of such judgments has remained unpaid, unvacated, unbonded or unstayed by appeal or otherwise for a period of thirty (30) days from the date of its entry.

(g) Liens. Any federal, state or local tax lien or any claim of lien for labor or materials or any other lien or encumbrance of any nature whatsoever is recorded against Borrower or the Mortgaged Property and is not removed by payment or transferred to substitute security in the manner provided by law, within twenty (20) days after it is recorded in accordance with applicable law, or is not contested by Borrower in the manner permitted by paragraph 8 above.

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(h) Leases. Borrower's default in the performance of its obligations as lessor under any lease of all or any portion of the Mortgaged Property, which default could result, in Bank's judgment, in the termination of said lease.

(i) Other Notes or Mortgages. Borrower's default in the performance or payment of Borrower's obligations under any other note, or under any other mortgage encumbering all or any part of the Mortgaged Property, if the other mortgage or note is permitted by Bank, whether such other note or mortgage is held by Bank or by any other party.

(j) Borrower Default Under Loan Documents. Borrower's default in the payment or performance of any of Borrower's obligations under any of the Loan Documents, including this Mortgage and any riders thereto.

(k) Borrower's Continued Existence. Borrower shall cease to exist or to be qualified to do or transact business in the State in which the Mortgaged Property is located or be dissolved or shall be a party to a merger or consolidation, or shall sell all or substantially all of its assets, or the death of any individual being a Borrower.

(l) Stock in Borrower/Change in Partners or Members. If, without the prior written consent of Bank, any shares of stock of Borrower are issued, sold, transferred, conveyed, assigned, mortgaged, pledged, or otherwise disposed of so as to result in change of control of Borrower, whether voluntarily or by operation of law, and whether with or without consideration, or any agreement for any of the foregoing is entered into; or, if Borrower is a partnership or limited liability company, any general partnership interest or other equity interest in the partnership, or any membership interest or other equity interest in the limited liability company, as applicable, is sold, transferred, assigned, conveyed, mortgaged, pledged, or otherwise disposed of, whether voluntarily or by operation of law, and whether with or without consideration, or any agreement for any of the foregoing is entered into, or any general partner of Borrower withdraws from the partnership or any member of Borrower withdraws from the limited liability company, as applicable; or, if Borrower is a trustee, or if any partner or member of Borrower is a trustee, any beneficial interest in such trustee is sold, transferred, assigned, conveyed, mortgaged, pledged, or otherwise disposed of, whether voluntarily or by operation of law, and whether with or without consideration, or any agreement for any of the foregoing is entered into.

(m) Stock of General Partner, Member or Beneficiary of Borrower. If, without the prior written consent of Bank, any shares of stock of Borrower are issued, sold, transferred, assigned, conveyed, mortgaged, pledged or otherwise disposed of, whether voluntarily or by operation of law, and whether with or without consideration, or any agreement for any of the foregoing is entered into, executed or delivered, or any stock interest of Borrower is sold, transferred, assigned, conveyed, mortgaged, pledged or otherwise disposed of, whether voluntarily or by operation of law, and whether with or without consideration, or any agreement for any of the foregoing is entered into.

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(n) Transfer of Property or Ownership. Any sale, conveyance, transfer, assignment, or other disposition of all or any part of the Collateral or any controlling interest in Borrower or any guarantor in violation of paragraph 34 below.

(o) False Statement. Any statement or representation of Borrower or any guarantor contained in the loan application or any financial statements or other materials furnished to Bank or any other Bank prior or subsequent to the making of the loan secured hereby are discovered to have been false or incorrect or incomplete.

(p) Default Under Indemnity. Borrower or any guarantor shall default under any obligation imposed upon Borrower by any indemnity whether contained within any of the Loan Documents, the Hazardous Substance Certification and Indemnification Agreement, or otherwise.

21. ACCELERATION AND OTHER REMEDIES. Upon the occurrence of any Default (regardless of the pendency of any proceeding which has or might have the effect of preventing Borrower from complying with the terms of this Mortgage and of the adequacy of the security for the Note), and in addition to such other rights as Bank may have under applicable law, Bank may, at its option, exercise any one or more of the following remedies:

(a) Acceleration. Bank, at its option, may declare all or any portion of the Debt to be immediately due and payable without further notice, whereupon the same shall be and shall become due and payable forthwith without any presentment, demand, protest, or notice of any kind, all of which are expressly waived by Borrower.

(b) Uniform Commercial Code. Bank shall, with respect to any part of the Collateral constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Uniform Commercial Code as adopted in the State where the Collateral is situated (the "Code"), including, without limitation, the right to the possession of any such property, or any part thereof, and the right to enter without legal process any property where any such property may be found. Any requirements of the Code for reasonable notification shall be met by mailing written notice sent by overnight service such as Federal Express or Purolator Courier or the like to Borrower at least ten (10) days prior to the sale or other event for which such notice is required. The expenses of retaking, selling, and otherwise disposing of said property, including, without limitation, reasonable attorneys' fees and legal expenses incurred in connection therewith, shall constitute so much additional Debt and shall be payable to Bank upon demand with interest thereon at the Default Rate (as defined in the Note).

(c) Foreclosure. Bank shall have the right, in one or several concurrent or consecutive proceedings, to foreclose the lien hereof upon the Collateral or any part thereof, for the Debt, or any part thereof, by any proceedings appropriate under applicable law. Bank or its nominee may bid and become the purchaser of all or any part of the Collateral at any foreclosure or other sale hereunder, and the amount of Bank's successful bid may be credited on the Debt.

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(d) Lawsuits. Without limitation of subparagraph (c) above, Bank may proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, in any court or courts of competent jurisdiction.

(e) Appointment of Receiver. Bank shall, as a matter of right, without notice and without giving bond to Borrower or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Borrower or the then value of the Collateral, to the extent permitted by applicable law, be entitled to have a receiver appointed for all or any part of the Collateral, and the proceeds, issues and profits thereof, with the rights and powers referenced below and such other rights and powers as the court making such appointment shall confer, and Borrower hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Collateral or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Borrower or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect to the Collateral or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise, and, without limitation of the foregoing, any such receiver shall have any and all rights and powers as Bank would have, upon entering and taking possession of the Collateral, under subparagraph (f) below.

(f) Taking Possession, Collecting Rents, Etc. Bank shall have the right, at its option, to enter the Collateral and take possession thereof in its name or in the name of its nominee (and Borrower agrees to surrender the Collateral to Bank promptly upon demand therefor); Bank may, but shall not be obligated to, perform any one or more of the covenants, agreements, terms and conditions hereunder and under the Note which Bank deems proper to protect the security hereof. Bank may manage and operate the Collateral or any part thereof itself or through agents appointed by Bank; Bank may enter leases and subleases of the Collateral upon such terms and with such tenants and subtenants as Bank deems advisable; Bank may modify or amend existing leases upon such terms as Bank deems advisable; Bank may make repairs and alterations and do any acts which Bank deems proper to protect or enhance the value of the Collateral; and Bank may sue for or otherwise collect or enforce all Rents, rights of contract and other proceeds of and from the Collateral, including, without limitation, those past due and unpaid, may deduct from such income from the Collateral all costs of entry, of collection, of administration and reasonable management, consultant and attorneys' fees, and apply the remainder, if any, first, to the payment of all attorneys' fees, costs, charges and other sums paid, expended or incurred by Bank pursuant to covenants, agreements, terms, conditions and warranties contained herein or in the Note; then to any late charges due and payable under the Note; then to the payment of all accrued interest on the Note; and the balance, if any, in any order or amount as the Bank shall determine, in its sole and absolute discretion. Such exercise by Bank of the remedy provided for hereunder shall not affect the right of Bank to maintain and continue any action theretofore instituted, or to bring any action thereafter, to enforce the payment of the Note or the terms and conditions of the Note, this Mortgage or any other document, instrument or agreement. Nothing herein contained shall be construed as constituting the Bank a "mortgagee in possession" in the absence of the actual taking of possession of the Premises by the Bank. All costs incurred in the exercise of the

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remedies provided in this subparagraph (f) or any other remedies provided pursuant to this Mortgage shall be secured by this Mortgage and shall be paid, together with interest at the Default Rate, by Borrower to Bank upon demand. Borrower acknowledges that it has been advised that there is a significant body of case law in Illinois which purportedly provides that in the absence of a showing of waste of a character sufficient to endanger the value of the Collateral, or other special factors, a borrower is entitled to remain in possession of Collateral, and to enjoy the income, rents, and profits therefrom, during the pendency of foreclosure proceedings and until the expiration of the redemption period, even if the mortgage documents expressly provide to the contrary. Borrower further acknowledges that it has been advised that Bank recognizes that the value of the security covered hereby is inextricably intertwined with the effectiveness of the management, maintenance and general operation of the Collateral, and that Bank would not make the loan secured hereby unless it could be assured that it would have the right to take possession of the Collateral in order to manage or to control management thereof, and to enjoy the income, rents and profits therefrom, immediately upon default by Borrower hereunder, notwithstanding that foreclosure proceedings may not have been instituted, or are pending, or the redemption period may not have expired. Accordingly, Borrower hereby knowingly, intelligently and voluntarily waives all right to possession of the Collateral from and after the date of default hereunder, upon demand for possession by Bank, and Borrower agrees not to assert any objection or defense to Bank's request or petition to a court for possession. The rights hereby conferred upon Bank have been agreed upon prior to any default by Borrower hereunder and prior to Bank becoming a Bank hereunder or a "mortgagee in possession." Borrower acknowledges that this provision is material to this transaction and the Bank would not make the Loan but for this subparagraph.

(g) Other Remedies. Bank may exercise all rights and remedies contained in any other instrument, document, agreement or other writing heretofore, concurrently herewith or in the future executed by Borrower or any other person or entity in favor of Bank in connection with the transactions resulting in the Debt or any part thereof, including, without limitation, the right from time to time to sue for any sums, whether interest, principal or any installment of either or both, taxes, penalties, or any other sums required to be paid under the terms of the Note or this Mortgage, as the same become due, without regard to whether all of the Debt shall be due on demand, and without prejudice to the right of Bank thereafter to enforce any appropriate remedy against Borrower, including, without limitation, an action of foreclosure, or any other action, for a default or Default by Borrower existing at the time such earlier action was commenced.

(h) Rights at Law. Bank may, at its option, exercise any and all other rights and remedies against Borrower and the Collateral as are permitted under applicable law, including, without limitation, any and all other rights and remedies in equity, by virtue of common law, statute or otherwise; provided, however, that, subject to paragraph 29 hereof, Bank, in its sole and absolute discretion, whether before or after exercise of any of the foregoing remedies, may by a written instrument waive any Default, in which event, subject to the contrary terms of any such waiver instrument, the rights of the Borrower and Bank hereunder shall be reinstated as if no Default had occurred hereunder.

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22. WAIVER OF RIGHT TO REDEEM FROM SALE; WAIVER OF APPRAISEMENT, REINSTATEMENT, VALUATION, ETC. Borrower 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 Bank under this Mortgage, 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 Collateral or the Debt. Borrower 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 Collateral, or any part thereof, marshaled upon any foreclosure or other disposition (whether or not the entire Collateral 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 Collateral, or any part 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 Mortgage may order the Collateral sold as an entirety. On behalf of Borrower, and each and every person acquiring any interest in, or title to the Collateral described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the maximum extent permitted by applicable law, Borrower hereby waives any and all rights (x) of redemption from any foreclosure, or other disposition of any kind or nature of the Collateral, or any part thereof, or interest therein, under or pursuant to rights herein granted to Bank, and (y) to reinstatement of the Debt, including, without limitation, any right to reverse any acceleration of such Debt pursuant to Section 15-16.02 of the Act (as hereinafter defined). Borrower further waives and releases (a) all errors, defects, and imperfections in any proceedings instituted by Bank under the Note, this Mortgage or any of the other Security Documents; (b) all benefits that might accrue to the Borrower by virtue of any present or future laws exempting the Collateral, or any part of the proceeds arising from any sale thereof, from attachment, levy, or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and (c) all notices not specifically required by the Note, this Mortgage or any of the other Security Documents, of default, or of Bank's exercise, or election to exercise, any option under this Mortgage. All waivers by Borrower in this Mortgage have been made voluntarily, intelligently and knowingly by Borrower, after Borrower has been afforded an opportunity to be informed by counsel of Borrower's choice as to possible alternative rights. Borrower's execution of this Mortgage shall be conclusive evidence of the making of such waivers and that such waivers have been voluntarily, intelligently and knowingly made.

23. COMPLIANCE WITH ILLINOIS MORTGAGE FORECLOSURE LAW. In the event that any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (735 Illinois Compiled Statutes 5, Sections 15-1101, et seq.) (herein called the "Act"), the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. Furthermore, if any provision of this Mortgage shall grant to Bank any rights or remedies upon default of Borrower which are more limited than the rights that would otherwise be vested in Bank under the Act in the absence of said provision, Bank shall be vested with the rights granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Bank to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or

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after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the Debt or by the judgment of foreclosure.

24. COSTS AND EXPENSES OF FORECLOSURE. Without limitation of any other right of Bank hereunder relating to reimbursement of costs and expenses incurred by Bank, with respect to every foreclosure or other sale, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Bank for reasonable attorneys' fees, (including, without limitation, attorney's fees in litigation and administrative and bankruptcy proceedings and any appeals thereof) appraiser's fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as to items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches and examination, environmental assessments and studies, guarantee policies, and similar data and assurances with respect to title as Bank may deem to be reasonably necessary to effect such foreclosure or other sale hereunder, or to evidence to the bidder at any such sale pursuant thereto the true condition of the title to or the value of the Collateral, all of which expenditures shall become so much additional Debt and be immediately due and payable with interest thereon at the Default Rate from the date of expenditure until paid.

25. INTENTIONALLY DELETED.

26. APPLICATION OF PROCEEDS. The proceeds of any foreclosure sale of the Collateral or of any sale of property pursuant to paragraph 21 hereof shall be distributed in the following order of priority:

First, on account of all costs and expenses incident to the foreclosure or other proceedings or other sale of property including, without limitation, all such items as are mentioned in paragraphs 21 and 24 hereof;

Second, to all other items which under the terms hereof constitute Debt in addition to that evidenced by the Note, the Loan Agreement or any other Security Document, with interest on such items as herein provided;

Third, to all principal of and interest on the Note and to all other obligations evidenced by the Note, the Loan Agreement or any other Security Document; and

Fourth, to the payment of the surplus, if any, to whosoever may be lawfully entitled to receive the same.

No application to the indebtedness evidenced by the Note shall entitle Borrower to any right, title or interest in the Note or the security therefor, whether by subrogation or otherwise, unless and until the Note and all other Debt has been fully paid and satisfied.

27. DEFICIENCY DECREE. Without limitation of any other rights of Bank, if in any foreclosure or other sale hereunder, the Collateral shall be sold for a sum less than the total amount of indebtedness for which judgment is therein given, the judgment creditor shall be

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entitled to the entry of a deficiency decree against Borrower and against the property of Borrower for the amount of such deficiency; and, to the maximum extent permitted by law, Borrower does hereby irrevocably consent to the appointment of a receiver for the Collateral and the property of Borrower and of the rents, issues, avails, and profits thereof after such sale and until such deficiency decree is satisfied in full.

28. FURTHER ASSURANCES. Borrower, from time to time, will execute, acknowledge, subscribe and deliver to or at the direction of Bank such documents and further assurances as Bank may reasonably require for the purpose of evidencing, perfecting or confirming the lien and security interest created by this Mortgage, or the security intended to be afforded by the Loan Documents, or both. Without limitation of the foregoing, Borrower will defend, indemnify and hold Bank harmless with respect to any suit or proceeding in which the validity, enforceability or priority of the lien or security interest, or both, is endangered or contested, directly or indirectly, and will provide Bank with such security for the defense of any such suit or proceeding as Bank reasonably may require. If Borrower fails to undertake the defense of any such claim in a timely manner, or fails to furnish Bank with reasonable security for such defense, or, in Bank's sole but reasonable determination, fails to prosecute such defense with due diligence, then Bank is authorized to take, at the expense of Borrower, all necessary and proper action in defense of any such claim, including the retention of legal counsel, the prosecution or defense of litigation and the compromise or discharge of claims, including payment of all costs and reasonable attorneys' fees. All costs, expenses and losses, if any, so incurred by Bank, including reasonable attorneys' fees, regardless of whether suit is brought and, if suit is brought, for all administrative, trial and appellate proceedings, if any, will constitute advances by Bank as provided in paragraph 13.

29. CUMULATIVE RIGHTS AND NON-WAIVER. No right or remedy conferred upon or reserved to Bank by this Mortgage or in any of the other Loan Documents is intended to be exclusive of any other right or remedy; and each and every right and remedy is cumulative and in addition to any other right or remedy otherwise available. Every right, power, privilege and remedy granted Bank by this Mortgage or any of the other Loan Documents, or both, or otherwise available at law or in equity may be exercised by Bank from time to time as often as Bank deems expedient until the Debt is paid in full. Bank's failure to insist at any time upon the strict observance or performance by Borrower of any of the provisions of this Mortgage or in any of the other Loan Documents, or to exercise any right or remedy provided for in this Mortgage or in any of the other Loan Documents, will not impair any such right or remedy or be construed as a waiver or relinquishment thereof for the future. Receipt by Bank of any payment required to be made pursuant to any of the Loan Documents with knowledge of the breach of any provision of any of the Loan Documents will not constitute a waiver of such breach. In addition to all other remedies provided in this Mortgage, Bank will be entitled, to the extent permitted by applicable law, to injunctive relief in the case of a violation or attempted or threatened violation of any of the provisions of the Loan Documents or to a decree ordering performance of any of the provisions of any of the foregoing.

30. JUDGMENT. Bank may seek and recover a judgment for all amounts due and payable in accordance with the Note or under this Mortgage either before, after or during the pendency of any other proceedings or action to obtain relief under or with respect to any of the

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Loan Documents. Bank's right to seek and recover any such judgment will not be affected by obtaining any other such relief. Bank will continue to be entitled to enforce payment of, and to seek and recover a judgment for, any portion of the Debt remaining due and payable after the application of any proceeds of any sale of the Collateral pursuant to law. Neither the lien nor security interest of this Mortgage, nor any rights or remedies of Bank hereunder or under any of the Loan Documents, will be impaired in any way by the recovery of any judgment by Bank against Borrower or any guarantor of the Debt, or by the levy of an execution under such judgment upon any portion of the Collateral, until the Debt is paid in full. Any such judgment against Borrower shall bear interest at the Default Rate (as defined in the Note).

31. RELEASES AND EXTENSIONS BY BANK. Bank, from time to time, without notice to any person and without affecting the liability of Borrower or of any guarantor or of any other person (other than any person expressly released by Bank in writing) for the payment of any of the Debt, and without affecting the priority or extent of the lien and security interest of this Mortgage (except as to property specifically released by Bank in writing), may do any or all of the following: (i) release in whole or in part any person liable for payment of any or all of the Debt; or (ii) extend the time or otherwise alter the terms of payment of the Debt, in whole or in part; or (iii) accept additional or substitute security of any kind; or (iv) release or otherwise deal with all or any portion of the Collateral.

At Borrower's request, Bank will issue partial releases of the lien of this Mortgage and the related security documents upon sale of individual units within the Mortgaged Property, upon Borrower's compliance with the requirements set forth in the Loan Agreement.

32. NOTICES. Any notice or demand that must or may be given or made in connection with this Mortgage must be in writing and, unless receipt is expressly required, will be deemed given, delivered or made, as the case may be, when delivered by personal delivery or when mailed by Express Mail, by overnight delivery service of a nationally-recognized company, or by certified or registered mail, return receipt requested, in any event, with sufficient postage affixed, and addressed to the parties as follows:

If to Bank:	Park National Bank 24 North Washington Naperville, Illinois 60540 Attention: Jason Nagel
With a copy to:	Lorenzini & Associates, Ltd 1900 Spring Road Suite 501 Oak Brook, Illinois 60523 Attn: Ronald N. Lorenzini, Jr.
If to Borrower:	Crème de la Crème (Barrington), Inc. 8400 East Prentice Ave., Suite 1320 Greenwood Village, CO 80111

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With a copy to: Ray & Glick
611 South Milwaukee
Libertyville, Illinois 60048
Attn: Steven J. Marcus

Such addresses may be changed by notice pursuant to this paragraph. Notice of change of address is effective only upon receipt. All of the persons executing this Mortgage as Borrower severally agree that a single notice to Borrower in the manner provided in this paragraph will be effective to bind each such person for all purposes.

33. ESTOPPEL LETTERS. As and when, from time to time, requested by either Borrower or Bank, and within twenty (20) days after any such request, Borrower or Bank, as the case may be, will execute and deliver to or at the direction of Bank or Borrower, as the case may be, such estoppel letters certifying such matters relating to this Mortgage or the Loan Documents, or both, as may reasonably be required.

34. TRANSFERS. Borrower may not sell, convey, assign, transfer or otherwise dispose of any interest in all or any portion of the Collateral, or any controlling interest in Borrower or any guarantor, without Bank's prior written consent, which consent may be withheld in Bank's reasonable discretion. At Borrower's request, Bank will release the lien of this Mortgage and the related security documents upon individual units within the Mortgaged Property, upon Borrower's compliance with the requirements set forth in the Loan Agreement. Whether such transfer described in the first sentence of this Section 34 is voluntary or involuntary, or by operation of law (other than in connection with the death, disability or incompetence of any individual Borrower), any such transfer will be void as to Bank, and constitute an immediate Default under this Mortgage, without notice, in the sole discretion of Bank. Bank's consent to any transfer, sale, or conveyance hereunder shall not be deemed a consent to any subsequent transfer, sale, or conveyance for which Bank's prior written approval has not been obtained. All sales or leasing of lots or units or other property which is part of the Collateral shall be conducted on a basis which is fully consistent with the letter and spirit of all State, Federal, and local Equal Credit Opportunity and Equal Housing Opportunity statutes, ordinances, and regulations. It is further understood and agreed that the Debt was created solely due to the financial sophistication, creditworthiness, background and business sophistication of the Borrower and Bank continues to rely upon same as the means of maintaining the value of the Collateral. It is further understood and agreed that any secondary or junior financing placed upon the Collateral, the improvements located thereon or any beneficial or other interest in the Collateral, or incurred by the Borrower may divert funds which would otherwise be used to pay the Debt, and could result in acceleration and/or foreclosure by any such junior lienor. Any such action would force the Bank to take measures, and incur expenses, to protect its security, and would detract from the value of the Collateral, and impair the rights of the Bank granted hereunder. Therefore, the further encumbering of the Collateral or any interest therein or portion thereof without the Bank's prior written consent, or any other breach of the provisions of this paragraph 34, shall be a Default as set forth in paragraph 20(o) hereof.

35. REPLACEMENT OF NOTE. Upon receipt of evidence reasonably satisfactory to Borrower of the loss, theft, destruction or mutilation of the Note, or any amendment or

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modification thereto, including without limitation any renewal note or additional note, and in the case of any such loss, theft, or destruction, upon delivery of an indemnity agreement, reasonably satisfactory to Borrower or, in the case of any such mutilation, upon surrender of such mutilated note, Borrower will execute and deliver, in lieu thereof, a replacement Note, identical in form and substance to the Note and dated as of the date of the Note and upon such execution and delivery all references in any of the Loan Documents to the Note shall be deemed to refer to the replacement Note.

36. FUTURE ADVANCES. This Mortgage is given to secure not only the existing Debt, but also such future advances, whether such advances are obligatory or are to be made at the option of Bank, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of Debt that may be so secured may decrease or increase from time to time, but the maximum possible principal debt so secured at one time shall not exceed the amount stated above, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, with interest on such disbursements at the rate then in effect pursuant to the terms of the Note; provided however notwithstanding anything to the contrary contained herein, the maximum amount of Debt shall not exceed the amount of Ten Million Dollars (\$10,000,000.00). The provisions of this paragraph shall not be construed to imply any obligation on Bank to make any future advances, it being the intention of the parties that any future advances shall be solely at the discretion and option of the Bank. Any reference to the "Note" in this Mortgage shall be construed to include any future advances made pursuant to this paragraph 36.

37. GENERAL. The provisions of this Mortgage inure to the benefit of Bank and its successors and assigns, and bind all persons executing this Mortgage as Borrower and their respective heirs, legal representatives, successors and assigns, jointly and severally, and all persons now or hereafter claiming any right, title and interest in and to any of the property, real, personal or mixed, tangible or intangible, now or hereafter existing or any substitutions or replacements thereof and described in this Mortgage as the Collateral. Time is of the essence to this Mortgage and each of its provisions. The provisions of this Mortgage are to be interpreted, construed, applied and enforced in accordance with the laws of the State of Illinois, regardless of where this Mortgage is executed, delivered or breached, or where any payment or other performance required by this Mortgage is made, where any action or other proceeding involving this Mortgage is instituted, or whether the laws of the State of Illinois otherwise would apply the laws of another jurisdiction; the foregoing choice of law provisions will apply to the Loan Documents. The provisions of the Loan Documents are severable at Bank's option so that if any provision is declared by a court of competent jurisdiction to be invalid or unenforceable, no other provision will be affected by such invalidity or unenforceability, but will remain in force and effect according to its original terms, if Bank so elects. Wherever used in this Mortgage or the other Loan Documents, or both, and unless expressly provided otherwise, (i) use of the singular includes the plural, and vice versa; (ii) use of one gender includes all genders; (iii) use of the term "include" or "including" is always without limitation; (iv) use of the words, "should," "must" and "will" has the same legal effect as the use of the word "shall"; (v) the term "day" means a banking day which shall be a day on which Bank and other banks are open for the transaction of business, excluding any national holidays, and any performance which would

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otherwise be required on a day other than a banking day shall be timely performed in such instance, if performed on the next succeeding banking day; (vi) any definition herein incorporating one or more documents or items shall refer to such items "singularly and collectively," and (vii) "person" means any natural person or artificial entity having legal capacity. Paragraph headings and subheadings are for indexing purposes only and are not to be used to interpret, construe, apply or enforce the provisions of this Mortgage. Borrower and Bank intend the provisions of this Mortgage and the other Loan Documents to be interpreted, construed, applied and enforced so as to avoid inconsistencies or conflicting results; but if any such inconsistency or conflict necessarily occurs, Borrower and Bank intend that the provisions of the Loan Agreement control unless otherwise provided therein. This Mortgage may be amended only by a written instrument executed by Borrower and Bank with the same formalities as this Mortgage.

38. SATISFACTION. The lien and security interest provided by the Loan Documents will continue unimpaired and in full force and effect unless and until the Debt is paid in full, whereupon such lien and security interest will be without further force or effect, except that Borrower's indemnities for Taxes and Impositions and for Hazardous Substances as described herein shall survive until and unless expressly released in writing.

39. BORROWER AS TENANT HOLDING OVER. In the event of a foreclosure sale of the Mortgaged Property, Borrower shall be deemed a tenant holding over and shall forthwith deliver possession to Bank or any purchaser or purchasers at such sale or be summarily dispossessed according to provisions of the law of the State of Illinois applicable to tenants holding over.

40. TIME OF THE ESSENCE. Time is of the essence with respect to each and every covenant, agreement, and obligation of Borrower under this Mortgage and the other Loan Documents, and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the Loan.

41. ORAL MODIFICATION INEFFECTIVE. No term of this Mortgage or any other of the Loan Documents, or such documents, may be waived, changed, modified, discharged, or terminated except by an instrument in writing signed by the party against which enforcement of the waiver, change, modification, discharge, or termination is sought.

42. HAZARDOUS SUBSTANCES. Borrower hereby affirms and incorporates by reference herein the representations, warranties, terms, conditions, and indemnities contained in that certain Hazardous Substance Certificate and Indemnification Agreement of even date herewith.

43. LEASING AND MANAGEMENT AGREEMENTS. Borrower covenants and agrees that all agreements to pay leasing commissions (a) shall provide that the obligation to pay such commissions will not be enforceable against any party other than the party who entered into such agreement; (b) shall be subordinate to the lien of this Mortgage; and (c) shall not be enforceable against Bank. Borrower shall furnish Bank with evidence of the foregoing which is in all respects satisfactory to Bank. Borrower further covenants and agrees that all agreements to

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manage the Collateral (i) shall provide that the obligation to pay any amount thereunder will not be enforceable against any party other than the party who entered into such agreement; (ii) shall provide that such agreement, together with any and all liens and claims for lien that any manager or other person or entity performing the duties of a manager thereunder has or may thereafter have thereunder or for managing the Collateral or any part thereof, shall be in all respects subordinate to the lien of this Mortgage; and (iii) shall not be enforceable against Bank. Nothing in this paragraph 43 shall limit Bank's rights under any of the Loan Documents, including, without limitation, the Loan Agreement. Borrower shall furnish Bank with evidence of the foregoing which is in all respects satisfactory to Bank.

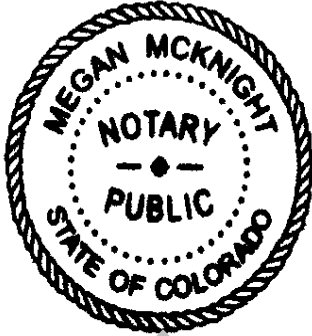
44. GOVERNING LAW. This Mortgage and the other Loan Documents and all matters relating thereto shall be governed by and construed and interpreted in accordance with the internal laws of the State of Illinois (including, without limitation, its usury laws and the Uniform Commercial Code as adopted in Illinois).

45. WAIVER OF TRIAL BY JURY. **BORROWER AND BANK (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS MORTGAGE OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS MORTGAGE OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. BORROWER AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST BANK OR ANY OTHER PERSON INDEMNIFIED UNDER THIS MORTGAGE ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.**

[THE SIGNATURE PAGE IS THE NEXT PAGE]

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IN WITNESS WHEREOF, Mortgagor has signed this Mortgage, Assignment and Security Agreement as of the date first above written.



My Commission Expires 09/12/2012

BORROWER:

CRÈME DE LA CRÈME (BARRINGTON), INC.

By: [Signature]
Bruce T. Karpas, President

By: [Signature]
Robert L. Puckett, Secretary

Colorado
STATE OF ~~ILLINOIS~~ SS
COUNTY OF Arapahoe

Colorado I, Megan McKnight a Notary Public, in and for said County, in the State of ~~Illinois~~, do hereby certify that Bruce T. Karpas and Robert L. Puckett as such officers of Crème de la Crème (Barrington), Inc., an Illinois corporation who are subscribed to the foregoing instrument as such officers, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 27th day of October, 2008.

[Signature]
Notary Public

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EXHIBIT A

PARCEL 1: LOT 6 IN ARBORETUM OF SOUTH BARRINGTON SECOND RESUBDIVISION, BEING A RESUBDIVISION OF LOT 6 IN ARBORETUM OF SOUTH BARRINGTON FIRST RESUBDIVISION, IN THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 2008 AS DOCUMENT NO. 0812122096, IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED AND DEFINED IN SECTION 4.A OF THE ARBORETUM OF SOUTH BARRINGTON DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED JULY 30, 2007 AS DOCUMENT NUMBER 0721115096 OVER AND ACROSS COMMON AREAS AS DEFINED THEREIN.

PIN's: 01-33-200-007-0000; 01-33-200-012-0000; 01-33-200-013-0000; 01-33-200-015-0000 (underlying)

Property of Cook County Clerk's Office